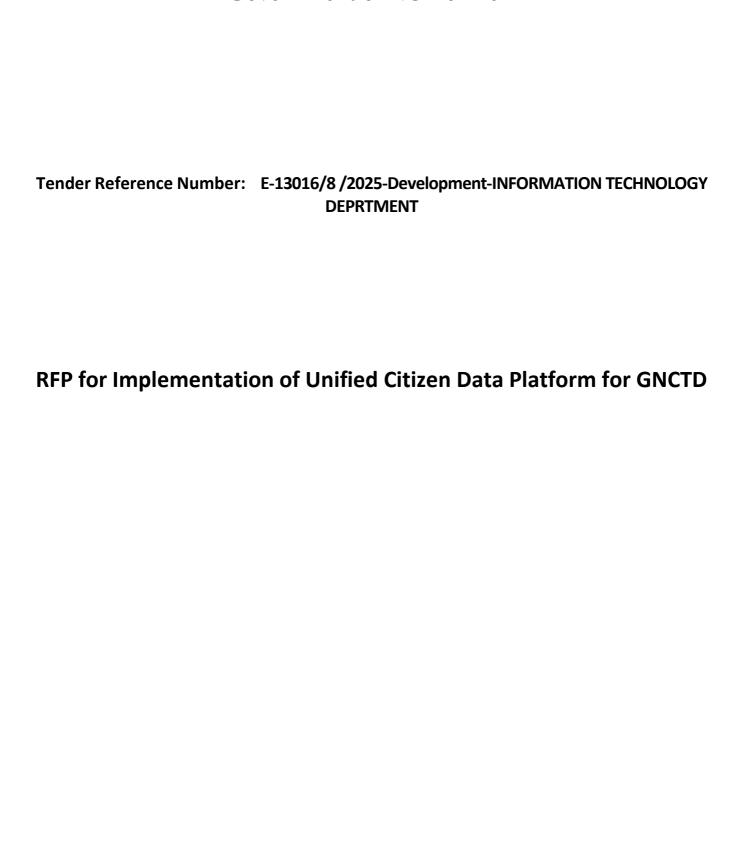
# **Department of Information Technology Government of NCT of Delhi**



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## **Invitation for Proposal**

Information Technology Department, GNCTD invites e-tenders for "Implementation of Delhi Unified Citizen Data Platform for Government of National Capital Territory of Delhi (GNCTD)" for a period of Twelve (12) months for delivery and thirty-six (36) months of operations, which may be further extended for twelve (12) months at the discretion of the client, on the same terms and conditions, maintenance, and support. Bidders are advised to study this Request for Proposal (hereinafter referred to as "RFP") Document carefully before submitting their proposals in response to the RFP Notice. Submission of a Proposal in response to this RFP Notice shall be deemed to have been done after careful study and examination of this RFP Document with full understanding of its scope, terms, conditions, and implications.

The complete RFP Document has been published on **05**<sup>th</sup> **May 2025** for the purpose of downloading. The downloaded RFP Document shall be considered valid for participation in the Electronic Tendering (hereinafter referred to as "e-Tendering") Process subject to the submission of required Earnest Money Deposit (hereinafter referred to as "EMD").

Please note that the interested Bidders will have to access the **website Delhi e-Procurement Portal** (<a href="https://govtprocurement.delhi.gov.in">https://govtprocurement.delhi.gov.in</a>) and get themselves registered so as to enable them to participate in the e-Tendering Process before due date.

Bidders have to follow the submission process on the Delhi Government e-Procurement portal in order to submit their response to this RFP.

Bidders (through their authorized signatory) shall submit their offer online in electronic formats for prequalification, technical qualification and financial proposal provided in this RFP Document. However, EMD shall be paid as per the details provided in the RFP Document. DIT, GNCTD shall not be responsible for delay in online submission by any Bidder due to any reason. Hence, Bidders are requested to upload the complete response to the RFP Document (hereinafter referred to as "Bid") well in advance so as to avoid any issues of the Delhi e-Procurement Portal .

Bids submitted without EMD shall be treated incomplete and non-responsive and the same shall not be considered. EMD shall be discharged / returned to Unsuccessful Bidders within thirty (30) days from the date of finalization of the tender. However, for the Successful Bidder, EMD shall be discharged on executing the Contract and furnishing the Performance Bank Guarantee.

**Pre-Bid meeting will be held online**, for any suggestions or doubts regarding the RFP Document. The minutes of the Pre-Bid meeting conducted, shall be published online. DIT, GNCTD shall not be bound to furnish any answers thereafter. All the terms and conditions mentioned in the RFP Document are binding on Bidders.

### **Disclaimer**

- 1. The DIT, GNCTD has issued this RFP for "Implementation of D-UCDP for Government of National Capital Territory of Delhi (GNCTD)" on such terms and conditions as set out in this RFP Document, including but not limited to the Technical Specifications set out in different parts of this RFP Document.
- 2. It is hereby clarified that this RFP is not an agreement by and between DIT, GNCTD and the prospective bidders or any other person. The purpose of this RFP is to provide the prospective Bidder(s) with information to assist them in the formulation of their Bids. This RFP Document does not purport to contain all the information that Bidders may require. This RFP Document may not be appropriate for all the prospective Bidders, and it is not possible for the DIT, GNCTD to individually consider the investment objectives, financial situation, and particular needs of each Bidder.
- 3. The DIT, GNCTD has taken due care in preparation of the information contained herein. However, this information is not intended to be exhaustive. Interested Bidders are required to make their own inquiries. This RFP Document includes statements which reflect various assumptions and assessments arrived at by the DIT, GNCTD in relation to the Project ("Implementation of D-UCDP for Government of National Capital Territory of Delhi (GNCTD)". Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.
- 4. The information contained in this RFP Document is provided on the basis that it is not binding to the DIT, GNCTD, or any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. The DIT, GNCTD makes no representation or warranty and shall incur no liability under any law as to the accuracy, reliability or completeness of the information contained in this RFP document. Each Bidder is advised to consider this RFP Document as per their understanding and capacity. The Bidders are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in the RFP Document before submitting their Bids. Bidders are encouraged to take professional help of experts on financial, legal, technical, taxation, and any other matters / sectors appearing in this RFP document or specified work. Bidders are also requested to go through the RFP Document in detail and bring to notice of the DIT, GNCTD any kind of error, misprint, inaccuracies, or omission in the RFP document. The DIT, GNCTD reserves the right not to proceed with the Project, to alter the timetable reflected in this RFP Document, or to change the process or procedure to be applied. The DIT, GNCTD also reserves the right to decline to discuss the Project further with any prospective Bidder submitting a Bid.
- 5. No reimbursement of cost of any type shall be paid to persons, entities submitting the Bid. The Bidders shall bear all costs arising from, associated with, or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the DIT, GNCTD, or any other costs incurred in connection with or relating to their Bids.

- 6. The issue of this RFP Document does not imply that the DIT, GNCTD is bound to pre-qualify Bids for further evaluation or to select and / or appoint the Selected Bidder for the Project. The DIT, GNCTD reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.
- 7. The DIT, GNCTD may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP Document.
- 8. The DIT, GNCTD, its employees and advisors make no representation or warranty and shall have no liability (for any cost, damage, loss or expense which may arise from or is incurred or suffered on account of anything contained in this RFP Document, or otherwise, including; but not limited to, the accuracy, adequacy, correctness, completeness or reliability of the RFP Document and any assessment, assumption, statement or information contained therein, or deemed to be part of this RFP Document, or arising in any way concerning the eligibility of a Bidder for participating in the Tendering Process) towards any Bidder or a third person, under any law, statute, rule, regulation or tort law, principles of restitution or unjust enrichment or otherwise.
- DIT, GNCTD also accepts no liability of any nature whether resulting from negligence, or otherwise, howsoever, caused arising from reliance of Bidder(s) upon the statements contained in this RFP Document.
- 10. Interested parties, after careful review of all the clauses of this 'Request for Proposal', are encouraged to send their suggestions in writing to the DIT, GNCTD. Such suggestions, after review by the DIT, GNCTD, may be incorporated into this 'Request for Proposal' as a corrigendum which shall be uploaded onto the "Delhi e-Procurement Portal".

## **Definitions and Acronyms**

Sr.No.	Term / Acronyms	Description	
1.	APIs	Application Programming Interface	
2.		Means the laws and any other instruments having force of law in India as	
	Applicable Law	they may be issued force and in force from time to time.	
3.	ВСР	Business Continuity Plan	
4.		Offer by the Bidder to fulfil the requirement of the DIT, GNCTD for an	
		agreed price. It shall be a comprehensive technical and commercial	
	Bid	response to the RFP	
5.		Means the primary bidder exclusive of its Subcontracting partner	
	Bidder	responding to this bid.	
6.	BOM	Bill of Material	
7.	CMMI	Capability Maturity Model Integration	
8.	СМО	Chief Minister office	
9.	Committee	Means committee set up by DIT, GNCTD	
10.	Competent	Means the Additional Chief Secretary, Information Technology	
	Authority	Department, GNCTD	
11.	Consortium	Association of companies for successful execution of this project	
12.		Means the Contract signed by the parties along with the entire	
	Contract	documentation specified in the RFP	
13.		Means the price payable to the firm/company/agency under the Contract	
	Contract Price	for the complete and proper performance of its contractual obligations.	
14.	COTS	Commercial Off-the –Shelf	
15.	CSV	Comma Separated Values	
16.	Day	Means Working Day of GNCTD	
17.	DBA	Database Administrator	
18.	DC	Data Centre	
19.		Products, infrastructure, and services agreed to be delivered by the Bidder	
		in pursuance of the agreement as defined more elaborately in the RFP,	
		Implementation and the Maintenance phases and includes all documents	
		related to the user manual, technical manual, design, process and operating	
		manuals, service mechanisms, policies, and guidelines (such as security	
		related, data migration related), inter alia payment and/or	
	Deliverables	process related etc., source code and all its modifications.	
20.	DR	Disaster Recovery	
21.	Effective Date	The date on which the Contract Agreement for this RFP comes into effect	
22.	EMD	Earnest Money Deposit	
23.	FRS	Functional Requirement Specifications	
24.	G2C	Government to Citizens	
25.	GNCTD	Government of National Capital Territory of Delhi	
26.	GNCTD/Government	· · · · · · · · · · · · · · · · · · ·	
27.	GST	Good and Services Tax	
28.	НО	Head Office	
29.	ICT	Information and Communication Technology	

30.	ISO	International Organization for Standardization	
31.	IT	Information Technology	
32.	JV	Joint Venture	
33.	KPI	Key Performance Indicator	
34.	LOI/LOA	Letter of Intent/Letter of Award	
35.	MAF	Manufacturer Authorization Form	
36.	DIT	Information Technology Department, GNCTD	
37.	D-UCDP	Delhi Unified Citizen Data Platform	
38.	ODBC	Open Database Connectivity	
39.		Original Equipment Manufacturer	
	OEM In the scope of D-UCDP, bidder Bespoke Solutions, Enterprise Ope		
Software and Proprietary Third-Party Sof		Software and Proprietary Third-Party Software may all be categorized as	
		an OEM	
40.	PBG	Performance Bank Guarantee	
41.	PII	Personally, Identifiable Information	
42.	SADT	State API Development Team	
43.	DIT, GNCTD	Information Technology Department, Government of National Capital	
		Territory of Delhi(GNCTD)	
44.	SI	System Integrator	
45.	SLA	Service Level Agreement	
46.	Similar Project	<ol> <li>Creation of Centralize Citizen database of any State/UT</li> <li>Integration of data from altleast 10 departments of any State/UTs.         Including dashboard/report/Analytics on the single platform.     </li> <li>Integration of various Schemes on the single platform.</li> </ol>	

## **Fact Sheet**

#	Information	Details
1.	RFP Issuing Authority	Department of Information Technology Govt. of NCT of Delhi
2.	Method of Selection	The method of selection is QCBS (i.e., Bidder with highest Composite Score shall be adjudged as the Successful Bidder). The technical evaluation marks would be given 70% weightage and commercial evaluation marks would be given 30% weightage to arrive at a composite score.
3.	Date of RFP issuance	5 <sup>th</sup> May 2025 @ 5 PM
4.	Availability of RFP documents	The RFP can be downloaded from the Delhi Government e-Procurement portal: https://govtprocurement.delhi.gov.in
5.	Bidder associations allowed	JV / Consortium is not allowed.
6.	Earnest Money Deposit (EMD)	Earnest Money Deposit (EMD) of amount of Rs. 50,00,000/- (Fifty lakhs only) shall be in the form of Demand Draft / Bankers' Cheque / Unconditional Bank Guarantee from any of the Nationalized Scheduled Commercial Bank in original physical form, drawn in favour of of "DDO, Department of Information Technology, GNCTD", payable at Delhi at 9th Level, B wing, Delhi Secretariat, IP Estate, New on or before last date and time of submission of bid proposal as per format provided in Annexure of this volume of the RFP.
7.	Last Date and Time for submission of Pre-bid Queries for Clarifications	13 <sup>th</sup> May 2025 @ 4 PM at email id: spl- secyit@delhi.gov.in Queries for Clarifications sent through any other medium shall not be considered.
8.	Date, Time and Venue of Pre-bid Conference	15 <sup>th</sup> May 2025 @ 3 PM Pre-Bid meeting will be held online. Online meeting link will be shared to the interested bidder.
9.	Responses to Pre-bid Queries	Responses to Pre-bid Queries will be published within four working days after the Pre-bid Conference date on the Delhi e- Procurement Portal or the date decided by the committee.

#### Request for Proposal for Implementation of Delhi Unified Citizen Data Hub for GNCTD

#	Information	Details
10.	Last Date and Time for submission of Bids in response to this RFP (Submission Deadline)	Online submission of Proposal: 4 <sup>th</sup> June 2025@ 3PM
	AND	Submission of physical documents:  4 <sup>th</sup> June 2025 @ 3PM
	Venue for submission of physical documents as part of Bids in response to this RFP	Special Secretary, 9 <sup>th</sup> Level, B-wing, Information Technology Department New Delhi. Phone: 011-23392077
		E-mail: spl-secyit@delhi.gov.in
11.	Date, Time and Venue of opening of Bids received in response to this RFP	4 <sup>th</sup> June 2025 @ 4.30 PM Information Technology Department New Delhi.
12.	Date of Presentation	To be informed later
13.	Commercial Bid Opening Date and Time	To be informed later
14.	Name and Address for communication	Special Secretary, 9 <sup>th</sup> Level, B-wing, Information Technology Department New Delhi. Phone: 011-23392077 E-mail: spl-secyit@delhi.gov.in
15.	Language	Proposals should be submitted in <b>English only</b> .
16.	Bid validity	Proposals must remain valid <b>up to 180 (One Hundred and Eighty) days</b> from the Last Date of submission of the Bid.
17.	Currency	Only in Indian Rupees (INR).
18.	Project duration	<ul> <li>Implementation phase (12 months)         will be based on milestones.</li> <li>Operations, Support and         Maintenance phase (36 months)</li> </ul>

## **1** Project Objectives

The Government of National Capital Territory of Delhi (hereinafter referred to as "GNCTD") distributes welfare through various schemes and programmes. The common benefit schemes include medical benefits, food and hunger relief programs, education, childcare, housing, cash assistance and income support etc. The payments take many forms and are directed towards different legal entities such as persons, families, corporations, private service providers, public service organizations etc. Additionally, GNCTD provides numerous services to citizens. Most of these services are provided online. When the welfare is distributed or service is provided, the GNCTD faces multiple challenges due to the reasons listed below.

- Legacy systems with details of beneficiaries are managed by multiple departments that are not integrated.
- Details of the beneficiaries are incomplete and inaccurate.
- Details of the beneficiaries are not updated continuously.
- Details of the beneficiaries available in different department not identical
- Documents and Data needs to be collected from citizen every time a scheme/service is to be provided.
- To onboard a new scheme, a lot of time and money is spent on new portal development and IT procurement. This leads to delay in rolling out of benefits to eligible beneficiaries.
- Lack of unique identifiers for identifying various entities; including beneficiaries, in the prevailing systems.
- Difficulty in identification of family / household.
- Monitoring of the quantum of benefits paid or services provided at various levels of entity e.g., individual-level, family-level, location-wise, etc.
- Ability to cross-check data (such as beneficiary details, benefits claimed, etc.) with databases of other government agencies.
- Identification of beneficiaries irrespective of their movement across various locations.
- In case of emergencies, scheme implementation through Direct Benefit Transfer becomes a challenge due to lack of ready database.

Hence, the GNCTD is embarking on a Project D-UCDPto build the foundational blocks of required analytics through data management initiatives, based on the concept of a unified citizen database at the State-level, for ensuring due compliance in executing the government schemes and programmes. The compliance, regulations thus monitored, are expected to ensure reduction of fraud, waste and abuse of the benefit delivery system, and would enable GNCTD-sponsored benefits to flow directly into accounts of the beneficiaries and services are delivered proactively to the citizens.

Some of the key benefits envisaged from implementation of this Project includes:

#### For GNCTD

- Use of modern technology to bring benefits to eligible citizens in need.
- More effective targeting of beneficiaries.
- Employ accurate planning using unified Citizen database.
- Reduce service delivery time to minimum no need to collect & verify data, develop applications, choose vendor etc. Thus, huge saving on Time and Effort for the Department.
- Accuracy in scrutinizing the applications and finalizing beneficiaries easily.

#### Request for Proposal for Implementation of Delhi Unified Citizen Data Hub for GNCTD

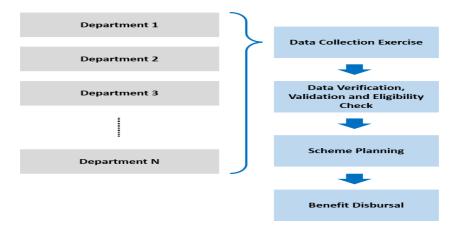
- Monitor the performance of the schemes.
- Make considerable savings in money and effort expended by the Government in planning and rollout of new schemes.
- Proactive delivery of benefits.
- Use authenticated Golden Record as baseline for future IT based solutions.
- Reduction of fraud, corruption, waste, or abuse of the benefit delivery system.
- Reduction in fund leakages and elimination of wastes occurring during subsidy transfer.
- Easy consolidation of details of transfers to households that are getting benefits from multiple sources and in multiple forms.
- Reduction in efforts by the departmental staff for monitoring and planning of the schemes and programs.

#### For Citizens of Delhi

- Single sign-on functionality through Mobile/ Aadhar / Email/ UHDID (in future) for all GNCTD portals and applications. An independent module is to be developed as part of the project.
- Check (in a single portal) schemes which the citizen is eligible to apply for.
- Tracking status of applications.
- Reduction in time taken to apply for schemes & services as existing data and documents from all government databases is available beforehand.
- Services & schemes are proactively availed without cumbersome application process.

#### 2 Current Process

At present, the e-District Portal is used by the GNCTD to transfer benefits and subsidies of various social welfare schemes like scholarships, etc., directly into the bank account of the beneficiary. However, there is no platform wherein data is readily available for purpose of scheme planning and beneficiary identification. Aadhaar seeding has ensured that nobody else can claim the share of benefits by impersonating a beneficiary. Also, in case of monetary transfers, the money is reaching directly to individual's Aadhaar-linked bank account. The use of Aadhaar data has reduced the costs of identifying persons and is providing increased transparency to the government in implementation of its schemes. Consequently, the portal has been proving to be extremely useful for transferring benefits. However, there are still some challenges with the process employed by the e-District/Department Portal at present. Some of these are listed below.



- Processes primarily cater to scholarship.
- 360-degree view of the beneficiary is not available.
- 360-degree view of state social benefit system is not available.
- Lack of facility to analyze for planning / administering social benefit schemes effectively.
- Historical data and analysis of payouts made before linking of Aadhaar data is not available.
- Household-based analysis of payouts made to members of the household prior to making the concerned payout, for evaluation of benefits availed by the household, is not available.
- The Portal has maintained records of only registered citizens and not an exhaustive database of all eligible residents of the State.
- The Portal data primarily pertains to individuals and not families.
- As integrated registries are not available, onboarding of new schemes is time consuming.
- The e-district system has limited data for planning of new schemes by various departments.

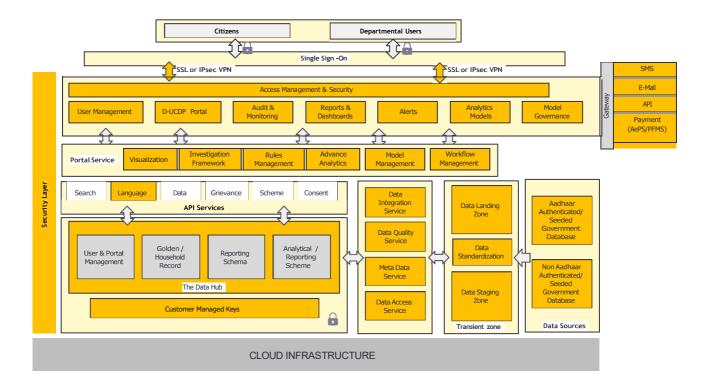
The e-District Portal/Department Portal is made available for the providing online services to the public. However, there are some improvements/challenges required with the process employed by the e-District Portal/Department Portal. These are listed below:

- All services are application based.
- 360-degree view of the services availed by citizen is not available.
- Documents & data is collected a fresh for every service this increases the service delivery time and increased the storage & infrastructure cost.
- Types of services which are event based do not get auto triggered.

## Request for Proposal for Implementation of Delhi Unified Citizen Data Hub for GNCTD

- The Portal has maintained records of only registered citizens and not an exhaustive database of all eligible residents of the State.
- Household level details on services delivered not available.

## 3 Delhi Unified Citizen Data Platform (D-UCDP)



The Delhi Unified Citizen Data Platform (hereinafter referred to as "D-UCDP"). Platform (hereinafter referred to as "D-UCDP Platform" or "Platform") has been conceived with the purpose to create a "Golden Record" for every citizen, with an intelligence layer to aid the Department for making data-driven decisions. The Platform is expected to help the GNCTD to bring data from several departments into a single repository for creating a unified view of citizens. A 360-degree view of its citizens will enable the GNCTD in efficiently designing and delivering citizen-centric policies.

Implementation of the D-UCDP Platform will help GNCTD improve the transparency of the direct benefit transfer process. The D-UCDP Platform will also enable the GNCTD in planning and monitoring schemes at a granular-level. The e-District/Department portal will utilize D-UCDP's integrated databases & Golden record for efficient delivery of services to citizens.

Implementation of the D-UCDP Platform will help the GNCTD in launching new schemes to help the people in need, target vulnerable beneficiaries and improve the transparency of the direct benefit transfer process. The D-UCDP Platform will also enable the GNCTD in planning and monitoring schemes at a granular-level.

Golden record & inter-departmental data accessed through D-UCDP will be utilized by e-District/Department(s) to determine eligibility of citizens for availing benefits of existing schemes & services. It is encouraged, any new schemes that would be launched post D-UCDP go-live shall be through D-UCDP or as decided by the Govt. of GNCTD.

Some of the broad objectives of the D-UCDP Platform are given below.

To create the Citizen Database of the residents of the Delhi.

- To create a 360-degree view of the residents of the State.
- To identify of concentration of benefits being paid at various entity levels e.g., at individual-level, family level, location-wise, caste/religion wise etc.
- To streamline the process of continuous monitoring and updating of beneficiary data.
- To identify beneficiaries for a given budget and eligibility criteria.
- To provide a data layer and an API layer for departmental reports and analysis.
- To provide facility for extending the API layer for consumption by other departmental internal applications.
- To monitor and control the last mile delivery of the direct benefit transfer process.
- To ensure seamless flow of information between departments for better policy making and delivery.
- To list out schemes based on financial performance and social indicators for reconciling smaller schemes into large schemes without effecting the target.
- To monitor individual beneficiaries for inclusion into or exclusion from a particular scheme based on social and financial status.
- To empower citizens to access and submit their details / information from a single window.
- To allow the GNCTD with the requisite agility that it needs to respond to unforeseen events including natural disasters, epidemic / pandemics, social movements for benefits etc.
- To facilitate planning of budget across social schemes and improving utilization of budgets across schemes.
- To improve transparency with compliance, resulting a State-wide leakage prevention, further culminating into a better financial inclusion across the State.
- To build a Platform that can on-board other department without any disruptions.

The existing GNCTD portals will utilize D-UCDP's integrated databases & Golden record for efficient delivery of schemes or services to citizens. Golden record & inter-departmental data accessed through D-UCDP will be utilized by GNCTD portals to determine eligibility of citizens for availing benefits of schemes & services.

#### Golden Record for the purpose of this RFP has been defined as follows:

- It is a unique record created for an individual which will facilitate as a unique identifier to identify, track, etc. an individual / entity across various databases available with the GNCTD and Government of India
- This record will comprise of various unique attributes that have been collated from various data sources which will facilitate identification of an individual in terms of profession, benefits or services availed, etc.
- This record being capable of facilitating creation of data driven digital family identifier across these databases. This record, its attributes must serve as single source of truth.
- This record will help information systems that support outreach, intake, registration, and determination of potential eligibility for one or more social programs also known as Social Registries.
- The Golden Record **can** consist of but not limited to the following attributes and these attribute are subject to change:

Sr No	Category	Attribute	Proposed Source
1	Personal Details	Unique Citizen Identifier	State Generated
2	Personal Details	First Name, Middle Name, Last Name	UIDAI, Passport Authority

3	Personal Details	Date of Birth, Place of Birth	Local Government, Health Records
4	Personal Details	Gender, Marital Status	Revenue Dept, UIDAI
5	Personal Details	Caste, Sub-Caste, Caste Certificate Number	Revenue Dept, School Leaving Certificate
6	Personal Details	Domicile Status	Revenue Department
7	Personal Details	Educational Qualification	School/University Databases
8	Personal Details	Number of Children	Food & Civil Supplies Department, Women & Child Development Dept.
9	Personal Details	Father's ID, Mother's ID	State Generated
10	Address Details	Permanent Address, Temporary Address	UIDAI, Passport Authority
11	Employment & Financial	Employment Status, Employer Details	Ministry of Labour & Employment
12	Employment & Financial	Pension Details	Pension Authority
13	Employment & Financial	Bank Account Number, Bank Name, IFSC Code	State Generated, NPCI
14	Employment & Financial	EPFO Number, UAN Card	EPFO, Labour Dept.
15	Property & Assets	Land Ownership (Khata number , Khesra number and Jamabandi number)	Land Records, Revenue Dept.
16	Property & Assets	Property Tax Details	Urban Local Bodies, Revenue Dept.
17	Property & Assets	Cadastral Survey Number	Land Records Department
18	Property & Assets	Number of Vehicles Owned	RTO, Transport Dept.
19	Property & Assets	Vehicle Registration Number, RC Card Number	RTO, Transport Dept.
20	Property & Assets	Vehicle Tax Receipt Number	Transport Dept.
21	Social Benefits & Welfare	Ration Card Number, Ration Type	Food & Civil Supplies Dept.
22	Social Benefits & Welfare	BPL Status, BPL Certificate Number	Food & Civil Supplies Dept, State Generated
			1

23	Social Benefits & Welfare	Scholarship Details	Education Dept., Tribal Dev. Dept.
24	Social Benefits & Welfare	Widow/Widower Certificate	State Generated
25	Health & Disability	Health Insurance Number	Health Dept., Insurance Companies
26	Health & Disability	Disability Status	Public Health Dept., Social Justice Dept.
27	Health & Disability	Ayushman Bharat Health Account Number	Health Dept.
28	Identification Documents	Aadhaar Number, PAN Card Number	UIDAI, Income Tax Dept.
29	Identification Documents	Passport Number	Passport Authority
30	Identification Documents	Election Card Number (EPIC)	Election Commission
31	Legal & Certification	Trade License	Labour Department
32	Legal & Certification	Legal Heir Certificate	Urban Local Bodies
33	Legal & Certification	Minority Certificate	Revenue Dept.
34	Legal & Certification	Solvency Certificate	Revenue Dept.
35	Legal & Certification	Character Certificate	Medical Education & Drug Dept.
36	Scheme Beneficiaries	Details of Social Welfare Benefits Availed	Social Welfare Dept., Direct Benefit Transfer Portals
37	Personal Details	Date of Death	Local Government, Health Records, Succession Certificate

## 4 Instruction to Bidders

#### 4.1 General

- 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 Document may wish to consult their own legal advisers in relation to this RFP.
- b. The roadmap provided by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the DIT, GNCTD based on this RFP.
- c. 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 DIT, GNCTD.
- d. The DIT, GNCTD may cancel this public procurement at any time prior to a formal written contract

being executed by or on behalf of the DIT, GNCTD.

- e. This RFP supersedes and replaces any previous public documentation and communications, and Bidders should place no reliance on such communications
- f. The Bidder shall be deemed to have carefully examined the Terms and Conditions, Scope, Service Levels, Requirements Specifications, and Schedules of this RFP. Shall the Bidder have any doubt as to the meaning of any portion of these Conditions or of the specifications he shall, before the last date for Submission of Pre-Bid Queries, set forth in the Fact Sheet thereof, and submit them to the DIT, GNCTD in writing in order that such doubt may be removed.
- g. Bids shall be received by the DIT, GNCTD through the Delhi Government e-Procurement portal before the time and date specified in the Fact Sheet provided in this RFP Document. The DIT, GNCTD may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same on Delhi Government e-Procurement portal.
- h. Bids received through telex, cable, facsimile, in or email will be rejected.

#### 4.2 Eligible Bidders

The Bidder must be a company which has the capabilities to deliver the entire scope as mentioned in the RFP. The Bidder cannot bid as a part of any other JV/ Consortium bid under this RFP.

## 4.3 Sub-contracting and outsourcing shall be permitted only for Cloud services and Helpdesk services.

#### 4.4 Compliant Bids / Completeness of Response

Bidders are advised to study all instructions, forms, terms, requirements, and other information in the RFP Document 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

Bidders must comply with below requirements subject to the deviations submitted by the bidder if the deviations do not impact the scope as set out in this RFP.

- i. Include all documentation along with the supporting as specified in this RFP.
- ii. Follow the formats as prescribed in this RFP and respond to each element in the order as set out in this RFP to maintain uniformity.
- iii. Comply with all requirements as set out within this RFP
- iv. Bidders should not propose multiple options for any system, software, or other infrastructure / model for operations against Solution envisaged in this RFP. Only one set of system, software or other infrastructure / model for operations shall be proposed
- v. For all the components, wherever applicable, the Bidder shall be required to provide datasheets of relevant products.

#### 4.5 Code of Integrity

No official of the DIT, GNCTD or a Bidder shall act in contravention of the codes which includes:

- a. prohibition of:
  - Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

- ii. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
- iii. Any collusion bid rigging or anti-competitive behavior that may impair the transparency, fairness, and the progress of the procurement process.
- iv. Improper use of information provided by the DIT, GNCTD to the Bidder with the intent to gain unfair advantage in the procurement process or for personal gain.
- v. Any financial or business transactions between the Bidder and any official of the DIT, GNCTD related to tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
- vi. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- vii. Obstruction of any investigation or auditing of a procurement process.
- viii. Making false declaration or providing false information for participation in a tender process or to secure a contract.
- b. Disclosure of conflict of interest.
- Disclosure by the Bidder of any previous transgressions made in respect of the provisions of sub-clause
   (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

In case of any reported violations, the DIT, GNCTD, after giving a reasonable opportunity of being heard, comes to the conclusion that a Bidder or prospective Bidder, as the case may be, has contravened the code of integrity, may take appropriate measures like termination of contract with penalty and damages and claims, blacklisting the bidder, etc.

## 4.6 Pre-bid meeting and Clarification

#### 4.6.1 Bidders Queries

- a. Any clarification regarding the RFP document and any other items related to this Project can be submitted to the DIT, GNCTD as per the submission method and in accordance with timelines specified in the Fact Sheet.
- b. The DIT, GNCTD shall not be responsible for ensuring that the Bidders' queries have been received by them.
- c. Any requests for clarifications after the indicated Date and Time shall **NOT** be entertained by the DIT, GNCTD. Further, the DIT, GNCTD reserves the right to issue clarifications to Pre-bid Queries for Clarifications received.
- d. Pre-bid Queries for Clarifications of only those Bidders shall be considered who submit the same through e-mail provided in the Fact Sheet. Pre-bid Queries for Clarifications received through any other medium shall **NOT** be considered for issuing clarifications.
- e. It shall be **MANDATORY** to submit Pre-bid Queries for Clarifications in both, PDF, and Excel format (editable), along with Name and details of the Organization submitting the Pre-bid Queries for Clarifications as specified in Annexures.
- f. Bidders shall ensure that there is no difference between the Pre-bid Queries for Clarifications submitted in PDF and Excel format (editable). Pre-bid Queries for Clarifications that have a difference between the PDF and Excel format (editable) shall **NOT** be considered for issuing clarifications.

#### 4.6.2 Pre-Bid Conference

- a. The DIT, GNCTD shall hold a pre-bid meeting with the prospective Bidders as specified in the Fact Sheet.
- b. The Bidders will have to ensure that their queries for pre-bid meeting should reach the DIT, GNCTD at the address specified, through the medium specified, on or before the date and time specified in the Fact Sheet.

#### 4.6.3 Responses to Pre-Bid Queries and Issue of Corrigendum

- a. The DIT, GNCTD will organize a pre-bid conference and will respond to any request for clarification or modification of the bidding documents. The DIT, GNCTD shall formally respond to the pre-bid queries after the pre-bid conference. No further clarifications shall be entertained after the date and time of submission of queries.
- b. The DIT, GNCTD shall endeavor to provide timely response to all queries. However, the DIT, GNCTD makes no representation or warranty as to the completeness or accuracy of any response made in good faith. The DIT, GNCTD does not undertake to answer all the queries that have been posed by the Bidders.
- c. Any modifications of the Bidding Documents, which may become necessary as a result of the Pre-Bid Conference or are made to the RFP document by the DIT, GNCTD on their own accord, shall be made exclusively through a Corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP. However, in case of any such amendment, the bid submission date may be extended at the discretion of the DIT, GNCTD.
- d. Any corrigendum / notification issued by the DIT, GNCTD, subsequent to issue of RFP, shall only be available / hosted on the Delhi Government e-Procurement portal mentioned in the Fact Sheet.
- e. Any such corrigendum shall be deemed to be incorporated into this RFP.
- f. It shall be the responsibility of the Bidders to check the Delhi Government e-Procurement portal from time to time for any corrigenda to / amendments in the RFP document. In case of failure to get the corrigenda / amendments, if any, the DIT, GNCTD shall not be responsible.
- g. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, the DIT, GNCTD may, at its discretion, extend the last date for the receipt of Bids.

#### 4.7 Right to Terminate the Process

- a. The DIT, GNCTD may terminate the Tendering Process at any time and without assigning any reason. The DIT, GNCTD 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 the DIT, GNCTD. Bidder's participation in this process may result in the DIT, GNCTD selecting the Bidder to engage towards execution of Contract.

#### 4.8 Earnest Money Deposit (EMD)

Bidders are required to submit an Earnest Money Deposit (EMD) in the form of Bank Guarantee for the required amount valid for at least 180 days beyond the Bid Validity Period. Earnest Money Deposit (EMD) of amount of Rs. 50,00,000/- (Fifty lakhs only) shall be in the form of Demand Draft / Bankers' Cheque / Unconditional Bank Guarantee from any of the Nationalized Scheduled Commercial Bank in original physical form, drawn in favour of "DDO, Department of Information Technology, GNCTD", payable at Delhi at 9th Level, B wing, Delhi Secretariat, IP Estate, New Delhi on or before last date and time of submission of bid proposal.

In case of a bank guarantee must it be submitted in the format specified in this RFP. Offers, made without

EMD, will be treated incomplete and non- responsive and the same will not be considered. EMD will be discharged / returned to Unsuccessful Bidders within thirty (30) days of the Bidder being notified as being unsuccessful. However, for successful bidder, EMD will be discharged on executing the Contract and furnishing the Performance Bank Guarantee (PBG).

The EMD may be forfeited in any of the following circumstances:

- 1. If a bidder withdraws its bid during the period of bid validity.
- 2. In case of a successful bidder if the bidder fails to:
  - i. Provide the Performance Bank Guarantee as specified in this RFP.
  - ii. Sign the Contract in accordance with this RFP.
- 3. The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP

#### 4.9 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. Bidders are expected to obtain for themselves, on their own responsibility, all relevant information that may be necessary for preparing the Bid and entering into Contract. Obtaining such information shall be at Bidders' 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 these RFP 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 Contract as described in these RFP documents. The DIT, GNCTD shall not entertain any request for clarification / relaxation from Bidders regarding such conditions.
- e. It is the responsibility of Bidders that such factors have properly been investigated and considered while submitting the Bids and that no claim whatsoever including those for financial adjustment to the Contract awarded under these RFP documents will be entertained by the DIT, GNCTD and that neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the DIT, GNCTD on account of failure of Bidders to appraise themselves of local laws and site conditions.

#### 4.10 Submission of Proposals

Submission of Proposals

**a)** The bidders should upload the completed bids on the Delhi Government e-Procurement portal <a href="http://govtprocurement.delhi.gov.in">http://govtprocurement.delhi.gov.in</a>. No other form of submission is allowed.

#### b) Registration on e-Procurement Platform

Bids must be submitted online through e-portal <a href="https://govtprocurement.delhi.gov.in">https://govtprocurement.delhi.gov.in</a> on or before the stipulated time mentioned in the Fact Sheet. Department does not take any responsibility for the delay caused due to non-availability of internet connection or network traffic jam for online bids No bid will be accepted after the said date & time for submission of the bid.

Instructions to Bidders for Registration on e-Procurement Platform

1) In order to participate in e-procurement platform the vendor should register (if not already registered)

on e-procurement platform of GNCTD after paying the registration fee. Bidder registration fee will be accepted only through online (SBI payment gateway). Before enrolment bidders should refer to Bidder Manual Kit-Notice to Bidders for e-Bid Submission for details.

- 2) The vendor should have Digital Certificate.
- 3) The vendor can take the training on e-Procurement platform of GNCTD at e-Procurement Cell, 6<sup>th</sup>Floor, B-Wing, Vikas Bhawan –II, Bela Road, near Metcalf House, Delhi.
- 4) For any clarification on e-Procurement System, please contact at Help Desk number (011-23813523-24) and email <a href="mailto:e-proc@nic.in">e-proc@nic.in</a>
- 5) Bids should be submitted in the format given in the RFP otherwise bid will be rejected.
- c) All the required documentation must be uploaded in the format specified for this RFP and as per the specified folder structure in the Delhi Government e-Procurement portal. The DIT, GNCTD will NOT accept submission of the Bid or any other documents related to the Bid by telex, cable, facsimile, in person or email.
- **d)** The DIT, GNCTD shall in no case be responsible if the Bid is not submitted online within the specified timelines.
- e) All the pages of the Bid document(s) 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 Bid.
- **f)** Please note that, prices / discounts / financial counteroffers / reference to Commercial Model shall not be indicated in the Technical Bid. These details shall be indicated in the Commercial Bid **ONLY**.
- **g)** Failure to submit Bid on time shall cause it to be rejected.

#### 4.11 Only One Proposal and One Solution

Bidders shall note that they cannot submit more than one (01) Bid including more than one (01) solution or alternative offer with different components within the same solution. In case of non-compliance, such a Bidder shall be disqualified.

#### 4.12 Total Responsibility

Bidders shall issue a statement of undertaking for total responsibility for the defect free operation of the proposed solution as per the format mentioned in Annexure.

#### 4.13 Language

The Bid should be prepared by the Bidders in **ENGLISH LANGUAGE ONLY**. If any submitted supporting documents are in any language other than English, translation of the same in English language is to be duly attested by the Bidder. For purposes of interpretation of the documents, the English translation shall govern.

#### 4.14 Key Personnel

The DIT, GNCTD has identified certain key positions and minimum qualifications for each of the positions that should be part of Project Team of the Successful Bidder (hereby referred to as "Key Personnel"). Key personnel must be exclusively available for the project until the go-live of the project. Details of these key positions are provided in the RFP document.

#### 4.14.1 Initial Composition; Full Time Obligation; Continuity of Personnel

Successful Bidder shall ensure that each Key Personnel devotes requisite time as per the staffing schedule / manpower plan to perform the services, to which that person has been assigned as per their Bid.

Successful Bidder shall **NOT** make any changes to the composition of the Key Personnel and not require or request any member of the Key Personnel to cease or reduce his or her involvement in the provision of the Services during the Term:

- a. Unless that person resigns, is terminated for cause, dies, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires; or
- b. Without the DIT, GNCTD prior written consent.

#### 4.14.2 Evaluations

Successful Bidder shall carry out an evaluation of the performance of Key Personnel in connection with the Services at least once in a year during the Term of the Contract. Bidder shall provide reasonable written notice to the DIT, GNCTD of the date of each evaluation of Key Personnel. The DIT, GNCTD shall be entitled to provide inputs to the Successful Bidder for each such evaluation. Successful Bidder shall promptly provide the results of each evaluation to the DIT, GNCTD,.

#### 4.14.3 Replacement

Key personnel must be exclusively available until the go-live of the project. In case a member of the key personnel resigns, the Successful Bidder shall inform the Department of Information Technology (DIT), GNCTD within one week of such resignation. Additionally, if DIT, GNCTD is not satisfied with the performance of any key personnel, the Successful Bidder shall be required to replace the concerned individual The Successful Bidder shall promptly replace to ensure that the role of any member is not vacant at any point in time during the Term of the Contract;.

Before assigning any replacement of a member for providing of the Services, the Successful Bidder shall provide the DIT, GNCTD with:

- a. A resume, curriculum vitae and any other information about the candidate that is reasonably requested by the DIT, GNCTD; and
- b. An opportunity to interview the candidate.

The Bidder must provide replacement resource of equal or better qualification and experience as per the requirements of this RFP.

If the DIT, GNCTD objects to the appointment any resource, Bidder shall not assign the individual to that position and shall seek an alternative candidate in accordance with the resource requirements of this RFP.

DIT, GNCTD reserves the right to ask for replacement of the resource(s) based on their knowledge, performance or conduct.

The Successful Bidder needs to ensure at least 4 weeks of overlap period in replacements. The DIT, GNCTD will not be responsible for any knowledge transition to the replacement resource and any impact / escalation of cost incurred by the Successful Bidder due to resource replacement.

#### 4.15 Bid Price

- a. Bidders shall indicate Total Bid Price of all the equipment / software / services that they have proposed to provide under this Contract, along with all required details of all applicable taxes in relation to the transaction under this Contract, in the Commercial Bid format.
- b. Bidders shall prepare their Bids based on details provided in this RFP Document. It must be clearly understood that the Scope of Work is intended to give the Bidders an idea about the order and magnitude of the Work and is not in any way exhaustive and guaranteed by the DIT, GNCTD. Bidders shall carry out all the tasks in accordance with the requirement of this RFP Document. It shall be the responsibility of Bidders to fully meet all the requirements specified in this RFP Document.
- c. Bidders shall quote for the entire Scope of Work on an "Overall Responsibility" basis such that the Total Bid Price covers all obligations of the Bidder mentioned in this RFP or to be reasonably inferred from the Bid documents in respect of providing the product / services.
- d. If at any stage, during the Contract, the DIT, GNCTD identifies that the approach / project plan / schedule / work conducted does not meet the functional requirements, conceptual design, performance requirements / SLA, and other requirements specified in this RFP, then the Successful Bidder shall be required to revise their work plan / approach / quality of Work in accordance with the specifications of the DIT, GNCTD as contained in RFP. No additional cost shall be reimbursed for the Successful Bidder for the same.
- e. All taxes, duties, charges, and levies payable under respective statutes, **including GST**shall be borne by the Successful Bidder.
- f. The Price Bid shall be submitted in **Indian Rupees (INR)** only.

#### 4.16 Firm Prices

- a. Bidders shall note that this is a **Fixed Price Bid**. Hence, Commercials; including any taxes including GST duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out, shall be accepted as part of Bids submitted by the Bidder as part of this Bid.
- b. Prices quoted by the Bidder shall remain constant throughout the period of the contract and shall not be subject to any modifications, on any account whatsoever. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and rejected.
- c. Any changes in Government Statues on changes in taxes including GST and levies and introduction of new taxes and levies shall be borne by the bidder.
- d. Technical Bids submitted with pricing or conditional Bids shall be treated as non-responsive and the Bid will be rejected.

#### 4.17 Discount / Financial Counteroffers

DIT, GNCTD may ask successful bidder to provide any further discounts / financial counter-offers as part of their Commercial Bids.

#### 4.18 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the DIT, GNCTD will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Tendering Process.

#### 4.19 Modification and Withdrawal of Bids

Withdrawal of original Bid shall not be allowed. No Bid can be modified by the Bidder, subsequent to the Last Date and Time for submission of Bids.

#### 4.20 Deviations and Exclusions

Bids shall be submitted **strictly** in accordance with the requirements, and terms and conditions of this RFP. Bids with deviation(s) are liable for **rejection**.

#### 4.21 Venue and Deadline for Submission of Proposals

- a. Bids, in their complete form and accurate in all respects as specified in this RFP, must be submitted online to the DIT, GNCTD through the Delhi Government e-Procurement portal specified in the Fact Sheet provided in this RFP.
- b. Submission of physical documents shall be in accordance with details specified in this RFP and shall be at the venue and as per timeline specified in the Fact Sheet provided in this RFP.

#### 4.22 Signing of the BID

- a. The Bid must be submitted online after all the documents being digitally signed by the authorized representative of the Bidder.
- b. Also, All pages of the bid including the RFP copy, subsequent corrigendum and submitted documents must be lnk signed and stamped by the authorized representative of the Bidder.

#### 4.23 Late Bids

- a. Late submission of Bids will not be entertained and will not be permitted by the Delhi Government e-Procurement portal.
- b. Bids submitted by post / telex / telegram / fax / e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c. The DIT, GNCTD shall not be responsible for any non-receipt / non-delivery of the documents due to technical snag whatsoever at the Bidder's end. No further correspondence on the subject will be entertained.
- d. The DIT, GNCTD reserves the right to modify and amend any of the above-stipulated condition / criterion depending upon project priorities vis-à-vis urgent commitments.

#### 4.24 Confidentiality

All the material / information sent to the Bidder shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances. The employees of the Successful Bidder ,who are proposed to be deployed on the Project need to furnish a Non-Disclosure Agreement (NDA) as per this RFP.

#### **4.25 Corrupt or Fraudulent Practices**

The DIT, GNCTD requires that the Bidders bidding for this Bid should observe the highest standards of ethics during the procurement and execution of such contracts. The DIT, GNCTD will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt practices or fraudulent practices or coercive practices or undesirable practices or restrictive practices in competing for the contract in question.

In pursuance of this policy, the DIT, GNCTD defines the terms set forth as follows:

"Corrupt practice" means (i) the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in award of the tender. or (ii) save as provided herein, engaging in any manner

whatsoever, whether during the Evaluation and Selection Process or after the issue of the LOI or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the Award or the Contract, who at any time has been or is a legal, financial or technical consultant / adviser of the DIT, GNCTD in relation to any matter concerning the Project;

"Fraudulent practice" means a misrepresentation of facts in order to influence award of contract to the detriment of the DIT, GNCTD, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive level and to deprive the DIT, GNCTD of the benefits of the free and open competition;

"Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

"Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the DIT, GNCTD with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

"Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

#### 4.26 Conflict of Interest

- a. A Bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the DIT, GNCTD shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the DIT, GNCTD for, inter alia, the time, cost and effort of the DIT, GNCTD including consideration of such Bids, without prejudice to any other right or remedy that may be available to the DIT, GNCTD hereunder or otherwise.
- b. The DIT, GNCTD requires that the Bidder provides solutions which always hold the DIT, GNCTD interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the DIT, GNCTD.
- c. A Bidder eventually appointed to implement IT solutions for this Project, its Associates, and affiliates, shall be disqualified from subsequently providing goods or works or services resulting from or directly related to the Project and any breach of this obligation shall be construed as Conflict of Interest, unless otherwise indicated in the RFP.

#### 4.27 Non-Conforming Bids

A Bid may be construed as a non-conforming proposal and ineligible for consideration:

- a. If it does not comply with the requirements of this RFP.
- b. If a Bid appears to be "canned" presentations of promotional materials that do not follow the format requested in this RFP or do not appear to address the particular requirements of the solution.

#### 4.28 Conditional offers by the Bidders

Bidders should abide by the terms and conditions specified in this RFP Document. If Bidders submit conditional offers, it shall be liable for outright rejection.

#### 4.29 Acceptance / Rejection of Bids

- a. The DIT, GNCTD reserves the right to reject in full or part, any, or all Bids without assigning any reason thereof. The DIT, GNCTD reserves the right to assess the Bidder's capabilities and capacity. The decision of the DIT, GNCTD shall be final and binding.
- b. Bid should be free of over writing. All erasures, correction or addition must be clearly written both in words and figures and attested.
- c. Bids not submitted in prescribed manner or submitted after due date and time are liable for rejection.
- d. In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, the DIT, GNCTD reserves the right to reject the Bid and forfeit the EMD.
- e. If the Bidder do not meet even one of the Pre-Qualification criteria, the Bidder shall be disqualified, and the entire Bid shall be rejected.
- f. If there is any discrepancy in the Commercial Bid, it will be dealt as per the following:
  - i. If, in the price structure quoted for the required goods / services / works, there is discrepancy between the Unit Price and Total Price (which is obtained by multiplying the Unit Price with the quantity), the Unit Price shall prevail and the Total Price corrected accordingly.
  - ii. If there is an error in a Total corresponding to the addition or subtraction of Subtotals, the Subtotals shall prevail, and the Total shall be corrected.
  - iii. If there is a discrepancy between words and figures, the amount in words shall prevail.
  - iv. If there is such discrepancy in an offer, the same shall be conveyed to the Bidder with target date up to which the Bidder has to send his acceptance on the above lines and if the Bidder does not agree to the decision of the DIT, GNCTD, the Bid is liable to be ignored and will be rejected.
- g. In case of any missing document, DIT, GNCTD has exclusive rights to seek additional documents/clarifications.

#### 4.30 Disqualification

Bids are liable to be disqualified in case of any of the below-specified events / circumstances.

#### 4.30.1 General criteria

- a. Bids not qualifying under eligibility criteria.
- b. Bids submitted without or improper EMD.
- c. Bids received through Telex / Telegraphic / Fax / E-Mail / in-person
- d. Bids which do not confirm the requirement of unconditional validity of the Bid as prescribed in the RFP.
- e. Bids are signed digitally (through a Digital Signature Certificate) by a different person than that authorized to sign the Bid.
- f. Bids are submitted with initials and ink/digital signatures of a different person than that authorized to sign the Bid.
- g. If the information provided by the Bidders is found to be incorrect / misleading at any stage / time during the Tendering Process.
- h. Any effort on the part of a Bidders to influence the DIT, GNCTD bid evaluation, bid comparison or contract award decisions.
- i. Bids without signature of person (s) duly authorized on required (specified) pages of the Bid.
- j. Bids without power of authorization and any other document consisting of adequate proof of the

ability of the signatory to bind the Bidders.

- k. Technical Bid containing commercial details or any such hints / calculations / extrapolations / records.
- I. Revelation of Prices in any form or by any reason before opening the Commercial Bid.
- m. Failure to furnish all information required by the RFP or submission of a Bid not substantially responsive to the RFP document in every respect.
- n. Bidders not quoting for the complete Scope of Work as indicated in the RFP documents, addendum (if any) and any subsequent information given to the Bidders.
- o. Bidders not complying with the Terms and Conditions as stated in the RFP documents.
- p. The Bidders not confirming unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this RFP.

#### 4.30.2 Commercial Criteria

- a. Incomplete Commercial Bid.
- b. Commercial Bids that do not conform to the RFP's format.
- c. Total Bid Price quoted by the Bidders does not include all statutory taxes and levies applicable.
- d. If there is an arithmetic discrepancy in the Commercial Bid calculations the DIT, GNCTD shall rectify the same. If the Bidder does not accept the correction of the errors, its bid may be rejected.

### 5 Evaluation and Selection Process

#### 5.1 Opening of Bids

The Proposals shall be opened by the DIT, GNCTD in presence of those Bidders or their representatives who may be present at the time of bid opening.

The representatives of the Bidders should be advised to carry the identity card or a letter of authority from the Bidder for attending the event of opening of Bid.

There will be three bid-opening events:

- a. Set 1 (Pre-Qualification Bid)
- b. Set 2 (Technical Bid) and
- c. Set 3 (Commercial Bid)

d.

- The Technical Bids of only those Bidders will be opened who clears the Pre-Qualification Bid evaluation.
- The Commercial Bids of only those Bidders will be opened who score equal to or more than 70 marks in Technical Bid evaluation.

#### 5.2 Preliminary Examination of Bids

The DIT, GNCTD shall examine the Bids to determine whether they are complete, whether the documents have been properly signed and whether the Bids are generally in order. Any Bids found to be nonresponsive for any reason or not meeting any criteria specified in the RFP, shall be rejected by the DIT, GNCTD and shall not be included for further consideration.

Preliminary examination of Bids shall be held, and Bids will be treated as non-responsive, if Bids are:

- a. Not submitted in format as specified in the RFP document.
- b. Received without the Letters of Authorization (Power of Attorneys).
- c. Not submitted with or submitted with EMD Bank Guarantee of inadequate amount or duration.
- d. Found with suppression of details.
- e. With incomplete information, subjective, conditional offers and partial offers submitted.

- f. Submitted without the documents requested.
- g. Non-compliant to any of the clauses mentioned in the RFP.
- h. Submitted digitally through the DSC (Digital Signature Certificate) of a different person than that authorized to sign the Bid.
- i. Submitted with signature and initials of a different person than that authorized to sign the Bid.

#### 5.3 Clarification on Bids

During the evaluation of Bids, the DIT, GNCTD may, at its discretion, ask Bidders for any clarification(s) regarding their respective Bid. The clarification and the response shall be in writing, and no change in the price or substance of the Bid shall be sought, offered, or permitted.

### 5.4 Pre-Qualification Criteria

Minimum Pre-qualification criteria are as follows:

S.N.	CRITERIA	SUPPORTING DOCUMENTS
1	Bidder	
1.1	The Bidder must be registered under the Companies Act, 2013 OR a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932.	<ul> <li>Copy of Certificate of Incorporation</li> <li>Registration Certificate as issued by Registrar of Firms</li> </ul>
1.2	The Bidder must be in the business of IT/ITeS/ICT and should have successfully undertaken software development or IT project implementation anywhere in India within a period of last five (05) years as on date of bid submission.	Work Order of the latest software development or customization or IT implementation project awarded to the Bidder for a work in India (clearly indicating date of award).
1.3	Average annual turnover of the during the immediate three preceding financial years ending on 31st March 2025 which have been audited, should be at least INR100 Cr.  NOTE: For the purpose of this criterion, turnover of any parent, subsidiary, associated or other related entity will not be considered.	<ul> <li>Certified copies of audited financial statements / extracts from the audited balance sheet and profit and loss statements for the last three financial years. For the financial year 24-25 provisional Audit certificate may be considered.</li> <li>AND</li> <li>Certificate from Chartered Accountant in Practice for turnover for last three financial years.</li> </ul>
1.4	The Net Worth of the Bidder should be Positive for each of the last three financial years ending on 31st March 2025.	Certificate from the Statutory Auditor/ Chartered Accountant of Bidder

1.5	The Bidder must have been awarded projects of similar scope involving IT turnkey solutions for Central Government / State Government / Urban Local Bodies / PSUs in India during the last five (05) years (counted from the date of bid submission):  • One (01) project, not less than the amount INR 20 Cr.;  OR  • Two (02) projects, each of which is not less than the amount equal INR 12 Cr.;  OR  • Three (03) projects, each of which is not less than the amount equal INR 10 Cr.	Work Order + Completion Certificates from the client OR  Work Order + Phase Completion Certificate from the client  NOTE: Completion / Phase Completion Certificate / Work Order shall include the Scope of Work and value of work that has been executed.  Phase completion certificate to indicate the fee/payment made to the bidder, should be greater than or equal to the amount mentioned in the criteria.
1.6	Bidder must not be under a declaration of ineligibility / banned / blacklisted by any State or Central Government / any other Government institutions in India for any reason as on last date of submission of the Bid or convicted of economic offence in India for any reason in last 1 year.	Affidavit signed by authorized signatory/ies of Bidder in the format prescribed in Annexures.
1.7	OEM MAF and OEM Undertaking authorizing the bidder for the proposed solution and licenses.	OEM MAF and OEM Undertaking (Refer to Annexure)
1.8	The Bidder must have the following certifications:  1. CMMI Level 3 or above.  2. ISO 9001  3. ISO 20000  4. ISO 27001	Copy of the Valid Certificate issued by the Competent Authority which needs to be self-signed and stamped by the authorized signatory of the Bidder
1.9	The Bidder must be registered with the Goods and Service Tax (GST) Authorities.	Valid Goods and Service Tax (GST)     Registration Certificate.

1.10	Board resolution/Power of attorney in favor of authorized signatory of the Bidder (in the name of the person executing the bid, authorizing the signatory to commit the Bidder).	Power of attorney with appropriate supporting documents.
1.11	Bidder, must have at the time of bidding at least 100 resources delivering IT / ITeS-related services on its payroll having minimum Degree in Engineering/Technology. The Bidder must have at the time of bidding a registered office in India.	Certificate from HR Department of the Bidder The Bidder shall submit an undertaking for the same confirming that the bidder has at the time of bidding an office registered in India.
1.12	Bidder shall have an office in Delhi, Gurugram, Faridabad, Ghaziabad, Noida, Greater Noida or Sonipat.  Bidder does not have an existing office, they shall submit an undertaking indicating that they shall set-up the indicated office within 30 days of being awarded the work.	Letter from the Bidder , indicating their presence in Delhi, Gurugram, Faridabad, Ghaziabad, Noida, Greater Noida or Sonipat along with complete address of the facility and contact details of facility administrator.

	2	ANALYTICS SOLUTION CRITERIA	
2		Minimum 3 orders (direct or through Authorized partner) from Central Govt. departments / State Govt. departments / Urban Local Bodies / PSU's in India in which software license value in each order should be minimum INR 2 Crores or above in Data Management / Advanced Analytics / Business Intelligence (BI) tool in last 5 years from the date of submission of the RFP.	Purchase Order Copies OR Agreement Copies  OR  Work Order specifying value of licenses and OEM certificate specifying the project value

## 5.5 Technical Qualification Criteria

The minimum Technical Qualification criteria are as follows (Please refer annexure for scenarios of how the TQ marks will be calculated based on the below criteria):

S.N	CRITERIA	MAX. MARKS	SUPPORTING DOCUMENTS
	TECHNICAL QUALIFICATION	IVIARKS	
1	TECHNICAL GOALITICATION	45	
1.1	Average annual turnover of the Bidder during the immediate three preceding financial years ending on 31st March 2025 which have been audited, should be at least INR100 Cr.  >=100Crores to <150 Crores >=150 Crores to <200 Crores >=200 Crores	<b>5</b> 1 3 5	Certificate from Chartered Accountant in practice mentioning the annual turnover for past 3 years ending as on 31 <sup>st</sup> March 2025.  • Copy of the audited Balance sheet, for the concerned years needs to be submitted along with the Certificate. For the financial year 24-25 provisional Audit certificate will be considered.
1.2	Bidder should have implemented or be under implementation of project of similar scope of work in Central Govt. departments/ State Govt. departments / Urban Local Bodies / PSU's in India in last 5 years.  If the number of projects is: (Max 15 marks) 1 Projects: 7.5 Mark 2 Or more Projects: 15 Marks	15	Purchase Order Copies OR Agreement Copies OR Work Order specifying value of licenses     Scope of Work (from RFP or agreement or similar document).
1.3	Bidder should have Experience of implementing and utilizing Advance Analytics/Data Management/ Business Intelligence (BI) tool projects of value not less than 1 Crore in Central Govt. departments/ State Govt. departments / Urban Local Bodies / PSU's in India in at least last 05 years from the date of submission of bid.	10	Work Order + Completion Certificates from the client OR

	If the number of projects is:		► Work Order + Phase Completion Certificate
	(Max 5 marks)		from the client
	3 Projects: 1 Mark		
	4 Projects: 3 Marks		NOTE: Completion / Phase Completion
	5 Projects: 5 Marks		Certificate
			/ Work Order shall include the Scope of Work
	If walve afthe any deline deline		and value of work that has been executed.
	If, value of the any claimed single		Phase completion certificate to indicate
	project* for Analytics/Data		the fee/payment made to the bidder,
	Management/ Business Intelligence (BI)		should be greater than or equal to the
	tool is: (max 10 marks)		amount mentioned in the criteria.
	>=2Crores to < 5 Crores: 1 Marks		
	>=5 Crores to < 10 Crores: 3 Marks		
	>=10 Crores: 5 Marks		
			Work Order + Completion Certificates
	The Bidder must have successfully		along with no of department
	completed the data integration project		integration details from the client
	of multiple departments on a single		OR
	platform with any Central Government		
	Departments / State Government		Work Order + Phase Completion Certificate
	Departments / Urban Local Bodies /	10	along with no of transaction details with
	PSUs in India during the last five (05)		department integration from the client
1.4	years.		
	Number of departmental data integrated		NOTE: Completion / Phase Completion
	on a single platform is:		Certificate / Work Order shall include the Scope
	(Max 10 marks)		of Work and value of work that has been
			executed.
	1 5-10 departments: 4 Marks		Phase completion certificate to indicate the
	2 10-15 department: 6 Marks		fee/payment made to the bidder, should be greater
	3 15-20 department: 8 Marks 4 > 20 department: 10 Marks		than or equal to the amount mentioned in the
	4 > 20 department. 10 Marks		criteria.
	CMMI Certification –The bidder	5	** • Copy of the Valid Certificate issued by the
	must have valid Certifications.		Competent Authority which needs to be self-
	If the bidder has:		signed and stamped by the authorized signatory
			of Bidder.
1.5	Level 3 Certificate	2	
	Level 4 Certificate	3	
	Level 5 Certificate	5	
2	APPROACH & METHODOLOGY	10	Technical Proposal

2.1	Technical Presentation cum Demo of the application	05	Presentation in accordance with below agenda:  1. Technical Presentation on demonstration  2. Demonstration of few selected functionalities answered affirmative in the section "Technical Specification" can be requested during this demonstration.  3. Case study of similar projects executed in the past by the Bidder.  4.
2.2	Technical Proposal	5	<ul> <li>a. Understanding of Requirements – 1 mark.</li> <li>b. Proposed Technology         Solution – 1 mark</li> <li>c. Overall Approach and         Methodology – 1 mark</li> <li>d. Proposed Resource Deployment Plan         Handholding, Training and Capacity         Building – 1 marks</li> <li>e. Proposed Project Plan and timeline – 1 marks</li> <li>Bidder to attached self-assessment report         meeting the requirements of the RFP</li> </ul>
3	TECHNICAL QUALIFICATION Proposed Solution	10	
3.1	OEM should Provide the MAF for the proposed solution.	5	Certificate from the OEM / Cloud Service Provider for the number of licenses, products, support, new release, Patches, upgrades etc.
3.1		5	Provider for the number of licenses, products,
	proposed solution.  OEM of the proposed data analytics solution should have average transactions per day.  At least 50 thousand average transactions per day = 2 Mark  At least 75 thousand average transactions per day = 3 Mark  At least 100 thousand average		Provider for the number of licenses, products, support, new release, Patches, upgrades etc.  Purchase Order Copies OR Agreement Copies OR Work Order specifying record OR OEM Self Certification by authorized signatory along with

	10 - 12 years of experience	1.5	
		2.50	_CVs submitted
	12 + years of experience	2.50	
	15 + years of experience	5	NOTE:  1) Bidder is expected to highlight the
	Experience of managing 1–2 projects of similar scope, including the use of AI/ML, in the Government sector	1.5	following in each CV submitted:  a) No. of years of relevant experience  b) Details of project and role presented as
	Experience of managing 3–4 projects of similar scope, including the use of AI/ML, in the Government sector	4.5	part of relevant experience
	Experience of managing 5 or more projects of similar scope, including the use of AI/ML, in the Government sector	5	2) Bidder is expected to submit only the exact no. of CVs that are required. In case, additional CVs are submitted,
4.2	Solution Architect	5	only the required no. of CVs in the
	10 - 12 years of experience	1	order of submission shall be
	> 12 - 15 years of experience	1.25	considered.
	15+ years of experience	2	
	Relevant technology certifications	1	3) The team members must be on the
	Experience of architecting 1 - 2 same scope of work projects	0.5	rolls of the bidder for at least the six months preceding the bid submission date.
	Experience of architecting 3 - 4 similar		
	scope of work projects	1	
	Experience of architecting 5 or more projects for data integration  / Warehousing	1	
4.3	Data Architect	5	
	Degree/Certificate in relevant field of Data Science/ Data Analytics	2.5	
	5 to 7 years of experience	2.25	
	7+ years of experience	2.5	
4.4	Data Engineer	5	
	3 to 5 years of experience	2.25	
	5 to 7 years of experience	2.5	
	7+ years of experience	5	
4.5	UI/UX/Visualization Developer	5	
	3 to 5 years of experience	2.25	
	5 to 7 years of experience	2.5	
	7+ years of experience	5	]
4.6	API Developer	5	
	3 to 5 years of experience	2.25	
	5 to 7 years of experience	2.5	
	7+ years of experience	5	

Criteria	Marks
Technical Qualification: Bidder	45
Approach & Methodology	10
Technical Qualification: Proposed Solution	10
Profile Of Proposed Team Members	35
Total Marks	100

#### Note:

Projects submitted by the Bidder as part of experience towards eligibility and technical qualification criteria should have been undertaken by the bidding entity as a Bidder.

### 5.6 Evaluation

The Bids from bidders will be evaluated based on evaluation parameters mentioned below.

- 1) This is a Quality and Cost Based Selection (QCBS). The technical evaluation marks would be given 70% weightage and commercial evaluation marks would be given 30% weightage to arrive at a composite score. QCBS ensures a better technical solution by assigning higher weightage to the technical prowess of the bidder.
- 2) The Bidder with the highest composite score shall be awarded the Contract. However, the Purchaser reserves the right to confirm the Bidder with the highest composite score as Successful Bidder subject to approval of the Competent Authority.

The steps for evaluation are elaborated in following sub-sections.

### 5.6.1 Stage 1: Pre-Qualification

**In Stage 1:** Pre-Qualification (**Set 1**): Only bidders meeting the pre-qualification criteria which includes EMD also will proceed to the next stage, and the Technical Bids of disqualified bidders will not be considered.

### 5.6.2 Stage 2: Technical Evaluation

Technical Evaluation will be conducted for those bidders who successfully clear the pre-qualification stage. The Technical Bids (Set 2) will be assessed for responsiveness to the RFP requirements, and any bid found to be non-compliant may be disqualified at the DIT, GNCTD's discretion. The technical solutions proposed by the bidders will be evaluated against the defined technical evaluation framework. Additionally, shortlisted bidders would be required to demonstrate their proposed solution. A formal presentation will also be required as per the agenda outlined in the RFP. Each Technical Bid will be assigned a technical score (Tn) out of 100 marks, adjusted to two decimal places. Only bidders securing 70% or more in the technical evaluation will proceed to the commercial evaluation stage. Any bidder failing to meet the minimum technical score will be disqualified, and their commercial bid will not be opened.

### 5.6.3 Stage 3: Commercial Evaluation

- The Financial Bids of technically qualified Bidders will be opened on the prescribed date in the presence of Bidder representatives.
- If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- The Bidder with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the Bidders which did not get disqualified on the basis of point b above). Financial Scores for other than L1 Bidders will be evaluated using the following formula:
  - Financial Score of a Bidder (Fn) = {(Commercial Bid of L1/Commercial Bid of the Bidder) X 100}
  - Adjusted to two decimal places.
- Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- The bid price will include all taxes.
- Any conditional bid would be rejected
- Errors and Rectification: Arithmetical errors will be rectified as per the details provided in section 4.30 of this RFP.

### 5.6.4 Stage 4: Combined and Final Evaluation

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

Bn = 0.70 \* Tn + 0.30 \* Fn

Where

Bn = overall score of Bidder

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

Fn = Normalized financial score of the Bidder

In the event, the highest composite bid scores of more than one Bidders are 'equal', the Bidder securing the highest Technical Score will be adjudicated as the Successful Bidder for award of the Project. If the technical scores are also identical, the bidder with greater relevant project experience shall be considered the selected bidder.

### 6 Award of Contract

The PBG will be equivalent to Five (5%) of the contract value

### 6.1 Award Criteria

The DIT, GNCTD will award the Contract to the Successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the most responsive Bid as per the process outlined in the previous section.

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

The DIT, GNCTD reserves the right to accept or reject any Bid, and to annul the Tendering Process and reject all Bids 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 the DIT, GNCTD's action.

#### 6.3 Notification of Award

Prior to the expiration of the validity period, DIT, GNCTD will notify the Successful Bidder in writing by email/letter that their Bid has been accepted by issuing a Letter of Intent (hereinafter referred to as "LOI"). In case the Tendering Process has not been completed within the stipulated period, the DIT, GNCTD, may request the Bidders to extend the validity period of their Bids.

The decision to extend the validity period of their Bid shall be the Bidder's prerogative.

### **6.4** Performance Bank Guarantee (PBG)

Within thirty (30) days from the date of issuance of LOI, the Successful Bidder shall, at their own expense, submit an unconditional and irrevocable Performance Bank Guarantee (hereinafter referred to as "PBG") to the DIT, GNCTD.

The Performance Bank Guarantee shall be for an amount equivalent to five (5) % of Total Contract Value. The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in the

RFP, payable on demand, for the due performance and fulfilment of the Contract by the Bidder.

If required, successful Bidder may have to extend the validity period of Performance Bank Guarantees, without any condition, as per the directions of the DIT, GNCTD. In the event of any Contract amendment, the Bidder shall, within thirty (30) days of receipt of such amendment, furnish the revised PBG, rendering the same validity for the duration of the Contract, as amended.

In case the Successful Bidder fails to submit Performance Bank Guarantee within the time stipulated, the DIT, GNCTD may at its discretion cancel the Letter of Intent (LOI) without giving any notice and encash the EMD furnished by the Bidder, in addition to any other right available to it under this RFP. The PBG furnished by the successful Bidder shall be in the manner prescribed in Annexures of this RFP. The Successful Bidder shall ensure, the PBG is valid at all times during the Term of the subsequent Contract (including any extensions; if any) and for the extended periods beyond all contractual obligations (as specified in the RFP), including warranty terms.

The DIT, GNCTD may invoke the PBG in the event of a material breach by the Successful Bidder leading to termination for material breach.

In the event of the Bidder being unable to service the Contract for whatever reason(s), the DIT, GNCTD shall have the right to invoke the PBG Notwithstanding and without prejudice to any rights whatsoever of the DIT, GNCTD under the Contract in the matter, the proceeds of the PBG shall be payable to the DIT, GNCTD as compensation for any loss resulting from the Bidder's failure to perform / comply its obligations under the Contract.

The DIT, GNCTD shall notify the Successful Bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the Bidder is in default. The DIT, GNCTD shall also be entitled to make recoveries from the Bidder's bills, Performance Bank Guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

In addition, PBG shall be invoked by the DIT, GNCTD, in the events where the Bidder:

- a) Fails to meet the overall penalty condition as mentioned in the RFP or any changes agreed between the parties,
- b) Fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of the DIT, GNCTD,
- c) Misrepresents facts / information submitted to the DIT, GNCTD.

The Performance Bank Guarantee may be discharged / returned by the DIT, GNCTD upon being satisfied that there has been due performance of the obligations of the Bidder under the Contract.

NO interest shall be payable on the Performance Bank Guarantee

### 6.5 Failure to agree with the Terms and Conditions of the RFP

Failure of the Successful Bidder to agree with the Terms and Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the DIT, GNCTD may award the contract to the next best value bidder or call for new proposals.

In such a case, the DIT, GNCTD shall invoke the PBG of the Successful Bidder.

### 7 Scope of Work

The bidder must design, develop, deploy and maintain a data integration and data exchange platform called the Delhi Unified Citizen Data Platform. Delhi Unified Citizen Data Platform shall host citizen's demographic information and deliver a master record of the citizens through entity resolution and surviving record identification. It must also create a unique identification number for the master record and manage changes to citizen data received from departmental databases, keeping the master data record up to date. The unique identification should be available to all the departmental databases through API/ Webservices and any other mode available. The unique identification number should also be augmented with a household identification number, which will be a unique record of all the households, with contributing citizen records for the household. Further functionalities for this platform like reporting and analytics should be built.

The unique identification will be available in all the departmental databases as reference key of Aadhar Data Vault. The unique identification number should also be augmented with a household identification number, which will be a unique record of all the households, with contributing citizen records for the household.

Active ration card numbers with seeded Aadhar will be default unique household identification numbers for all member's whose Aadhar are seeded to the respective ration card. For citizens not having their Aadhars seeded to any ration card, an option for creating family by entering their Aadhar details will be made available. D-UCDP Platform comprises several components, some of which are indicated below and further detailed in the subsequent sections. How ever this is not an exhaustive list and may change during the course of project at the discretion of DIT, GNCTD.

- 1. Single Sign-on module which can be used by all existing GNCTD systems & portals
- 2. Data Management Services
- 3. Participating department and databases (Aadhar Authenticated Priority Databases. Aadhar Authenticated Non-Priority and Non Aadhar Authenticated Databases)
- 4. Citizen Master Data
- 5. D-UCDP Portals
- 6. Citizen's facing mobile App
- 7. Dashboards and Reports
- 8. Interactive Analytical Platform
- 9. Self Service and ad-hoc Reporting
- 10. Alert and Investigation
- 11. Linkages to watch listed individuals/ households
- 12. Scheduler, SMS/Mail Integration
- 13. Search Services
- 14. Audit/Monitoring Portal
- 15. API Services
- 16. User Management Portal
- 17. Third Party Integration
- 18. Educational Contents
- 19. Solution Security
- 20. Infrastructure.

### Approach to the D-UCDP Project

The D-UCDP project will be implemented in a hybrid manner. A minimum viable Golden record will be defined by GNCTD.

In phase 1, only Aadhaar authenticated databases will be utilized to create a Golden record of a citizen, starting with priority databases. In phase 2, all other Aadhar authenticated databases, not in the priority list and non-Aadhar authenticated databases with a unique identifier will be utilised to enrich the golden records.

#### **Hybrid Approach**

- 1. Inorganic Data Collation: Data will be fetched from Aadhar and non-Aadhaar authenticated databases of the Government departments and agencies.
- 2. Organic Data Collation (Citizen Registration on portal): citizen will register on citizen portal and provide consent to use his/her Aadhaar data & uploads proof for attributes which are not authenticated. These proofs are to be validated by the parent department.

#### **Concept of UHDID-**

- 1. Each citizen registering on the portal will provide his/her Aadhaar. During the Aadhaar authentication process which should include facial eKYC, the demographic details of the citizen will be fetched and a UHDID will be generated for the citizen. This record will be called the Golden Record.
- 2. Such UHDID will be unique to each citizen and will be immutable.
- 3. This UHDID will be seeded with all Aadhaar and Non Aadhaar authenticated databases.
- 4. Once the project kick starts and as soon as possible UHDID will be made mandatory for all the Departments when they take new registrations of the citizen (both schemes and services.)
- 5. When a user enters his UHDID at the time of scheme application, the golden record is ingested into the system and the citizen data is auto populated based on the information in the databases integrated within D-UCDP.

### Golden record

#### Golden Record for the purpose of this project has been defined as follows:

- It is a unique record created for an individual which will facilitate as a unique identifier to identify, track, etc. an individual / entity across various databases available with the GNCTD and Government of India
- This record will comprise of various unique attributes that have been collated from various data sources which will facilitate identification of an individual in terms of profession, benefits or services availed, etc.
- This record being capable of facilitating creation of data driven digital family identifier across these databases. This record, its attributes must serve as single source of truth.
- This record will help information systems that support outreach, intake, registration, and determination of potential eligibility for one or more social programs also known as Social Registries.
- The Golden Record **may** consist of the following attributes but not limited to the below mention attributes only and subject to change:

Sr No	Category	Attribute	Proposed Source
1	Personal Details	Unique Citizen Identifier	State Generated
2	Personal Details	First Name, Middle Name, Last Name	UIDAI, Passport Authority
3	Personal Details	Date of Birth, Place of Birth	Local Government, Health Records

4	Personal Details	Gender, Marital Status	Revenue Dept, UIDAI	
5	Personal Details	Caste, Sub-Caste, Caste Certificate Number	Revenue Dept, School Leaving Certificate	
6	Personal Details	Domicile Status	Revenue Department	
7	Personal Details	Educational Qualification	School/University Databases	
8	Personal Details	Number of Children	Food & Civil Supplies Department, Women & Child Development Dept.	
9	Personal Details	Father's ID, Mother's ID	State Generated	
10	Address Details	Permanent Address, Temporary Address	UIDAI, Passport Authority	
11	Employment & Financial	Employment Status, Employer Details	Ministry of Labour & Employment	
12	Employment & Financial	Pension Details	Pension Authority	
13	Employment & Financial	Bank Account Number, Bank Name, IFSC Code	State Generated, NPCI	
14	Employment & Financial	EPFO Number, UAN Card	EPFO, Labour Dept.	
15	Property & Assets	Land Ownership (Khata number , Khesra number and Jamabandi number)	Land Records, Revenue Dept.	
16	Property & Assets	Property Tax Details	Urban Local Bodies, Revenue Dept.	
17	Property & Assets	Cadastral Survey Number	Land Records Department	
18	Property & Assets	Number of Vehicles Owned	RTO, Transport Dept.	
19	Property & Assets	Vehicle Registration Number, RC Card Number	RTO, Transport Dept.	
20	Property & Assets	Vehicle Tax Receipt Number	Transport Dept.	
21	Social Benefits & Welfare	Ration Card Number, Ration Type	Food & Civil Supplies Dept.	
22	Social Benefits & Welfare	BPL Status, BPL Certificate Number	Food & Civil Supplies Dept, State Generated	
23	Social Benefits & Welfare	Scholarship Details	Education Dept., Tribal Dev. Dept.	

24	Social Benefits & Welfare	Widow/Widower Certificate State Generated		
25	Health & Disability	Health Insurance Number	Health Dept., Insurance Companies	
26	Health & Disability	Disability Status	Public Health Dept., Social Justice Dept.	
27	Health & Disability	Ayushman Bharat Health Account Number	Health Dept.	
28	Identification Documents	Aadhaar Number, PAN Card Number	UIDAI, Income Tax Dept.	
29	Identification Documents	Passport Number	Passport Authority	
30	Identification Documents	Election Card Number (EPIC)	Election Commission	
31	Legal & Certification	Trade License	Labour Department	
32	Legal & Certification	Legal Heir Certificate	Urban Local Bodies	
33	Legal & Certification	Minority Certificate	Revenue Dept.	
34	Legal & Certification	Solvency Certificate	Revenue Dept.	
35	Legal & Certification	Character Certificate	Medical Education & Drug Dept.	
36	Scheme Beneficiaries	Details of Social Welfare Benefits Availed	Social Welfare Dept., Direct Benefit Transfer Portals	
37	Personal Details	Date of Death	Local Government, Health Records, Succession Certificate	

An attribute is considered authenticated if:

1) It is validated by the parent Government department  $% \left( \mathbf{r}\right) =\mathbf{r}^{\prime }$ 

OR

2)) The attribute is fetched from an Aadhar authenticated database

The non-authenticated data will be used for scheme planning and as an input to the departments for Application Scrutiny ONLY. Whereas the authenticated data can be used for scheme or service delivery by the GNCTD.

Following are the guidelines related to various fields and their owner Departments within a Golden record

- 1. All fields have necessarily an attribute of parent department this means that all fields shall have single source of truth.
- 2. If any field in Golden record is assigned to a department, it shall necessarily have a web-service opened for D-UCDP to fetch that data in case of any updates.
- 3. Every field, not being a UHDID field, that is needed for offline processing (individually or for planning) shall have an authentication time stamp.
- 4. The system may not store bank related information. The system will be integrated with AePS.

#### Creation of a family

- Food & Civil Supplies database will be the first database to be collated. The FCS database has a unique ration card number and Aadhar details of all family members. These ration cards & mapped Aadhar card holders will be default families. The system will assign a family id to these default families in the Golden record. Whenever any citizen with Aadhar mapped to Ration card logs in his default family as per ration card can be viewed.
- 2. For citizens who do not have a ration card or Aadhar is not seeded to ration card, they can create their families on the citizen portal by entering their Aadhar details & Aadhar details of other family members. All possible modes of notification like SMS/Email/WhatsApp will be used to notify members. Only after other family members accept relation, will a family id be assigned in their Golden record.
- 3. Any citizen can modify their existing family by updating the FCS database and any updates made in the parent database would be fetched into D-UCDP. All updates in the records shall be done in the parent
  - database of the owner department, such changes would be then pushed into D-UCDP through API connectors.
- 4. The D-UCDP system will be linked with Digi Locker and other GNCTD databases via API. Bidder will be responsible for integration with Digi Locker.

#### Note -

- 1) Golden record attributes can be fetched for any new registration related to schemes/service
  - a. Scheme implementing Department will decide in conjunction with Information Technology Department, Delhi the data attributes that will be fetched from D-UCDP platform.
  - b. Scheme implementing Department will decide in conjunction with Information Technology Department, Delhi the data attributes that will be entered by the Citizen on the scheme application portal.
  - c. Service provider Department will decide in conjunction with Information Technology Department, Delhi the data attributes that will be fetched from D-UCDP platform.
  - d. Service provider Department will decide in conjunction with Information Technology Department ,Delhi the data attributes that will be entered by the Citizen on the scheme application portal
- 2) As part of the D-UCDP implementation, the Departments will initially provide dump of data to Information Technology Department, Delhi. Post creation of the D-UCDP system with the legacy data dump, the department database will then continue to feed updates/new data into the D-UCDP database in regular and scheduled batches through API connections or DB links.
- 3) The Departments will ensure that the following guidelines are adhered to while taking citizen registrations for new schemes. Departments shall submit the fields being used as input/output to Information Technology Department, Delhi. All the attributes shall be categorised as below:
  - a. Authenticated Golden record attribute these fields should not be asked repeatedly from citizen
  - b. Data attribute owned by some other department these fields cannot be an input if data is available with some other department database
  - c. Data attribute owned by same department these fields can be an input if not already requested in some other scheme of same department. However, these fields need to be validated prior to disbursal of benefit or scheme.

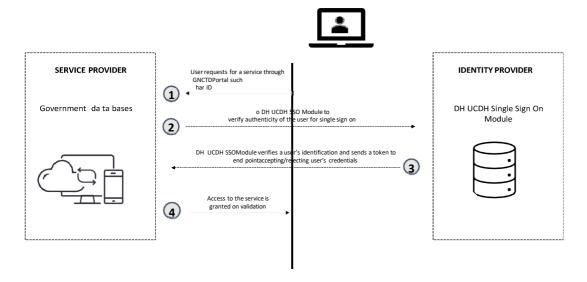
### 7.1 Single Sign-on Module

GNCTD, it's departments & agencies host multiple portals, websites and mobile applications which are used for unidirectional or bi-directional interactions with citizens of the state & employees of the Government. The purpose of these portals/websites/ mobile applications is to provide schemes benefits, service delivery & information exchange with the citizens. Currently, all such systems require citizens to register themselves on the each of the platforms, through a password enabled login wherein a citizen sets a unique login password, and the platform then assigns a username to the citizen. With numerous platforms, it becomes cumbersome for the citizens to remember multiple credentials to access the different platforms.

As proposed for the D-UCDP project, GNCTD is collating a unique golden record for citizens, which is seeded to a unique identifier for the citizen, it is also an endeavour to provide a single sign-on (SSO) functionality for the citizens to access all GNCTD digital platforms through the D-UCDP portal.

Single sign-on (SSO) is an authentication method that enables citizens to securely authenticate with multiple portals/ applications by using just one set of credentials. Citizens no longer have to keep track of different sets of credentials and can simply use a single password to access all Government portals To ensure complete security and user identification, a multifactor authentication should be required when signing on using a different device. Registration on Single Sign-on system can be using Aadhar number or Mobile number or email id of the citizen.

The login credentials i.e. username & password generated by SSO module can be used as another mode of logging in to any GNCTD portal. SSO enables citizens to attain faster and smoother access to GNCTD platforms SSO scope as part of D-UCDP project is limited to that of an Identity Provider mentioned in diagram below



### 7.1.1 Consent Management Services

Consent Management Services should be a part of the Module. When any citizen Department Portal through a Single Sign on Module created under the scope of D-UCDP, it must trigger a pop up that seeks the citizen consent(which may include facial eKYC), enabling them to approve and revoke consent of sharing personal data to departments. While saving the consent for any of the services, all user detail, the device IP, timestamp is to be recorded. Consent Management service would integrate with D-UCDP Platform to save /

retrieve all the citizen consent data. The consent mechanism can also be provided using a service delivery channel used by other line departments. As and when service is availed across line department citizen consent can be obtained provided a golden record exists.

### 7.2 Data Management Services

Data Management is the foundational block of D-UCDP. This layer is responsible to read the data in its raw form from heterogeneous data sources and store the final resultant data as a single source of truth which could be taken by various downstream systems for various other analyses. This layer should also enable modular development so that any request for addition of new data source should require minimal efforts and developed modules could be used with enhanced capabilities.

The Data Management Services should have functionalities elaborated in the sections detailed below.

#### 7.2.1 Data Access Connectors

The solution should connect to internal and external data sources like relational databases, CSV, APIs using native connectors. SI's responsibility will be to develop connectors irrespective of the underlying department database. Such connectors will fetch data in batches or on real time.

#### 7.2.2 Extract Transform and Load

The solution must unify data from internal and external data sources that have computerized data available as part of application databases.

### 7.2.3 Metadata Management

The solution must have Metadata Management for administration of data that describes other data. It involves establishing policies and processes that ensure information can be integrated, accessed, shared, linked, analysed, and maintained to best effect across GNCTD's Departments and other government agencies.

### 7.2.4 Data Quality

The solution must have strong data quality capability and should support the below given features.

### 7.2.4.1. Data Cleansing

The solution should identify and correct duplicate records, non-standard data representation and other data quality issues.

### 7.2.4.2. Data Profiling

The solution should validate the data against statistical measures and customized business rules; also, it should be able to uncover relationships across tables, databases, and different data sources.

### 7.2.4.3. Business Rule Validation

The solution should verify that the data meets government standards for data quality and business processes using validation routines assessed by statistical measures as well as customized business rules.

#### 7.2.4.4. Entity Resolution

The solution must come with strong data enrichment capabilities that use variety of advanced analytics to identify individuals from multiple sources from incomplete and non-obvious

relationships and manage entity resolutions including but not limiting to advanced matching techniques, transliteration tools and cognitive services. Please note that these functionalities must be available as a plug-in which may be appended at any point during and post implementation and such append should not affect the existing system architecture.

#### 7.2.4.5. Vocabulary and Knowledge base Replacement

The proposed solution should contain Indian Locale as a collection of files that store data and logic that define data management operations, such as data cleansing. This includes transliteration and matching logics to be applied on fields across the database to read data in Indian locale and transliterate it into English. This should be available as out-of-box. (Example – An Aadhar card may contain certain fields in the regional locale of the card holder's native village) Citizen Master Data

The final solution should generate and maintain a Master Data repository of household and citizens and maintain the changes in Master Data by fetching updates from department databases.

The objective of the citizen Unique Reference Key is to be able to associate entities across the social welfare system & service delivery platforms and be able to determine the right target audience for social benefit schemes & deliver services to citizens effectively without repeatedly collecting data/ documents from the citizens. This Master Data is also expected to host information related to citizen's asset holding through integration not limited to Inspector General Registration and Stamp(IGRS), Revenue Records, Vahaan, Census of India etc. and other association with the state. Historical social benefit data available in GNCTD is expected to be integrated. Upon citizen consent the data will be shared through an API to approved departments for their social welfare processes & delivery of services

The data in D-UCDP will not be changed directly. It will only reflect the changes that has taken place in source database. The master data when updated will then update the corresponding records retained by line department provided there are linkages through UHDID. In case of any changes in data the audit trail, log / ledger should be maintained using Block Chain like technology that must capture information related to which contributing record or attribute resulted in the change in record, including timestamping and source system Metadata.

### 7.3 Delhi Unified Citizen Data Platform Portal

The bidder shall develop a Citizen D-UCDP Portal and Departmental D-UCDP portal that facilitates registration of citizens for application to new social welfare schemes that would be launched post the go-live of D-UCDP system. Any earlier schemes that are currently ongoing would continue execution, as being done currently. However, inputs for such scheme execution would be provided through golden records being processed D-UCDP system.

The citizens while applying to a social welfare scheme shall login into D-UCDP through SSO (through Aadhaar Authentication). The D-UCDP Portal shall facilitate the data ingestion into existing system for operation of older schemes and newly launched schemes would be executed through D-UCDP directly.

Alternatively, the citizen will also have the option to link their DigiLocker account and authorize the government to access relevant documents required to determine eligibility.

Department portal objectives:

- Analysis to determine scheme beneficiary quantum, expenditure, budgeting, calculations etc
- Provide eligibility score analysis to concerned department/portal
- Scheme planning & budgeting
   This will include-

- For a given benefit amount, estimating the number of beneficiaries
- o For a given number of beneficiaries, estimate the total amount of benefit to be disbursed
- Update the status of the application received through department portal and D-UCDP
- Approve accepted application for DBT
- Generate payment file for further processing
- Search and generate a beneficiary list based on the search and eligibility criteria
- Upload adhoc data for matching with D-UCDP data repository
- For further investigation of specific cases related to linked entities, the Portals should have the capability to route for further enquiry by allowing access to the investigation platform.
- Creation of standard pre-build reports & dashboards
- Creation of customized pre-build reports & dashboards
- Review grievances raised by citizens on attributes (phase 2)
- Scrutiny process for grievances related to attributes (phase 2)

#### Citizen portal objectives:

- Registration & Login of Citizen through SSO
- Consent Management (providing and revocation)
- Family viewing, creation, mapping, de-mapping & change functionality
- Integration with Digi Locker
- Search and presentation of eligible schemes
- Application to a specific scheme
- View status of application
- View status of DBT payment
- Provide eligibility score for schemes
- Pre-empting based on citizen profile the schemes & services required by the citizen
- Attribute grievance registration (in case a particular attribute or profile is incorrectly mapped). This
  will redirect grievance to parent department
- The Portal are also expected to query for the Unique reference ID mentioned in the section "Citizen Master Data" and present data for verification and confirmation from the citizen (phase 2)
- Linkage from D-UCDP to Department Portal for application of earlier schemes that were launched before the go-live of D-UCDP

The D-UCDP Portal should comply to GIGW standard.

### 7.4 Citizen Facing Mobile App

#### Citizen portal

- 1. The citizen will either enter his/her Aadhaar and relevant details of the citizen should get auto populated into the citizen portal.
- 2. The citizen portal will allow the citizen to choose from which Aadhaar authenticated database to fetch his/her details. As and when the citizen clicks on the fetch icon on the database, the corresponding details will be fetched using UHDID as the unique identifier.
- 3. Citizen portal can be used by Citizen to identify schemes he/she is eligible for. Application for any ongoing scheme or service will be redirected to Department Portal portal respectively. However, all new schemes that would be launched by GNCTD after the launch of D-UCDP system, shall be through D-UCDP.

4. Consent from the Citizen should also be obtained to fetch the relevant details of the Citizen from multiple Databases including Aadhaar Database for delivery of scheme or service.

The bidder shall develop a citizen facing Mobile App that facilitates registration of citizens through SSO module. The app should support the latest version of iOS and Android smartphones and tablets. The bidder shall develop a citizen facing Mobile App that facilitates registration of citizens for application to various social welfare schemes. that is supported for the latest version of iOS and Android smartphones and tablets.

The Citizen facing Mobile App for the citizens should cater to below given objectives and all other functionalities developed on the citizen portal.

The Citizen facing Mobile App for the citizens should cater to below given objectives.

- Registration of citizen
- Aadhaar seeding and authentication
- Eligible scheme search and presentation
- Uploading of documents
- Access, view and download of all the documents
- Application to a specific scheme
- View status of application
- View status of DBT payment.

The citizen facing Mobile App is also expected to query for the Unique reference ID mentioned in the section "Citizen Master Data" and present data for verification and confirmation from the citizen.

The citizen facing Mobile App should be available for free in Apple App Store and Google Play Store. The Citizen facing Mobile App should run smoothly on both the operating systems. The bidder will be responsible to ensure that the citizen facing Mobile Apps are successfully hosted on Apple App Store and Google Play Store. The Apple App Store and Google Play Store accounts that will be used to publish the citizen facing Mobile Apps will be owned and operated by the DIT, GNCTD.

Necessary updates to the app for latest versions on iOS and Android need to be published frequently on App Store and Playstore. All bugs identified should be resolved regularly. Technical updates if any need to be incorporated.

The Citizen facing Mobile App should be able to integrate with UMANG App developed by the Ministry of Electronics and Information Technology, Government of India (MeitY, GoI).

### 7.5 Dashboards and Reports

As part of the D-UCDP Platform, the DIT, GNCTD also plans to prepare analytical reports which shall be of interest to various Departments of the GNCTD and other government agencies. These reports shall help in creating insightful analysis from the data being stored within the D-UCDP Platform. The reports shall help Department in making information-based decisions. Further, the DIT, GNCTD may want to correlate the reports with other indicators like number of schools, colleges, department offices, etc. to bring a perspective of planning and monitoring.

### 7.6 Interactive Analytical Platform

The analytics platform would be used by the department for various scheme planning and monitoring. The analytics platform would connect to the D-UCDP Platform based on user roles to get the data for analysis. GNCTD would require approximately 200 users to have access to this analytical platform. The analysis platform

would be used to create various analyses such as below.

#### 7.6.1 Scheme Performance

Enabling the department to monitor key KPIs for the social benefit schemes and let them analyse the usage and performance of individual schemes. Users should be able to easily select KPIs with respective to scheme or service being analysed.

### 7.6.2 Scheme Analysis and Reconciliation

The system should enable unsupervised machine learning so that the government will be able to reconcile similar schemes without effecting the target population. Such reconciliation would help the govt manage the schemes better, ensure better targeting and delivery of benefits to its citizens and easy tracking of leakages. The proposed system would make the required actionable insights to authorized official

### 7.6.3 Scenario Analysis

Scenario planning can typically be used for strategy formulation by department that must develop a point of view about a distant future to make decisions about capital investments today. Scenario analysis can be an effective way to find out the total amount to be disbursed, number of potential beneficiaries, and the benefit to be provided to individual beneficiary etc.

### 7.6.4 Fund Utilization Analysis

The fund utilization analysis gives details concerning the way funds were used in a selected period. It shows the amounts issued for a particular scheme and how much was utilized. Such analysis would help the department in ensuring:

- sach analysis would help the department in ensuring.
- 1. Movement of funds from one to scheme to another depending on utilization.
- 2. Movement of funds from one scheme to another due to unseen events.
- 3. Financial control to ensure efficient use of funds.

#### 7.6.5 Beneficiary Lifecycle Overview

The solution should enable the GNCTD to monitor the end-to-end Lifecyle of a beneficiary. It should have the capability to generate a list of beneficiaries and suggest schemes that could be applicable based on various eligibility criterions. The system can also generate a list for all the people who need to be excluded from a social scheme depending on their current social indicators and financial status.

### 7.7 Self Service and Ad Hoc Analysis

The proposed system should enable web-based self-service and adhoc reporting capabilities. Self service capabilities should include:

- Interactive discovery of relationships, trends, outliers, etc. for business users and analysts.
- Analytical visualizations include box plots, heat maps, animated bubble charts, network diagrams, correlation matrices, line charts with forecasting, parallel coordinates plots, donut charts, decision trees and more.
- Geographical map views provide a quick understanding of geospatial data.
- Network diagrams provide the ability to display networks across a map.
- Reuse and share modifications to your report, such as filters, calculations, hierarchies, and report element formatting.
- Creation of calculated, aggregated, or derived data items.

Drag an Excel file or CSV onto your workspace and to start building reports or dashboards.
 Self-service Automated analysis to determine which variables contribute to an outcome and providing the explanation in simple natural language.

### 7.8 Alerts and Investigation

The solution should have a unique set of organic analytical capabilities deeply rooted in the analytical detection system. From a detection perspective, data analytics should help deliver more depth and richness compared to traditional rules-based solutions. For example, segmentation and clustering should allow department to better understand entity demographic profile and overlay targeted rules to find fraud in sub- groups. The state plans to deploy targeted approach to detect fraud instead of the traditional single approach. The State expects this approach to deliver two key benefits:

- 1. Finding suspicious activity before the funds are lost.
- 2. Reducing operational costs by eliminating false positives and optimizing the pace of detection.

Any Direct benefit Transfer (hereinafter referred to as "DBT") process may encounter multiple scenarios of internal leakages and financial abuse like siphoning of funds by employees in collusion with beneficiaries and other authorities. The DIT, GNCTD would like to curb losses due to such activities too.

The solution should enable the Department to apply hybrid techniques that combines advanced analytical techniques such as customizable business rules, anomaly detection, predictive models, network analysis, database searches and text mining.

The solution should be able to detect various anomalies and report it to the department such as

- Abnormality in registrations of the beneficiaries with respect to locations, agencies, and CSCs.
- Expediting processes by reporting gaps in payments and disbursements to eligible beneficiaries.
- Understanding pendency in payments and alerting to the state departments about the level where payments are stuck.
- Reduce the operating costs and bringing more efficiency in the process.
- Alerting duplicity in registrations using cognitive matching and alerting duplicity in payments using reconciliation leveraging advanced techniques and creation of a unified and standardized beneficiary base.

### 7.9 Linkages to watch listed Individuals/ Families

The solution should support Network analytics, which links department data to uncover hidden relationships. Network Analysis should use demographic data to build links between entities and uncover the hidden relationships that exist within a dataset and should automatically generate networks (groups of entities linked based upon their relationships with each other).

These networks can be used in the intelligence engine to provide additional layer of fraud detection. Such fraud detection mechanism will use network-based rules and analytical models.

### 7.10 Search Services

The search facility shall enable the departments or the Government outlets to search the D-UCDP Platform through single or multiple criteria to identify a beneficiary for providing services to the beneficiaries. The role-based access shall be provided to the departments to enable them in searching the record of the beneficiary. Resident's demographic details shall be provided to the user as part of this service. This facility must be provided through a custom development platform to suit the needs of the D-UCDP Platform. The search facility of the D-UCDP Platform should also get extended to the citizens of the State (via the Citizen portal). There

would be multiple search services as part of the scope

- Simple Service that return basic demographic details based on standard identifiers like Unique ID,
   Mobile no, Aadhaar number.
- Advanced Search search based on several fields with and/or operators used appropriately.
- The search should also support wildcard search.
- This search functionality should work in tandem with the Consent Manager so that the data privacy of the Citizen is protected
- All data security norms must be followed as per guidelines from Government of India. The Bidder will
  need to comply with the proposed Data Protection Bill (and any future modifications to the same),
  National Cyber Security Policy 2013, Privacy by Design framework, Aadhaar Act 2016 etc. in all
  functionalities and in all activities/operations performed by the Bidder's personnel and Department
  Users.y

### 7.11 Scheduler, WhatsApp/ SMS/ Mail Integration

The solution should have capability to schedule data integration jobs and reports. The solution should integrate with mail, WhatsApp and SMS gateway provided by the DIT, GNCTD through APIs to send the status of a job or aid the government send SMS' or WhatsApp messages to the population for any newly launched schemes or government programs.

### 7.12 Audit and Monitoring

The solution should have audit and monitoring that would help in managing and operating the the D-UCDP Platform to follow the operating and organizational requirements. It is the process of using manual and automated tools and techniques to ensure the best operating health of the infrastructure of the D-UCDP Platform.

#### 7.13 Delhi Unified Citizen Data Platform API Services

The bidder should provision data / business APIs needed for the D-UCDP Platform. Some of the required APIs but not restricted to could be:

**Authentication Service** – Should be able to authenticate and authorize the departmental user to login to internal portals via role-based access.

#### **Consent Management Services**

- a. The service should enable citizen to provision and revoke consent of sharing personal data to departments.
- b. While saving the consent for any of the services, all user detail, the device IP, timestamp are to be recorded.
- c. Consent Management service would integrate with D-UCDP Platform to save / retrieve all the citizen consent data.

**Scheme Eligibility Service** – should be able to list all the schemes pertaining to a beneficiary based on Aadhaar number

**Portal Data Services** – Data service APIs to read, write and update the citizen's data.

**Data Upload Service** – Should upload the data in a pre-defined format to the data management service.

**Data de-duplication Service** – Should match the upload record with the data within D-UCDP Platform and show an exception list that doesn't exist in the D-UCDP Platform.

**Grievance registration service** – Service to register a citizen grievance with the GNCTD with regards to any data attribute.

**Department Access API** - Service to access the parent department's database through development of API connectors and DB links that would feed in data into the D-UCDP database as regular batch uploads. Development of this Department Access API shall be the responsibility of SADT (elaborated in 7.17.1)

**Data Exchange API** – Service to exchange the data from the repository with departmental users or internal applications of the department. The data would be shared based on the authorization and the consent given by the citizen.

All the technical and operational support including but not limited to above mentioning services and interdepartmental co-ordination shall be the responsibility of the State API Development Team (SADT). The details of the SADT are as follows:

### 7.13.1 State API Development Team

SI is required to deploy the suitable 6 technical resources (as given below) as part of 'State API Development Team), at Information Technology Department, Delhi for API Development activities to be carried out during the implementation phase, and all the resources should be trained in the use of the deployed tools, technologies and should have requisite functional knowledge. They should undergo suitable trainings in relation to security aspects of the project and maintain the confidentiality of data. During the course of the contract, if it becomes necessary to replace any of the resources, bidder shall forthwith with due consent from Information Technology Department, Delhi provide as a replacement a resource of equivalent or better qualifications and experience than the resource being replaced.

#### 1. Team on Premises:

Resource Required	Number	Qualification and Experience Required	
Project Manager	1	a. Should have B.Tech/ B.E	
		b. Overall Experience of 10 years in software design,	
		development, testing and implementation	
		c. At least 4 years of experience as a Project Manager managing	
		large transformational projects	
Lead Data Engineer	1	a. Should have B.Tech/ B.E	
		b. Overall Experience of 7 years in IT	
		c. Experience of 4 years or more in Database design,	
		development, MDM, testing and implementation using	
		Python/SQL.	
		d. Experience of 4 years or more in Data Engineering solutions	
		using Big Data	
Database Administrator	1	a. Should have B.Tech/ B.E	
		b. Overall Experience of 7 years in IT	
		c. Experience of 4 years or more as DBA in handling 3-4 large	
		projects with high data transactions, large data growth and	
		high concurrency	
API Developers	3	a. Should have B.Tech/ B.E	
		b. Overall Experience of 7 years in IT	
		c. Experience of 5 years or more in design and development of	
		web applications	
		d. Experience building high performing APIs for real-time	
		transactions using multiple stacks consumed by multiple	
		applications	

- 2. SADT shall be co-ordinating with the SI/developers of the respective departments who would have developed the database. In cases where API connectors to the database are unavailable or the parent department is unable to provide the API, the SADT would be responsible for such development, in co-ordination with the department's developer/SI.
- 3. In case, based on the request of Information Technology Department, Delhi, if resources (Lead Data Engineer, DBA, Developer API) need to be deployed during the contract period, the rates quoted by the bidder in the price discovery items of BoQ will be used for finalizing the cost implications.
- 4. Payment to SADT would be made on actuals on a monthly basis. The pricing in the BoQ will be used for finalizing the cost implications. These payments would strictly be made on successful API development and on submission of the deliverables as defined by Information Technology Department, Delhi at the time of deployment of SADT for the stipulated period. It would be the responsibility of the bidder to ensure the timely delivery by SADT.

5. Information Technology Department, Delhi will provide necessary workspace and internet connection for the above team deployed at Information Technology Department, Delhi Successful bidder must ensure that the team members deployed at Information Technology Department, Delhi are fully equipped in terms of providing laptops, phones or any other accessories etc. and be operational for a stipulated period from the day the services are required until the period mentioned in the terms and conditions.

# 7.14 Use of Proprietary or Enterprise Open Source or Bespoke development for data functions

- a) Bidders can propose either enterprise open-source software or any proprietary software (from OEM) for database, MDM, data integration, data ingestion, data de-duplication and other data functions.
- b) If there is any system software or application software belonging to the bidder is being used in developing the system, no additional license cost would be paid beyond the development cost quoted. Information Technology Department, Delhi would be authorized to use SI's predeveloped software deployed on the project to perpetuity.
- c) If bidder uses any third-party software, system or application or any other proprietary software, bidder will purchase all such licenses and support in the name of Information Technology Department, Delhi. All such licenses, O&M & AMC costs would have to be factored in for a period of 10 years. No additional license or support costs would be paid outside of the quoted prices.

### 7.15 User Management Portal

The bidder should develop a User Management Portal which is a role-based access control provides management of users and modules that they can perform on objects. It describes the ability for administrators to manage user access based on user's role.

### 7.16 Third Party API / Data Integration

The bidder should provide integration with third party data / APIs needed for the D-UCDP Platform. Some of the third-party APIs, but not restricted to, could be:

- Department Portal
- Vahan APIs
- Sarathi APIs
- Aadhar Authentication APIs
- NPCI Mapper
- DigiLocker

### 7.17 Educational Content

The bidder shall create video as well text / graphical educational contents for the department users which will help them in understanding the process of:

- Beneficiary identification
- Creating dashboards and reports
- Scheme analysis
- Fund utilization
- GIS/Map based reports

- Scenario analysis
- Creating users, groups, roles and other administration activities

The bidder shall create video as well text / graphical educational contents for the citizens which will help them in understanding the process of:

- Registration on single sign-on
- Registering a grievance related to any attribute
- Family registration & creation

The educational content should be run in both Portal and Mobile.

### 7.18 Solution Security

The Project envisages a high degree of security control to ensure the data, which includes the entire state's citizen Personally Identifiable Information (hereinafter referred to as "PII") along with financial data is secure from all unauthorized access. The bidder should include the required security related services and solutions to secure the application and supporting infrastructure. Few of these services could be as below (but this list is only indicative and the bidder is required to perform necessary analysis regarding the security requirement and propose the details).

#### 1) SOC Services

- Comprehensive IT security log monitoring service (24x7x365) delivered remotely by leveraging AI / ML technologies as per the below criteria of Functional Principles. *Detection of Information Security Threat & Prevention of Impact/ Breach:* The SOC should be able to detect advanced security threats, patterns, abnormalities targeting the DIT, GNCTD's infrastructure and prevent breach. The service should have below capabilities but not limited to, Security Analytics, Monitoring and Feeds services, Threat Hunting, Incident Analysis and Response, Detect Unknown attacks, blind spots and deep detection.
- Incident Response and Management: The service should be able to orchestrate and automate incident response for 24x7 service window. It should have capabilities to report, log security incidents and track them to closure.
- Bidders are expected to bring in required technology to provide this service. Any interfaces / custom connectors required for integration needs to be considered by the bidder

Please note that bidder can provide the service from their own premise, but bidder should be able to transfer the service to DIT, GNCTD during exit management

#### 2) Vulnerability Management Services

The bidder shall be required to perform complete security assessment of the DIT, GNCTD's infrastructure using their own tool by deploying skilled resources remotely / onsite. Few mandatory assessments, but not limited to, Vulnerability Scan, Network Penetration Test, API / Application Penetration Test, Secure Code Review. The bidder needs to perform the assessment once a year.

#### 3) Designing Data Governance & Protection Framework

The bidder should develop Data Classification Guideline / Procedure documentation for complete data lifecycle, identify, classify data, create data inventory, Data flow diagram, data register, conduct Data Risk Assessment and review existing IT policies and procedures. The bidder should identify mitigating controls for supporting application and databases. The framework should provision data masking of sensitive / PII data of the citizens. The framework at a minimum should be aligned to Data Protection in India, Aadhar Act 2016 including any forthcoming laws/guidelines from Central or State Government authorities and others.

### 4) Security Audits Requirement

The bidder needs to perform Risk Assessment and Secure Network Architecture Assessments to assess the network architecture. The bidder should also perform security audits as per AUA KUA guidelines, as per the CERT-IN guidelines. On successful implementation of requirements, the bidder needs to issue a certification in-line with CERT-IN. AUA KUA Audit and CERT-IN Audit needs to be done at completion of the development phase and once every year during the support phase. Audit needs to be performed by CERT-IN certified auditor and bidder needs to engage the auditor. bidder shall be responsible for bearing the audit costs.

#### 5) Security Solutions

To strengthen and protect the DIT, GNCTD's environment against security threats the bidder should implement following security technologies, but not limited to DLP, WAF, DDoS solution. bidder needs to provide complete end to end security solution.

### 7.19 Infrastructure

The bidder should provide all the necessary infrastructure for the Project. This could include but not limited to:

- Servers
- Storage
- Network
- Firewall
- Disaster recovery
- Load Balancer

Any other infrastructure that is required for this Project would also be provided by the SI. The bidder would schedule periodic drills for disaster recovery (once a year):

- The Cloud site must be within India.
- The Cloud Service Provider (hereinafter referred to as "CSP") proposed by the bidder should have accreditations relevant to security, availability, confidentiality, processing integrity, and / or privacy Trust Services principles such as SOC 1, SOC 2, SOC 3.
- The CSP proposed by the bidder shall be empaneled with MeitY, GoI, as on Last Date for submission of Bids, for offering both DC and DR to government bodies. bidder should inform DIT, GNCTD if CSP loses empanelment status during the contract period. The bidder should migrate to another MeitY empaneled CSP within two months of current CSP losing empanelment.
- The CSP proposed by the bidder shall be empaneled with MeitY, GoI in government Community Cloud(GCC) category and must be Audited by STQC as on date of submission of the bid.
- The CSP shall provide cloud utilization report to DIT, GNCTD periodically or when asked. The CSP shall
  also provide an administrator level access to DIT, GNCTD which shall be valid during the entire contract
  period.
- The CSP proposed by the bidder shall comply or meet any security requirements applicable to CSPs published (or to be published) by MeitY, GoI or any standards body setup / recognized by Government of India from time to time, and notified to the CSP by MeitY, GoI as a mandatory standard.
- The CSP proposed by the bidder shall meet all the security requirements indicated in the IT Act 2000, the terms and conditions of the Provisional Empanelment of the Cloud Service Providers and shall comply with the audit criteria defined by STQC.
- The minimum distance between the proposed DC and DR site should be as per MeitY, GoI guidelines

during the project period. The cloud SLA defined by MeitY, GoI will be applicable. Bidder shall propose the CSP as per Meity empanelment details and related clarification only.

Note: In addition to the above-mentioned Scope of Work, the bidder shall also perform any other related tasks as assigned by the DIT, GNCTD.

### 7.20 Resource Planning

### 7.20.1 Resource requirement

Integrity of solution components is extremely important in the development process. The bidder needs to deploy its own team by assessing the requirement mentioned in RFP. Wherever possible OEM should provide their resource, for all important aspect of engagement, to safeguard the successful completion of the Project, i.e., Data Management, Administration, Reporting and Analytics without any gap. Bidder to ensure Project Team should be available at DIT, GNCTD throughout the Project duration and support them during the implementation as well as support phases of the Project.

### 7.20.2 Resource Engagement

D-UCDP is a specialized solution. So, it becomes important to deploy competent resources at DIT, GNCTD that can deliver the Project as desired.

Minimum resources required to execute the project with expected relevant experience is provided below.

Roles	Experience	
Project Manager	PM with at-least 10+ years of experience managing project in government sector	
Data Architect	Data Architect with at-least 10 years of experience in architecting solutions of similar scale	
Lead Data Engineer	Data Engineer with at-least 8 years of experience in solutions of similar scale	
Team Lead	Team lead with at-least 8 years of experience in managing teams for project of similar scale	
Solution Architect	Solution architect with at-least 10 years of experience in architecting solutions of similar scale	
UI Developers	UI developer with at least 5 years of experience in designing front end of web and mobile applications and design and development of dashboards	
UX Developers	UX Developer with at least 5 years of experience in concept design, prototyping, detail design, usability test and implementation	
Business Analyst	BI Analyst with at-least 5 years of experience in documenting business processes, user stories etc.	
Database Administrator	Database administrator with at-least 5 years of experience	
Cloud Architect	Cloud architect with at-least 8 year of experience in cloud computing strategy, cloud management and monitoring	
Cloud Engineer	Cloud engineer with at-least 5 years of experience in designing, implementing and manage cloud-based applications	
Information Security Consultant	Information security consultant with 3-4 years of experience to work closely with IT team for tracking and closure of security incidents.	

API Developers	API developers with at-least 4 year of experience in design, develop, and implement REST based APIs	
Software Developers	Software developers with at least 3 years of experience in programming complex portal development	
Quality Analyst	Quality analyst with at-least 4 years of experience in analyzing bugs and errors, documenting test results, recommendation of improvements etc.	
Quality Test Engineers	Testing engineers with at-least 3 years of experience in write test cases, conduct functional testing, identify bugs, and discuss bugs with developers etc.	

Over and above the abovementioned resources, bidder shall deploy 6 experienced resources for the State API Development Team, on as-needed basis, as desired during the contract period.

To ensure quality of delivery by incorporating the best practices / learning, the bidder should engage and utilize the resources supplied by the OEM of an Analytical Solution Provider, if a proprietary third-party software is being used.

OEM engagement will assure both, the DIT, GNCTD and the Bidder, that appropriate modules /products will be utilized during the development cycle and support phase to deliver a sustainable eco-system to the DIT, GNCTD, which will be further accepted and supported by the engaged parties without any failure. Being an exclusive

solution, the OEM involvement (of analytical solution) will also help the bidder ensure the industry best practices are inbred during deployment for solution scalability. Proprietary Third Party/Enterprise OEM engagement will be represented by procuring the services of OEM supplied resources to the SI.

The bidder must assure that the following OEM certified manpower will be utilized. The required OEM certified manpower to execute the project with expected relevant experience is provided below

- 1. Solution Expert (Alert Investigation and Detection): Solution Expert with at-least 5+ years of experience in similar solution on detection and Prevention
- 2. Analytics: Analytics / Modeler with at-least 5+ years of experience in analytics and Statistical Model Building
- 3. Data Management: Data Management Expert with at-least 5+ years of experience in Data Management
- 4. Business Analyst (Reporting and Dashboarding): BI Analyst with at-least 5+ years of experience in reporting and dashboarding
- 5. Administration: Solution Architect with at-least 5 years of experience in system Administration
- 6. Support Engineer: Support Engineer with at-least 3 years of experience in application support and maintenance

The bidder must assure that uninterrupted service is provided to the DIT, GNCTD and appropriate SLAs are adhered to.

The bidder is allowed to propose an onshore-offsite hybrid model for development, production and support stages.

### 8 Technical Requirements

### 8.1 Cloud Hosting

The bidder will be responsible for providing a MeitY empaneled Cloud Service Provider (CSP) within India, where the D-UCDP Platform will be hosted. The CSP proposed by the bidder shall be empaneled with MeitY, GoI in government Community Cloud(GCC) category and must be audited by STQC as on date of submission of the bid. Following are the requirements with respect to Cloud Hosting:

- Develop, prepare and provide a Cloud Solution Implementation Plan. The Implementation Plan shall have the detailed design, specifications, drawings and schedule along with inspection and test plan, risk matrix and risk mitigation strategy, training material and documentation for all deliverables.
- Responsible for the replication of data between the proposed Cloud Solution site and DR Site. The CSP
  will be responsible for commissioning the bandwidth, as required by the DIT, GNCTD, for replication
  of data and the SLA for the replication of data will be attributed to the CSP.
- The performance and capability of Disaster Recovery site (DR site) is required to be 50% of the capability of the Production site. The storage requirement should be same as production site.
- The solution is envisaged for application-level recovery scalable to site level recovery based on the impact of the disaster.
- Provide OS level security as per CSP standard operational procedures as defined in the Information Security Controls for Cloud Managed Services and supporting documentation.
- Network setup (including switches, routers and firewalls) and uninterrupted network availability through a network link dedicated for connecting between the main DC site, DR site and Cloud site.
- Necessary support in bringing the machines to login level in case of disaster / DR drills.
- Ensuring related DNS changes for internet, application availability and integrity, and database synchronization with application at DR site.
- 24x7x365 support for infrastructure restoration (from self and OEMs used), managed hosting support (including L1, L2, and L3 support), Uptime commitment up to OS levels, managed and monitored backup and backup retention (as per period required by the DIT, GNCTD), OS provisioning and management, dedicated security services operations, etc.
- Monitoring and maintenance reports over a monthly basis and as and when required.
- Availability of server logs / records for audits.
- Access to monitoring tools for measuring the service levels, application performance, server performance, storage performance and network performance.
- Scaling the server and storage infrastructure up or down based on the needs of the DIT, GNCTD.
- Cloud platform should provide encryption of all backup files and data and management of encryption keys as a service that can be enabled for the DIT, GNCTD that require such a service.
- Monitor and manage backup activity.
- In addition to the Primary DC, the CSP is responsible for Disaster Recovery Services so as to ensure continuity of operations in the event of failure of Primary Data Center and meet the RPO and RTO requirements.
- RPO should be less than or equal to 2 hours and RTO shall be less than or equal to 4 hours. The key transaction data shall have RPO of 15 minutes. However, during the change from DC to DRC or vice-versa (regular planned changes), there should not be any data loss. There shall be asynchronous replication of data between Primary DC and DR-DC and the CSP will be responsible for sizing the DC-DR replication link so as to meet the RTO and the RPO requirements.

- Reverse Replication is necessary and envisaged when the DR site is acting as the main site. The solution should ensure consistency of data in reverse replication till the operations are not being established at the Cloud site. The RPO would be applicable in reverse replication also. The entire data should be made available for restoration at Primary Data Centre. Restoration at Primary Data Centre will be the prime responsibility of bidder and the CSP.
- It will be the CSP's responsibility to ensure that back up data is in a format that is restorable at Cloud Site or DR Site.
- CSP should offer fine-grained access controls including role-based access control, use of SSL certificates, or authentication with a multi-factor authentication.
- The proposed solution should be compatible with both cloud as well as on premise infrastructure. It should be easy to migrate the deployed solution from cloud-based infrastructure to SDC based on premise infrastructure if need arises. All components/modules of the complete solution and system architecture should be cloud-agnostic, and the services should NOT be cloud native.
- The DIT, GNCTD shall have the option to switch to a non-native Hybrid Cloud Model where the data will be stored on-prem and the processing of golden records can be performed in cloud environment.

### 8.2 Virtual Machines and Compute

- Virtual Machines (VM) offered should be with the latest generation processor offered by the processor
   OEM.
- Physical core to vCPU ratio should not be more than 1:2 for all proposed Virtual Machines.
- Ability to automatically increase / scale the number of instances / VMs during demand spikes to maintain performance (i.e., 'scale-out').
- Cloud service architecture should be in such a way that avoids VM outages or downtime when the CSP is performing any kind of hardware or service maintenance at the host level.
- Required Operating System should be offered along with the Virtual Machines and should support both BYOL (Bring Your Own License) as well as PAYG (Pay As You Go). The OS offered should come with continuous updates and upgrades for the entire contract duration.
- The CSP should have capability to provide dedicated hosts in its native Cloud Infrastructure in India, which allows usage of existing third-party software license.
- The CSP Should offer monthly uptime of 99.5% or higher (as published in the CSP's Public Portal).

### 8.3 Storage

- The service shall be available online, on-demand, and dynamically scalable up or down per request for service from the end users (The DIT, GNCTD or the DIT, GNCTD's nominated agencies) with two factor authentication via the SSL through a web browser.
- The service shall provide scalable, redundant, dynamic storage.
- There shall not be any additional costs associated with data transfer over and above the ordinary bandwidth charges, or for bulk transfer for the DIT, GNCTD.
- For all volumes pertaining to production VMs, Solid State Device (SSD) based Block Storage should be offered providing minimum 4 IOPS per GB per Volume.
- Block Storage with minimum monthly uptime of 99.99% or higher (as published in the CSP's Public Portal).
- Object storage should be replicated across multiple DCs for better resiliency and should be designed for 99.99% availability and 99.9999999999% (eleven 9's) durability.
- Support complete eradication of data such that it is no longer readable or accessible by unauthorized users and / or third parties.

- Offer server-side encryption of data 'at-rest', i.e., data stored on volumes and snapshots.
- Offer object storage tiering capability, i.e., the ability to recommend transitioning an object between object storage classes based on its frequency of access.

### 8.4 Cloud Monitoring and Management Services

- Cloud Resource Monitoring: Capability to monitor cloud environment centrally, custom monitoring
  metrics, monitor and store logs, view graphs and statistics, set alarms, monitor, and react to resource
  changes. Support monitoring of custom metrics generated by your applications and services and any
  log files your applications generate. Gain system-wide visibility into resource utilization, application
  performance, and operational health, using these insights to react intelligently and keep applications
  running smoothly.
- Audit Trail: Logs of all user activity within a CSP account including actions taken through the CSP's Management Con, CSP's SDKs, command line tools, and other CSP services. The recorded information includes the identity of the API caller, the time of the API call, the source IP address of the API caller, the request parameters, and the response elements returned by the Cloud service.
- Cloud Advisor: Analyses the Cloud environment and provides best practice recommendations (or checks) in five categories: cost optimization, security, fault tolerance, performance, and service limits.

### 8.5 Browser Support

- Apple Safari 15.0 and later
- Google Chrome 96.0 and later
- Microsoft Edge on Chromium 96.0 and later
- Mozilla Firefox 95.0 and later.

### 8.6 Mobile Reporting App

Reporting Visualization App for Departmental users should be supported for the latest version of iOS and Android smartphones and tablets. Each Mobile App for Departmental Users should be written specifically for its operating system that provides native support for these devices to view and explore reports anywhere, anytime on your mobile device. The app should be available for free in Apple App Store and Google Play Store.

### 8.7 Annual Technical Support (ATS)

The bids must include a minimum two-year on-site (within the premises of the DIT, GNCTD) ATS from the date of Formal acceptance of the system/Solution by the DIT, GNCTD, followed by another 1-year ATS as part of operations and maintenance phase for the complete solution and services from CSP or third-party vendors.

## 9 Implementation Plan

The bidder should integrate all departmental data of GNCTD related to social welfare including, external sources such as local body databases, corporations, Central Government bodies mentioned in the RFP within a period of 12 months and undertake 36 months) of operations, maintenance and support for the same. The bidder is expected to use an agile framework based on minimum product viability and incrementally develop capabilities of the D-UCDP Platform. The bidder shall only use Proprietary or Enterprise Open Source or Bespoke product/software for entire development and in the RFP, OEM implies either Proprietary Third Party or Enterprise Open Source or Bespoke products/software

### 9.1 Software Provisioning

The bidder shall install, commission, and deliver the software/s required and provisioned for the project as part of their scope of work. All software/s mentioned in the Manufacturer Authorization Form (hereinafter referred to as "MAF") must be licensed under the name of the DIT, GNCTD.

### 9.2 Requirement Gathering

The bidder shall carry out a detailed assessment to refine the Functional Requirements Specifications provided in this RFP and formulate the System Requirements Specifications (SRS) document incorporating the requirements provided by all the stakeholders.

As part of the requirement gathering activity the bidder should study the data sources such as Department Databases, Departmental information and service needs, and other requirements. Key tasks in this activity shall include undertaking Data Analysis, existing Application study, Data Integration Requirements, Data Cleansing Requirements, Functional Requirements, Reporting requirements, etc.

The indicative deliverables under this item shall be:

Software Requirement Specification (SRS) covering the functional requirements, data integration requirements, data management requirements, non-functional requirements, etc.

- Requirement Traceability Matrix
- Gap Assessment Report.

### 9.3 Solution Design and Solution Architecture

The bidder shall develop a detailed design document that shall meet the user's requirement captured in the previous activity. In this activity, the bidder shall be required to perform at least the below mentioned activities:

- I. Single sign-on module design, interaction with Aadhar Data Vault, transaction workflow and endpoint integration details with existing GNCTD portals (Existing portals are expected to execute integration).
- II. Preparation of Solution Architecture for the D-UCDP Platform specifying the Functional, Infrastructure, Data, Deployment, Network and Security Architecture. The Solution Architecture is to be developed with Information Technology Department, Delhi project team once the bidder is onboarded.
- III. Preparation of System Design Document for the D-UCDP Platform specifying the construction details of the system, each system component's interaction with other components and external systems, and the interface that allows end users to operate the system and its functions.
- IV. Development of Security Plan.
- V. Preparation of data integration and data quality design document specifying how data from disparate source systems shall be integrated in the D-UCDP Platform.
- VI. Preparation of logical data warehouse model.
- VII. Development of Portal and Mobile App.
- VIII. Development of Department API Connectors/DB Links
- IX. Integration with Digi Locker, UMANG, UIDAI, PFMS
- X. Integration with utility payment APIs
- XI. Dashboard and Analytical Report design.
- XII. Building various analytical and statistical models.
- XIII. Exceptions and Business Alerts definitions.
- XIV. Map/GIS based Reports and Analytics

The illustrative deliverables for this activity are mentioned below.

- Solution Design and Architecture Document (including ER Diagram and Data Flow Diagram)
- High Level Design Document and Low-Level Design Document (including Schema Diagram)
- Wireframes
- Use Cases
- Test Plan
- All Policy, Plan and Methodology Documents covering aspects mentioned above.

### 9.4 Cloud Provisioning

- The bidder shall be responsible for hosting of applications on Cloud and provisioning of required software, infrastructure, bandwidth, licenses and management of services deployment and hosting of the applications, including the underlying application / system software necessary to run the applications.
- It will be required to adequately and optimally size the necessary compute, memory, and storage required, build the minimum sufficient redundancy into the architecture (including storage) and load balancing to meet the service levels always mentioned in the RFP.
- The hosting solution must be designed for rapid elasticity and handle instance failures without downtime.
- The bidder needs to carry out the capacity planning to identify and provision, where necessary, the additional capacity to meet the user growth and / or the peak load requirements to support the scalability and performance requirements of the solution.
- The bidder shall deploy the services on a Cloud. The environment of cloud shall comply with the requirements published by MeitY, GoI.

### 9.5 Development, Testing, Training and Production

The bidder shall develop the software in accordance with the approved requirement specifications, design specifications, and according to the project plan and carry out the unit testing of the software in accordance with the approved test plans. The overall D-UCDP setup shall be implemented in four environments i.e. Development environment, Testing environment, Training Environment and Production environment. The illustrative deliverables for this activity are mentioned below.

- Development of software for the D-UCDP Platform including, Data Quality and Data Management,
   Organic and In-Organic (using deterministic matching) Seeding Utility as per the finalized requirements and design.
- Delivery of software along with licenses, operational / technical manuals, library files, setup programs,
- Unit and Integration testing of the software along with test summary report and bug report.
- Necessary modifications to meet the requirements and Bug Closure Report.

The bidder shall prepare the test cases and get them validated from the DIT, GNCTD. The test cases shall be comprehensive covering all scenarios according to specifications, requirements, and design.

The bidder shall also prepare the required test data and get it validated by DIT, GNCTD. The test data shall be comprehensive and address all scenarios identified in the test cases.

### 9.6 User Acceptance Test (UAT)

Test Plans for UAT would be prepared by the bidder in collaboration with the DIT and Domain Experts. The DIT / bidder will plan all aspects of UAT (including the preparation of test data and test environment) and obtain required assistance to ensure its success. The DIT, GNCTD will nominate representatives from different user groups based on inputs from the bidder and would facilitate UAT. The bidder would make the necessary changes to the solution to ensure that it successfully passes through UAT.

### 9.7 Training and Capacity Building

The bidder needs to provide training to the department personnel (once in 6 months) and ensure that a proper hands-on training to the staff on the solution implemented be given. The users should be well conversant with the functionalities, features, and processes of the solution after the training.

SI needs to arrange training centres for training and capacity building for developed application & OEM product as and when needed. These training centres could be rented/leased by bidder as per the requirement at convenient locations approved by the DIT, GNCTD.

Training could be planned in multiple sessions / stages as per the need and requirement of the Project. Training methodology will be an interactive workshop mode.

All training required for successful implementation and operation of the new system must be described in the Bid of the SI. In general, the bidder shall propose an approach that includes significant opportunity for knowledge transfer throughout implementation and enhanced system acceptance by the use and development of users for each functional area. The training should include delivery of

- Training documentation
- User manuals
- Training based on Standard operating procedures for every department
- Delivery documentation
- Training / Demo videos
- Other relevant collateral development

The training program should be tailor-made for different kind of users of the department.

#### Application training -

Train the departmental users on the functionality and method of using the D-UCDP Platform and other related applications implemented under this Project for running day-to-day business activity.

### **D-UCDP Platform Training –**

#### Reports and Dashboards -

The departmental users would be trained to view and operate reports. The departmental users shall also be upskilled to create new reports and enable them in carrying out adhoc analysis.

#### Advanced Analytics/ Investigation/ Administration

Key departmental users responsible for creating new models, investigating alerts and administering the OEM products needs to be trained. The proposed training program would comprise of not only training of the employees but would be followed by Global certification and Global Badging from the OEM, so that they can demonstrate and replicate the same quality in their working environment; wherever applicable.

All participants must have to be provided access to digital training assets over an LMS for reference after the instructor-led training for at least a period of 3 years.

User manuals should be provided and made available on the portal for the benefit of Citizens, CSCs Quick tour of functionalities to be available for newly registered citizen user.

### 9.8 Delhi Unified Citizen Data Platform Creation and Department On-boarding

The D-UCDP Golden record shall be an authentic and de-duplicated repository of all the residents of the State. It shall create linkages department identifiers and departmental data and shall provide various services to the departments as well as to the citizens.

During the implementation, the DIT, GNCTD shall identify upcoming departmental schemes which shall be considered by the bidder for on boarding on to the D-UCDP Platform

The illustrative deliverables for this activity are mentioned below:

- All system development related documentation.
- Preparation of Technical On-boarding Kit for Departments.
- Provide support and guidance to the Technology Partner of concerned department in utilization of services offered by D-UCDP.
- Provide necessary roles-based access of the D-UCDP platform to the designated officials in the department.
- Utilize the commissioned tools in extraction, data validation, de-duplication, cleansing, and standardization of Departmental data.
- Implement and integrate department identity related data with the D-UCDP Platform.
- Utilize the tools in carrying out the analysis on the exchanged data and sharing the reports to the designated officials of Department.
- Configure the tools with suitable dashboard and reports as per requirements of concerned Department.
- Setting up mechanisms for continuous data exchange between the D-UCDP Platform and departmental data sources.

### 9.9 Transfer of Solution

Upon completion of the Term of the Project, the bidder shall transfer the entire project to the DIT, GNCTD, or any agency appointed by the DIT, GNCTD. The transition process should include:

- Complete Knowledge transfer
- Requirement specification documents
- Code Documentation
- Test Reports
- Transfer of assets
- Source code
- Development credentials
- Deployment procedures
- Maintenance reports
- On-Going Operations Manual
- BCP plan
- DR Plan

- Security Audit Reports
- And any other relevant documents pertaining to the solution
- The above document should be up to date reflecting all the changes that were subsequently completed after go-live

# 10 Monitoring and Maintenance

As part of scope of work, the bidder shall be required to provide Operations and Maintenance (hereinafter referred to as "O&M") support for three (3) years (36 months) from the date of Go-Live.

### **10.1 Application Maintenance**

- The bidder shall provide application maintenance services for the D-UCDP Platform, and all applications developed under the solution for the duration of contract, commencing from the date when the system goes "live". The application maintenance services should ensure that the solution supplied under this Contract shall have no defect arising from design or workmanship or from any act or omission by the bidder that may develop under normal use of the supplied solution.
- During the application maintenance service period, the bidder shall be completely responsible for defect free functionality of the application software and shall resolve any solution related issues including bug fixing, etc. within duration agreed between DIT, GNCTD and the SI.

### 10.2 Infrastructure Management

- Overall management and administration of infrastructure solution including servers, networking and security components, storage solution etc.
- Performance tuning of the system as may be needed to comply with SLA requirements on a continuous basis.
- Monitor and track server performance and take corrective actions to optimize the performance daily.
- System administration tasks such as creating and managing users etc.
- Data storage management activities including backup, restore and archival etc.
- Attend to user request for assistance related to usage and management of the D-UCDP Platform.

#### 10.3 DR Drill

Disaster recovery setup is important for all Departments to maintain availability of Government Operations and resiliency of data/applications. DR Drill is a routine activity to be done by CSP as per the Business Continuity Plan (BCP) submitted, to check if there is any business continuity issue in case if the DC site is down due to an unexpected event.

The bidder should ensure that CSP undertakes periodic DR drill (at least once a year). The list below includes elements that should be reviewed on a regular basis to support critical server definition requirements.

- Business impact analysis and risk assessment
- Application dependencies and interdependencies
- Backup procedure
  - Offsite storage for essential records
  - Data retention policies
- Recovery time objectives (RTO)
- Recovery point objectives (RPO)

• IT and Senior management signoff

### 10.4 Backup Management

The bidder to offer integrated Backup solution protects the DIT, GNCTD's business's critical data. Managed Backup

### includes:

- Agent deployment
- Backup of entire Virtual Machines
- Backup of all supported applications
- Granular file/folder level backup and restore.
- Backup status monitoring
- Restore of specific data and machines upon request.
- Weekly full backup
- Daily incremental
- Remediation of issues preventing the installation or performance of Managed Backup.

#### 10.5 Data Archival

Data should be archived in such a way as to ensure that there is no loss of data, and it must be possible to restore the archived data for specific queries by DIT, GNCTD's users. The D-UCDP platform will store data for history of 7 years. Data beyond 7 years will be kept as part of Archival.

### **10.6 Patch Management**

The bidder to ensure patching operations for all Operating Systems currently under Mainstream Support and will apply all Critical and Security patches across the following three waves.

- Wave 1 Recommended for Development, Test and Training machines
- Wave 2 Recommended for all secondary servers of resilient pairs in Production.
- Wave 3 Recommended for all primary servers of resilient pairs and single instance servers in Production.

### 10.7 Monitoring and Alerting

SI should perform the following:

- Monitors the health of Cloud Infrastructure and identify issues that may impact performance.
- Re-tuning of server parameters, operating systems, and other solution components.
- Configuration of monitoring parameters for Cloud services other than Virtual Machines viz; PaaS, SaaS, and any other cloud native services.
- Operating system administration, including but not limited to management of users, processes, resource contention, preventive maintenance, and management of updates and patches to ensure that the system is properly updated, with minimum or no downtime.
- Re-installation in the event of system crash / failures.
- Maintenance of a log of the performance monitoring of servers including but not limited to monitoring CPU, disk space, memory utilization, I/O utilization, etc.
- Event log analysis generated in all the sub systems including but not limited to servers, operating systems, applications, etc.
- Periodic health check of the systems (covering all cloud resources offered: laaS and PaaS components etc.), troubleshooting problems, analyzing, and implementing rectification measures.

- Alerts shall be provided by the bidder to the concerned department / IT Department if agreed threshold(Critical) of the allocated capacity of resources is being utilized
- Ensuring the upkeep of existing systems that would be reused and incorporate necessary changes for new applications if any during the Term of the Contract.
- Identification, diagnosis, and resolution of problem areas pertaining to the Cloud infrastructure and application and maintenance of assured SLA levels.
- Prepare, Design, implement and maintain standard operating procedures for maintenance of the Cloud infrastructure based on the best practices.

### 10.8 Helpdesk Management System

The bidder needs to create a Helpdesk Management System and they need to provide hosting arrangements for operation of the Help Desk Tool. Bidder can propose enterprise open-source Helpdesk tool. However, they should be able to transfer the tool to DIT, GNCTD after end of contract period.

The Help Desk Support shall include the following activities:

- Provide basic menu / screen level support, addressing general queries of users, logging requests, assigning requests to specific help desk individuals.
- Assign severity level to each complaint.
- Track each complaint to resolution.
- Tollfree number and IVR needs to be setup
- Should support inbound and outbound calls
- Team should support both Hindi & English languages on verbal / written communication
- Please note It will be a hybrid model where minimal team will be sitting at DIT, GNCTD's office and working hours of the help desk team will be from 8AM to 8PM (Monday to Saturday)

### 10.8.1 Preparation of Bill of Material (BoM) for IT Infrastructure

- The bidder will prepare Bill of Material (hereinafter referred to as "BoM") for Cloud infrastructure, system software and licenses.
- The bidder needs to do sizing for adequate infrastructure on deployment, database, all other relevant applications, the DIT, GNCTD's current and future user and load growth till the end of the Term of the Contract and provide the information to the DIT, GNCTD.
- The bidder is required to create different environments for Development, Testing, Training and Production.
- The bidder needs to consider vertical and horizontal scalability as the suggested infrastructure needs to scale based on user or business volumes, on the same infrastructure with additional components such as processors, memory etc.
- The bidder will provide detailed infrastructure sizing calculations to meet the DIT, GNCTD's requirements.
- System performance is expected to be within the response times as defined in the SLA parameters.
   The bidder will be required to size infrastructure to meet these requirements with adequate optimization to avoid under or oversizing of infrastructure.
- The DIT, GNCTD shall provide working space to the bidder during the Term of the Contract.

# 11 Project Plan and Project Deliverables

The bidder shall be expected to deliver the Project in twelve (12) months and provide support for the entire D-UCDP Platform for 36 months from date of Go-Live.

#	Project Activity	Deliverables	Timelines in months (from signing of the Contract)
1	Project initiation	Mobilization of team	M1
2	Data collation, mining & modeling	<ul> <li>Collate priority databases of GNCTD</li> <li>Development of master files for attributes</li> <li>Designing the ER diagram of the database</li> <li>Analyze collated data and initiate data modeling</li> </ul>	M1-M4
3	Solution Design and Requirement Analysis	<ul> <li>Evaluation of data sources</li> <li>Evaluation of infrastructure</li> <li>System Requirement Study and Solution Design &amp; Analysis</li> <li>Capturing the requirements of the project for the development/ customization/ configuration of Departmental portal, Citizen's Portal and Unified Citizen Database</li> </ul>	M1-M3
	Development of Single Sign-on and Consent Management Module	Requirement mapping of SSO module	M2
		Development of module	M3
		Testing of SSO module on e-District/Department portal	M4
4		Launch of SSO module & publicity across all media platforms	M5
		<ul> <li>Integration of SSO with all other GNCTD department /e- District portals (Information Technology Department, GNCTD responsibility)</li> </ul>	M2-M6
5	Development/ Configuration / Workflow / User modules for Departmental Portal	Development of Departmental Portal.      Create users for departments for GNCTD	M2-M6
6	Development Citizen Master Data using priority databases	<ul> <li>Development / customization / configuration and implementation of the Citizen Master database.</li> <li>Start of data ingestion from departmental database through API for golden data creation</li> </ul>	M7-M12

7	Utilization and Enrichment of Golden Data	Start data utilization of Golden Data as input for departmental portals, schemes, and services	M10 onwards
		Enriching of Golden Data by integrating all Aadhaar and non-Aadhaar based priority and non-priority databases	
8	UAT and Implementation for Departmental Portal	<ul> <li>Quality Assurance Plan</li> <li>Testing Strategy including Test plans and Test cases</li> <li>Testing for modules including UAT and Implementation</li> <li>UAT Reports including various Test performed, Test results and Resolution reports for the issues identified during the testing</li> </ul>	M6
9	Scheme Onboarding	Onboarding of new schemes onto D-UCDP	M12
10	Production Rollout for Departmental Portal	Production Rollout will be carried out for all functionalities signed off during the UAT process	M7
11	Go-Live & Sign off for Departmental Portal	Successful Go-Live and implementation of all Modules     (including scheme onboarding) for departmental Portal     and Sign off by GNCTD	M12
12	Development/ Configuration / Workflow / User modules for Citizen's Portal	Development of Citizen facing mobile app  ser	
13	BI/ Analytics/ Investigative workflows	<ul> <li>Design and Build BI Dashboard</li> <li>Build Analytical models</li> <li>Build investigative workflows</li> </ul>	M6-M12
	UAT and	<ul> <li>Quality Assurance Plan</li> <li>Testing Strategy including Test plans and Test cases</li> </ul>	
14	Implementation for Citizen's Portal/ Reports/ Dashboards	<ul> <li>Testing for modules including UAT and Implementation</li> <li>UAT Reports including various Test performed, Test results and Resolution reports for the issues identified during the testing</li> </ul>	M16-M12
15			M12

16	Audit for D-UCDP	<ul> <li>Audit of the Application after incorporating issues after production (comprising of Functional testing of application, security audit of the application including Vulnerability Assessment &amp; Penetration Testing (VA &amp; PT) test) from government empaneled agencies.</li> </ul>	M12
		Training Plan and Strategy	
		Training Material/ Manual	
17	Training to departmental users	Satisfactory training sessions to departmental users	M7-M12
	departmentar daera	Periodic training (at least once in 6 months) so that new	
		users to the department are comfortable in using the	
		system	
		During this period the system will be used by	
18	Defect liability period	departments & citizens & any bugs/ errors will be	M13-M24
		rectified by bidder at no cost	
		During this period API will be developed for data	
19	API Development	ingestion from various data sources or for data	M3-M12
		consumption	
	Operations,	Application support and Maintenance for modules	Post Go-Live
20	maintenance, and		and sign-off till
20	support	Operational support for modules	the end of
	- 24PPO! C	Maintenance support for modules	Contract

All deliverables will be deemed to have been completed only after signature of authorized personnel of the DIT, GNCTD. The tasks that are provided in this document and under "Deliverables" are to be performed by the bidder in such a manner that it will not affect the Project Schedule. The bidder shall adhere to the above time schedule for timely and successful completion of the Project and submit the acceptance to this time schedule.

# **12 Service Level Agreements**

#	Service Level Objective	Definition	Target	Penalty
			Availability	
1	Availability of	Availability means, the aggregate	Availability for each of the	Penalty as indicated below (peroccurrence):
	each cloud	number of hours in a calendar	cloud service>=99.5%	a) <99.5% to >= 99.00% - 10% of
	service	month during which cloud service is		Quarterly Payment of the Project
	(Applicable for	available for use through		
	all Cloud Service	command line interface,		b) <99.00% to >= 98.50% - 15% of
	as defined in	user/admin portal and APIs (which		Quarterly Payment of the Project
	Cloud Services	ever applicable)		
	Bouquet)			c) <98.50% to >= 98.00% - 20% of
		Uptime Calculation for the		Quarterly Payment of the Project
		calendar month: {[(Uptime Hours		
		in the calendar month +		d) <98% - 30% of the Quarterly Payment of
		Scheduled Downtime in the		the Project
		calendar month) / Total No. of		
		Hours in the calendar month] x		In case the services is not available for a continuous
		100}		period of 8 Business Hours on any day, penalty shall be
				100% of the Quarterly Payment of the Project.

2	Availability of Critical	Availability means, the aggregate	Availability for each of the	Penalty as indicated below (per
	Services(As defined in	number of hours in any specified	critical service>=99.5%	occurrence):
	Annexure B)	time period during which the critical		a) <99.5% to >= 99.00% - 5% of
		service is actually availablefor use		Quarterly Payment of the Project b)
	*This SLA shall not be	through command line interface,		<99.00% to >= 98.50% - 10% of
	applicable when the	user/admin portal and APIs (which		Quarterly Payment of the Project c)
	associated cloud service	ever applicable)		<98.50% to >= 98.00% - 15% of
	as mentioned in SLA#1			Quarterly Payment of the Project
	above is not available	Uptime Calculation for the calendar		d) <98% - 20% of the Quarterly
	/up.	month: {[(Uptime Hours in the		Payment of the Project
		calendar month + Scheduled		
		Downtime in the calendar month) /		In case the services are not available
		Total No. of Hours in the calendar		for a continuous period of 8 Business
		month] x 100}		Hours on any day, penalty shall be
				100% of the Quarterly Payment of the
				Project.
3	Availability of regular	Regular reports should be	Regular reports should be	Penalty as indicated below (per
	reports (SLA , Cloud	submitted to the Government dept.	submitted to the Government	occurrence):
	Services Consumption,	within 5 working days fromthe end	dept. within 5 working days from	a) <11 working days to >= 6
	Monitoring, Billing and	of the month.	the end of the month.	working days - 2% of Quarterly
	Invoicing, Security, &			Payment for the Project
	Project Progress)			
				b) <16 working days to >= 11
				working days - 4% of Quarterly
				Payment for the Project
				c) For the delay beyond 15 days ,
				penalty of 5% of the Quarterly
				Payment for the Project
				rayment for the Project

4	Availability of the Cloud	Availability means the aggregate	Availability of the Cloud	Penalty as indicated below (per
	Management Portal of	number of hours in a calendar	Management Portal of CSP	occurrence):
	CSPs	month during which cloud	>=99.5%	a) <99.5% to >= 99.00% - 10% of
		management portal of CSP is		Quarterly Payment of the Project
		actually available for use		
				b) <99.00% to >= 98.50% - 15% of
		Uptime Calculation for the calendar		Quarterly Payment of the Project
		month:{[(Uptime Hours in the		
		calendar month + Scheduled		c) <98.50% to >= 98.00% - 20% of
		Downtime in the calendar month) /		Quarterly Payment of the Project
		Total No. of Hours in the calendar		
		month] x 100}		d) <98% - 30% of the Quarterly
				Payment of the Project
				In case the Cloud Management Portal of
				the CSP is not available fora continuous
				period of 8 Business Hours on any day,
				penalty shall be 50% of the Quarterly
				Payment of the Project.
		Perfor	rmance	
5	Provisioning of new	Time to provision new Virtual	95% within 5 minutes	Penalty as indicated below (per
	Virtual Machine	Machine (up to 64 core)		occurrence):
				a) <95% to >= 90.00% - 5% of
		Measurement shall be done by		Quarterly Payment of the Service
		analyzing the log files		
				b) <90% to >= 85.0% - 10% of
				Quarterly Payment of the Service
				c) <85% to >= 80.0% - 15% of

				Quarterly Payment of the Service d) <80% - 20% of the Quarterly Payment of that Service
6	Spinning up the Object Storage	Time to spin up Object Storage  Measurement shall be done by analyzing the log files	98% within 15 minutes	Penalty as indicated below (per occurrence): a) <98% to >= 95.00% - 5% of Quarterly Payment of the Service b) <95% to >= 90.0% - 10% of
				Quarterly Payment of the Service  c) <90% to >= 85.0% - 15% of Quarterly Payment of the Service  d) <85% - 20% of the Quarterly Payment of that Service

7	Spinning up the Block	Time to spin up to 100 GB Block	98% within 15 minutes	Penalty as indicated below (per
	Storage	Storage and attach it to the running		occurrence):
		VM		a) <98% to >= 95.00% - 5% of
				Quarterly Payment of the Service
		Measurement shall be done by		
		analyzing the log files		b) <95% to >= 90.0% - 10% of
				Quarterly Payment of the Service
				c) <90% to >= 85.0% - 15% of
				Quarterly Payment of the Service
				d) <85% - 20% of the Quarterly
				Payment of that Service
8	Usage metric for all	The usage details for all the Cloud	No more than 15 minutes lag	Penalty as indicated below (per
	Cloud Services	Service should be available within15	between usage and Cloud	occurrence):
		mins of actual usage	Service (API) reporting, for 99%	
			of Cloud Services consumed by	a) <99% to >= 95.00% - 1% of
		Measurement shall be done by	the Government Dept.	Quarterly Payment of the Project
		analyzing the log files and Cloud		
		Service (API) reports.		b) <95% to >= 90.0% - 2% of
				Quarterly Payment of the Project
				c) <90% to >= 85.0% - 3% of
				Quarterly Payment of the Project
				d) <85% - 5% of the Quarterly
				Payment of that Project

9	Usage cost for all Cloud	The cost details associated with the	No more than 24 Hrs. of lag	Penalty as indicated below (per
	Service	actual usage of all the Cloud Service	between availability of cost	occurrence):
		should be available within24Hrs of	details and actual usage, for	
		actual usage	99% of Cloud Services	a) <99% to >= 95.00% - 1% of
			consumed by the Government	Quarterly Payment of the Project
		Measurement shall be done by	Dept.	
		analyzing the log files and Cloud		b) <95% to >= 90.0% - 2% of
		Service (API) reports and Invoices		Quarterly Payment of the Project
				c) <90% to >= 85.0% - 3% of
				Quarterly Payment of the Project
				d) <85% - 5% of the Quarterly
				Payment of that Project
		Secu	 rity	
11	Percentage of timely	Percentage of timely vulnerability	Percentage of timely	Penalty as indicated below (per
	vulnerability reports	reports shared by CSP/MSP with	vulnerability reports shared	occurrence):
		Government Dept. within 5 working	with Government Dept. within 5	a) <99.95% to >= 99.00% - 10% of
		days of vulnerability identification.	working days of vulnerability	Quarterly Payment for the Project b)
			identification>=99.95%	<99.00% to >= 98.00% - 20% of
		Measurement period is calendar month.		Quarterly Payment for the Project
				b) <98% - 30% of Quarterly
				Payment for the Project

12	Percentage of timely	Percentage of timely vulnerability	Maintain 99.95% service	Penalty as indicated below (per
	vulnerability corrections	corrections performed by CSP/MSP.	level	occurrence):
		a) High Severity - Perform		a) <99.95% to >= 99.00% - 10% of
		vulnerability correction within 30		Quarterly Payment for the Project b)
		days of vulnerability identification.		<99.00% to >= 98.00% - 20% of
				Quarterly Payment for the Project
		b) Medium Severity - Perform		
		vulnerability correction within 60		b) <98% - 30% of Quarterly
		days of vulnerability identification.		Payment for the Project
		c) Low Severity - Perform		
		vulnerability correction within 90		
		days of vulnerability identification.		
		Measurement period is calendar		
		month.		

13	Security breach including	Any incident wherein system	No breach	For each breach/data theft, penalty will
	Data	including all cloud-based services		be levied as per following criteria.
	Theft/Loss/Corruption	and components are compromised		
		or any case wherein data theft		1. Severity 1
		occurs (includes incidents pertaining		- Penalty of Rs 15 Lakh per incident.
		to CSPs only)		
				2. Severity 2
				- Penalty of Rs 10 Lakh per incident.
				3. Severity 3
				- Penalty of Rs 5 Lakh per incident.
				These penalties will not be part of
				overall SLA penalties cap per month.
				In case of serious breach of security
				wherein the data is stolen or corrupted,
				<< Government
				Department / Agency>> reserves the
				right to terminate the contract.

15	Security Incident (Malware	Security incidents could consist of	a) Any Denial of service	For each occurrence of any of the
	Attack/ Denial of Service	any of the following:	attack shall not lead to	attacks (Malware attack / Denial of
	Attack/ Data Theft/ Loss of		complete service non-	Service attack / Intrusion / Data Theft),
	data/ Intrusion or	Malware Attack: This shall include	availability.	10% of the Quarterly Payment of the
	Defacement)	Malicious code infection of any of the		Project
		resources, including physical and	b) Zero Malware attack /	
	Applicable on the CSP's	virtual infrastructure and	Denial of Service attack /	
	underlying infrastructure	applications.	Intrusion / Data Theft	
		Denial of Service Attack: This shall		
		include non-availability of any of		
		the Cloud Service due to attacks		
		that consume related resources.		
		The Service Providershall be		
		responsible for monitoring,		
		detecting and resolving all Denial		
		of Service (DoS) attacks.		
		Intrusion: Successful unauthorized		
		access to system, resulting in loss of		
		confidentiality/Integrity/availability		
		of data. The Service Provider shall be		
		responsible for monitoring, detecting		
		and resolving all security related		
		intrusions on the network using an		
		Intrusion Prevention device.		

16	Response Time under Basic Support ( As defined under cloud service bouquet)	Average Time taken to acknowledge and respond, once a ticket/incident is logged through one of the agreed channels.  This is calculated for all tickets/incidents reported within	95% within 60 minutes	a) <95% to >= 90.00% - 5% of Quarterly Payment of Basic Support service b) <90% to >= 85.00% - 7% of Quarterly Payment of Basic Support
		the reporting month.		service
				c) <85% to >= 80.00% - 9% of Quarterly Payment of Basic Support service
				d) Subsequently, for every 5% drop in SLA criteria - 2% of Quarterly Payment of Basic Support service
17	Percentage of timely incident report under Basic Support service( As defined under cloud	The defined incidents to the cloud service which are reported to the Government Dept. in a timely fashion.	95% of the incidents should be reported to Government Dept. within 1 Hr. of occurrence.	a) <95% to >= 90.00% - 5% of Quarterly Payment of Basic Support service
	service bouquet)	This is represented as a percentage		b) <90% to >= 85.00% - 10% of Quarterly Payment of Basic Support
		by the number of defined incidents reported within1 hr. after discovery in a month, over the total number		c) <85% to >= 80.00% - 15% of
		of defined incidents to the cloud service		Quarterly Payment of Basic Support service
		which are reported within the month		d) Subsequently, for every 5% drop in

				SLA criteria - 5% of Quarterly Payment of Basic Support service
18	Response Time under Enterprise Support (As defined under cloud service bouquet)	Average Time taken to acknowledge and respond, once aticket/incident is logged through one of the agreed channels.  This is calculated for all tickets/incidents reported within the reporting month.	95% within 15 minutes	a) <95% to >= 90.00% - 5% of Quarterly Payment of Enterprise Support service b) <90% to >= 85.00% - 7% of Quarterly Payment of Enterprise Support service c) <85% to >= 80.00% - 9% of Quarterly Payment of Enterprise Support service d) Subsequently, for every 5% drop in SLA criteria - 2% of Quarterly Payment
				of Enterprise Support Service

19	Percentage of timely	The defined incidents to the cloud	95% of the incidents should be	a) <95% to >= 90.00% - 5% of
	incident report under	service which are reported to the	reported to Government Dept.	Quarterly Payment of Enterprise
	Enterprise Support	Government Dept. in a timely	within 15 min of occurrence.	Support service
	service(As defined	fashion.		
	under cloud service			b) <90% to >= 85.00% - 10% of
	bouquet)	This is represented as a percentage		Quarterly Payment of Enterprise
		by the number of defined incidents		Support service
		reported within1 hr. after discovery in a month, over the total number		c) <85% to >= 80.00% - 15% of
		of defined incidents to the cloud		Quarterly Payment of Enterprise
		service which are reported within		Support service
		the		
		Month		d) Subsequently, for every 5% drop in
				SLA criteria - 5% of Quarterly Payment
				of Enterprise Support service
20	Time to Resolve -	Time taken to resolve the reported	For Severity 1, 95% of the	a) <95% to >= 90.00% - 5% of
	Severity 1	ticket/incident from the time of	incidents should be resolved	Quarterly Payment of the Project
		logging.	within 30 minutes of problem	
			reporting	b) <90% to >= 85.00% - 10% of
				Quarterly Payment of the Project
				c) <85% to >= 80.00% - 15% of
				Quarterly Payment of the Project
				d) Subsequently, for every 5% dropin
				SLA criteria - 5% of Quarterly Payment
				of the Project

21	Time to Resolve - Severity 2,3	Time taken to resolve the reported ticket/incident from the time of logging.	95% of Severity 2 within 4 hours of problem reporting AND 95% of Severity 3 within 16 hours of problem reporting	a) <95% to >= 90.00% - 5% of Quarterly Payment of the Project b) <90% to >= 85.00% - 10% of Quarterly Payment of the Project c) <85% to >= 80.00% - 15% of
				Quarterly Payment of the Project d) Subsequently, for every 5% dropin SLA criteria - 5% of Quarterly Payment of the Project
		Disaster Recovery and Da	ata Backup Management	
22	Recovery Time Objective (RTO) (Applicable when taking Disaster Recovery as a Service from the Service Provider)	Measured during the regular planned or unplanned (outage) changeover from DC to DR or vice versa.	RTO <= 4 hours  Government Department may specify more stringent RTO based on its application requirements	10% of Quarterly Payment of the Project per every additional 2 (two) hours of downtime
23	RPO (Applicable when taking Disaster Recovery as a Service from the Service Provider)	Measured during the regular planned or unplanned (outage) changeover from DC to DR or vice versa.	RPO <= 2 hours  Government Department may specify more stringent RPO based on its application requirements  For Transactional Data RPO<= 15 minutes	10% of Quarterly Payment of the Project per every additional 2 (two) hours of data loss  For Transactional Data: 10% of Quarterly Payment of the
				Project per every additional 1 (one) hours of data loss

24	DR Drills	At least two DR drills in a year (once	At least two DR drills in a year	a) No of DR Drills =1 - 1% of the
		every six months) or as perthe	(once every six months)or as per	Yearly Payment of the Project
		agreement	the agreement	b) No of DR Drills = 0 - 2% of the
				Yearly Payment of the Project
				These will be measured every six
				months and the liquidated damage
				will be levied at the end of year
<u> </u>		•	•	
25	Data Migration	Migration of data from the source to	Error rate < .25%	a) Error Rate > 0.25% & <=0.30% -1% of
		destination system		the Quarterly Payment of the Project
				b) Error Rate > 0.30% & <=0.35% -2% of
				the Quarterly Payment of the Project
				c) Error Rate > 0.35% & <=0.40% -3% of
				the Quarterly Payment of theProject
				For each additional drop of 0.05%in
				Error rate after 0.40%, 1% of Total
				Quarterly Payment of the Project will
				be levied as additionalliquidity
				damage
	<u> </u>	Audit & M	onitoring	

26	Patch Application	Patch Application and updates to	95% within 8 Hrs. of the	Penalty as indicated below (per
		underlying infrastructure and cloud	notification	occurrence):
		service		a) <95% to >= 90.00% - 5% of
				Quarterly Payment of the Project
		Measurement shall be done by		b) <90% to >= 85.0% - 10% of
		analyzing security audit reports		Quarterly Payment of the Project
				c) <85% to >= 80.0% - 15% of
				Quarterly Payment of the Project
				d) <80% - 20% of the Quarterly
				Payment of that Project
27	Budget Alerts &	Alerts and Notifications for	99% within 10 mins of	Penalty as indicated below (per
	Notification	budgeting and usage-based	crossing the Threshold	occurrence):
		threshold		a) <99% to >= 95.00% - 0.25% of
				Quarterly Payment of the Project
		Measurement shall be done by		b) <95% to >= 90.0% - 0.5% of
		analyzing the log files		Quarterly Payment of the Project
				c) <90% to >= 85.0% - 0.75% of
				Quarterly Payment of the Project
				d) <85% - 1% of the Quarterly
				Payment of that Project

28	Audit of the Sustenance of	No certification (including security	All certificates should be	Delay in sustenance of certifications
	Certifications	related certifications mandated	valid during the Project	a) > 1 day & <= 5 days - 1% of the
		under MeitY empanelment such as	duration	Quarterly Payment of the Project
		ISO27001,ISO27017, ISO27018,		
		ISO20001		b) > 5 day & <= 15 days - 2% of the
		etc.) should lapse within the Project		Quarterly Payment of the Project
		duration. Service Provider should		
		ensure the sustenance / renewal of		c) > 15 day & <= 30 days - 5% of
		the certificates		the Quarterly Payment of the
				Project
				d) > 30 days, 10% of the Quarterly
				Payment of the Project
29	Non-closure of audit	No observation to be repeated in	All audit observations to be	Penalty for percentage of audit
	observations	the next audit	closed within defined timeline	observations repeated in the next audit
				a) > 0 % & <= 10% - 5% of the
				Quarterly Payment of the Project
				b) > 10 % & <= 20% - 10% of the
				Quarterly Payment of the Project
				Quarterly Fayment of the Project
				c) > 20 % & <= 30% - 20% of the
				Quarterly Payment of the Project
				d) > 200/ 200/ of the Overtonic
				d) >30% - 30% of the Quarterly
				Payment of the Project

- The purpose of this Service Level Agreement (hereinafter referred to as "SLA") is to clearly define the levels of service which shall be provided by the bidder to the DIT, GNCTD for the Term of the Contract of this Project.
- Timelines specified in the above section (Work Completion Timelines and Payment Terms) shall form the Service Levels for delivery of Services specified there-in.
- All the payments to the bidder are linked to the compliance with the SLA metrics specified in this RFP document.
- The Project Service Level Agreement is proposed to be performance based. For the purpose of the Service Level Agreement, the definitions and terms as specified along with the following terms shall have the meanings set forth below:
  - I. "Uptime" shall mean the time period for which the specified services / components with specified technical and service standards are available for D-UCDP. Uptime, in percentage, of any component (Non-IT and IT) can be calculated as:
    - Uptime = {1- [(System Downtime) / (Total Time Planned Maintenance Time)]} \* 100
    - "Downtime" shall mean the time period for which the specified services / components with specified technical and service standards are not available for the users of the D-UCDH Platform.
  - II. The bidder will be required to schedule 'planned maintenance time' with prior approval of the DIT, GNCTD. This will be planned outside working time. In exceptional circumstances, The DIT, GNCTD may allow the bidder to plan scheduled downtime in the working hours.
  - III. "Incident" refers to any event / abnormalities in the functioning of the D-UCDP, services that may lead to disruption in normal operations.
  - IV. "Resolution Time" shall mean the time taken (after the incident has been reported), in resolving (diagnosing, troubleshooting and fixing) or escalating (to the second level) getting the confirmatory details about the same from the bidder and conveying the same to the end user), the services related troubles during the first level escalation.

## 12.1 SLA Measurement, Monitoring and Penalty

The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following paragraphs and tables are applicable for the duration of the contract and same will be used for calculating the 'Penalty on a quarterly basis.

The penalty for various delays and deficiencies in D-UCDP design, implementation and Maintenance services will be as follows.

#### a) Delay in Project Execution:

If the bidder does not complete the Project within the stipulated period given in the Scope of Work for reasons attributed to the bidder, a penalty at the rate of 0.1 % per week of the Corresponding contract value will be levied for a maximum period of twelve (12) weeks. If the services are not completed even within this twelve (12) week period, the Contract will be liable for termination, in part or whole, mutually agreeable terms and at the risk and cost of the SI. If the bidder does not complete the project within the stipulated time for reasons attributable to the DIT, GNCTD, the DIT, GNCTD will on request of the Bidder, grant the extension of time and compensate the bidder for additional cost through an amendment to the Contract in writing.

#### b) Design and User Acceptance Test

If any variation found in the system versus the Requirements Document and Design Document approved by DIT, GNCTD at the time of User Acceptance Test (UAT), the bidder will need to fix such variations and request for User Acceptance Testing. A penalty at the rate of 0.1% of Corresponding contract value will be levied for reasons attributed to the bidder in delays to the start of the UAT (The maximum penalty will be levied for a period of twelve (12) weeks.). The Contract may be liable for termination, in part or whole, at mutually agreeable terms and at the risk and cost of the SI. The DIT, GNCTD will pay the actual amount of work after deduction of penalty. However, if any variation found in the designing document which is not previously approved but is must for system development and betterment of system, the DIT, GNCTD may in consultation with bidder approve such variation for betterment of overall system and may waive off the variation penalty.

#### c) SLA for Uptime

For every 0.5 % drop in uptime in each quarter over the required uptime of 98.5% a penalty up to 0.25% of the Quarterly Invoice Value would be liable to be deducted.

## **13 Work Completion Timelines and Payment Terms**

The Term of the Contract period under this project is 12 months for Implementation and 3 months for support i.e. the project is for overall period of 60 months. Cost of the overall project is divided in 2 parts – Cost of Implementation and Cost of Operations, Maintenance and Support.

## 13.1 Implementation

The cost of Implementation - including the cost of development of D-UCDP solution, training, UAT etc. - will be paid based on the completion of the key milestones of the Project and acceptance of the deliverables associated with the milestones by the DIT, GNCTD. Payment will be released only after successful satisfactory certifications provided by the DIT, GNCTD. Payments shall be released by the DIT, GNCTD against the submission of the deliverable milestones and the invoices submitted to the DIT, GNCTD by the successful bidder. In case a project milestone is not delivered by the bidder successfully, DIT, GNCTD reserves right to recover payment made to successful bidder in preceding milestones by deducting the same from any bill payable to successful bidder. The payment schedule for Implementation is as below.

SI needs to provide necessary documents and certifications and take approval from DIT, GNCTD for getting the payment approved.

#	Activity Milestone for implementation	Payment (Out of amount quoted against 'Implementation' in Commercial Bid excluding the cost of CSP, any OEM Licenses and State API Development Team)	Deliverables	Acceptance Criteria
1	Payment against submission of PBG, on- boarding of Team members and submission of Detailed Project Plan	5%	Detailed Project Plan including detailed scheduling of data ingestion/update from various Departments and Departmental APIs and Business Continuity Plan (BCP)  Non-Disclosure Agreement signed by Bidder	1. Signing of contract 2. Submission of requisite documents including updates; if any 3. Sign-off from the DIT, GNCTD on acceptance of the Project Plan presented 4. The project plan provided in the RFP should be further detailed at each individual task level 5. Sign-off from the DIT, GNCTD on acceptance of the BCP presented
				Copies of Non-Disclosure Agreements signed.

#	Activity Milestone for implementation	Payment (Out of amount quoted against 'Implementation' in Commercial Bid excluding the cost of CSP, any OEM Licenses and State API Development Team)	Deliverables	Acceptance Criteria
			Non-Disclosure Agreement signed by all identified persons in the Project Governance Structure and Team Members	Copies of Non-Disclosure Agreements signed.
			Detailed CVs of all Team Members being deployed on identified positions (as per the format specified in the RFP)	Approval of the DIT, GNCTD on compliance of the qualifications of the Team Members with the specified criteria
			Exit Management Plan	Submission of requisite documents including updates; if any     Sign-off from the DIT, GNCTD on acceptance of the     Exit Management Plan presented
			Test Cases for UAT	Acceptance Certificate for Test Cases for UAT.
			Checklist and Response Form for UAT	Acceptance Certificate for Checklist and Response Form for UAT.
	Completion of		UAT Report including Defect resolution report	Acceptance Certificate for UAT Report.
2	Development, UAT and Go-Live of Single Sign-on	10%	SSO registration demo video in Marathi, Hindi & English and collaterals for publicity	Acceptance of demo videos & publicity material from DIT, GNCTD
	and Consent Management module		Publishing of content on identified communication channels	Acceptance Certificate for publishing of content on identified communication channels.
			Communication indicating Go-live of the SSO functionality	Go-live Certificate for the SSO module
	Approval and Design of		System Requirement Specification (SRS)	Submission of requisite documents including updates; if any     Sign-off from the DIT, GNCTD on acceptance of the     System Requirement Specification presented
3	Blueprints & Layouts & SRS for Departmental Portal	5%	Use Case Document	Submission of requisite documents including updates; if any     Sign-off from the DIT, GNCTD on acceptance of the Use     Cases presented
			System Design Document including Wireframes, Analytics, and Reports & Dashboards	Submission of requisite documents including updates; if any     Sign-off from the DIT, GNCTD on acceptance of the     System Design Document (SDD) presented

#	Activity Milestone for implementation	Payment (Out of amount quoted against 'Implementation' in Commercial Bid excluding the cost of CSP, any OEM Licenses and State API Development Team)	Deliverables	Acceptance Criteria
			Test Plan including the Requirement Traceability Matrix	Submission of requisite documents including updates; if any     Sign-off from the DIT, GNCTD on acceptance of the Test     Plan presented
			System Requirement Specification (SRS)	Submission of requisite documents including updates; if any     Sign-off from the DIT, GNCTD on acceptance of the     System Requirement Specification presented
4	Approval and Design of	nts & Layouts & 5%	Use Case Document	Submission of requisite documents including updates; if any     Sign-off from the DIT, GNCTD on acceptance of the Use     Cases presented
	SRS for Citizen Portal		System Design Document including Wireframes, Reports and Dashboards	Submission of requisite documents including updates; if any     Sign-off from the DIT, GNCTD on acceptance of the     System Design Document (SDD) presented
			Test Plan including the Requirement Traceability Matrix	Submission of requisite documents including updates; if any     Sign-off from the DIT, GNCTD on acceptance of the Test     Plan presented
5	Successful submission of deliverables by SADT	2%	1. System Design Document (SDD) 2. API development for all state databases 3. Completion report for database integration and data processing 4. Completion Report for API integration (One Completion Report shall be required to be submitted for each API integrated) 5. Communication for deployment of resources for API development	1. Acknowledgement from department regarding approval of diagnostic report 2. Completion Certificate from Information Technology Department, GNCTD regarding database integration, processing of all records and creation of unique records after matching logic

#	Activity Milestone for implementation	Payment (Out of amount quoted against 'Implementation' in Commercial Bid excluding the cost of CSP, any OEM Licenses and State API Development Team)	Deliverables	Acceptance Criteria
6	Processing of Databases for Golden Records for Schemes/Services	18.0%		
6.1	Collation and processing of Aadhar seeded priority databases	6.0%	1. Requirement Specification Document	1.a. Submission of requisite documents including updates; if any     1.b.Sign-off from the DIT, GNCTD on acceptance of the     Requirement Specification Document presented     2.a.Submission of requisite documents including updates; if any
6.2	Collation and processing of Aadhar seeded non- priority databases	4.0%	System Design Document (SDD)     Login credentials to a portal where the deliverables can be verified, shall be provided.     Diagnostic report for each database	2.b.Sign-off from the DIT, GNCTD on acceptance of the System     Design Document (SDD) presented     3. Acknowledgement of submission of login credentials specified.
6.3	Collation and processing of non Aadhar seeded databases	8.0%	5. Completion report for database integration and data processing	diagnostic report  5. Completion Certificate from Information Technology Department, GNCTD regarding database integration, processing of all records and creation of unique records after matching logic
			Test Cases for UAT	Acceptance Certificate for Test Cases for UAT.
			Checklist and Response Form for UAT	Acceptance Certificate for Checklist and Response Form for UAT.
			UAT Report including Defect resolution report	Acceptance Certificate for UAT Report.
	Completion of		Training Plan	1.a. Submission of requisite documents including updates; if any 1.b.Sign-off from the DIT, GNCTD on acceptance of the Requirement Specification Document presented 2.a.Submission of requisite documents including updates; if any 2.b.Sign-off from the DIT, GNCTD on acceptance of the System Design Document (SDD) presented 3. Acknowledgement of submission of login credentials specified. 4. Acknowledgement from department regarding approval of diagnostic report 5. Completion Certificate from Information Technology Department, GNCTD regarding database integration, processing of all records and creation of unique records after matching logic Acceptance Certificate for Test Cases for UAT.  Interesolution report Acceptance Certificate for UAT Report. Acceptance Certificate for UAT Report. Acceptance Certificate for publishing of content on identified communication channels. Acceptance Certificate for Training Feedback Form. Acceptance Certificate for Training Report.
7	Development, UAT,	20%	Copy of Training Material	Sign-off from the DIT, GNCTD on acceptance of Training Material.
′	Training and Go-Live of Departmental Portal	20/0	Publishing of content on identified communication channels	
			Training Feedback Form	
			Training Report	Acceptance Certificate for Training Report.
			Communication indicating Go-live of the Departmental Portal	Go-live Certificate for the Departmental Portal

#	Activity Milestone for implementation	Payment (Out of amount quoted against 'Implementation' in Commercial Bid excluding the cost of CSP, any OEM Licenses and State API Development Team)	Deliverables	Acceptance Criteria
			Test Cases for UAT	Acceptance Certificate for Test Cases for UAT.
			Checklist and Response Form for UAT	Acceptance Certificate for Checklist and Response Form for UAT.
			UAT Report including Defect resolution report	Acceptance Certificate for UAT Report.
8	Completion of Development, UAT, Training and Go-Live of	15%	Plan for IEC (Information Education Communication) and instructions to Citizens regarding the Portal usage	Acceptance Certificate for Plan for IEC and instructions to Citizens regarding the Portal usage.
	Citizen Portal		Copy of material for IEC and instructions to	Sign-off from the DIT, GNCTD on acceptance of the material for IEC
			Citizens regarding the Portal usage.	and instructions to Citizens regarding the Portal usage.
			Publishing of content on identified communication channels	Acceptance Certificate for publishing of content on identified communication channels.
			Communication indicating Go-live of the Citizen Portal	Go-live Certificate for the Citizen Portal
	On completion of clauses as mentioned in Exit		System Requirement Specification (SRS) for the Helpdesk Tool	Submission of requisite documents including updates; if any     Sign-off from the DIT, GNCTD on acceptance of the     System Requirement Specification presented
9	Management section (This indicates change of phase from	10 %	System Design Document for the Helpdesk Tool	Submission of requisite documents including updates; if any     Sign-off from the DIT, GNCTD on acceptance of the     System Design Document (SDD) presented
	Implementation to support phase)  - Within six months of go-live		Standard Operating Procedure (SOP) for Helpdesk operations including Knowledge Base for Issue resolution, Change/Release Management, Server & System access details	Submission of requisite documents including updates; if any     Sign-off from the DIT, GNCTD on acceptance of the     Standard Operating Procedure (SOP) for Helpdesk operations     presented
			Confirmation of integration of toll-free number and email gateway	Acknowledgement of confirmation received.

#	Activity Milestone for implementation	Payment (Out of amount quoted against 'Implementation' in Commercial Bid excluding the cost of CSP, any OEM Licenses and State API Development Team)	Deliverables	Acceptance Criteria
			Updated Project Governance Structure: Roles, responsibilities, authority, and contact details of identified persons for the Operations, Maintenance and Support Phase	Submission of requisite documents including updates; if any     Sign-off from the DIT, GNCTD on acceptance of the     Updated Project Governance Structure presented
			Non-Disclosure Agreement signed by all identified persons in the Project Governance Structure that have changed during the Operations, Maintenance and Support Phase	Copies of Non-Disclosure Agreements signed.
			Personnel Deployment Plan including Deployment Calendar for Helpdesk personnel	Submission of requisite documents including updates; if any     Sign-off from the DIT, GNCTD on acceptance of the     Personnel Deployment Plan presented
			Detailed CVs of all Helpdesk personnel being deployed at the Helpdesk (as per the format specified in the RFP)	Acknowledgement of receipt of the CVs of Helpdesk Personnel
			Non-Disclosure Agreement signed by all Helpdesk personnel	Copies of Non-Disclosure Agreements signed.
			Typical FAQs and responses	Submission of requisite documents including updates; if any     Sign-off from the DIT, GNCTD on acceptance of the Typical     FAQs and responses presented
			Formats of acknowledgements and responses	Submission of requisite documents including updates; if any     Sign-off from the DIT, GNCTD on acceptance of the formats for acknowledgements and responses presented
			Helpdesk Operations Manual for Helpdesk personnel	Acknowledgement of receipt of the Helpdesk Operations Manual.
			Test Plan including the Requirement Traceability Matrix for Helpdesk Tool and Helpdesk operations	Submission of requisite documents including updates; if any     Sign-off from the DIT, GNCTD on acceptance of the Test     Plan presented

#	Activity Milestone for implementation	Payment (Out of amount quoted against 'Implementation' in Commercial Bid excluding the cost of CSP, any OEM Licenses and State API Development Team)	Deliverables	Acceptance Criteria
			Checklist and Response Form for Helpdesk Tool and Helpdesk operations	Feedback on Helpdesk Tool and quality of Helpdesk operations.
			Standard Operating Procedure for managing Change Requests	Submission of requisite documents including updates; if any     Sign-off from the DIT, GNCTD on acceptance of the Standard     Operating Procedure (SOP) for Change Request management     presented
			Risk Register	Acknowledgement of receipt of the Risk Register
			Updated Exit Management Plan	Submission of requisite documents including updates; if any     Sign-off from the DIT, GNCTD on acceptance of the Updated     Exit Management Plan presented
	Developing API end points for department consumption		Communication indicating successful integration of Department portal	Acknowledgement of receipt of the communication.     Sign off from the DIT, GNCTD on successful integration
10		3%	Communication indicating successful integration of all the department portals	with of Department portal  3. Sign off from department on successful receipt of API end point
11	Successful generation of Golden record for 2 CR residents	4%	Communication indicating successful generation of golden records	Acknowledgement of receipt of the communication.     Sign off from the DIT, GNCTD on successful generation of golden records
12	On successful onboarding of 10 schemes	3%	Communication indicating completion on scheme onboarding from DIT, GNCTD and department	Acknowledgement of receipt of the communication.     Sign off from the DIT, GNCTD on successful operation of 25 schemes

The bidder needs to obtain "JUST IN TIME" concurrence of DIT, GNCTD prior to procuring any OEM licenses, Cloud services and for resources of SADT. The cost of OEM licenses, Cloud Services and State API Development Team provided by the bidder will be paid as per the invoices raised by the bidder subsequent to DIT, GNCTD's concurrence. The bidder needs to ensure the cost of licenses & cloud services are below market rates. In case the cost of OEM license & Cloud services is found to be greater than the market rates available on respective OEM & CSP websites, the DIT, GNCTD will consider the lowest of amount quoted by bidder during bidding & open market rates available on OEM websites to make payment against the invoices.

#	Activity Milestone	Payment (for cloud	Deliverables	Acceptance Criteria
		services, any OEM		
		licenses, and State API		
		Development Team)		
			Report on cloud services requirement	Approval from DIT, GNCTD to go ahead with procurement
			and functionality	
			Notarized copy of Partnership	Acknowledgement of submission of documentary evidence
			Agreement with the Cloud Service	specified.
			Provider signed for the purpose of this	
			Project	
	Supply and	As nor invoices raised	Proof of purchase of cloud	Acknowledgement of submission of login
1	commissioning of	As per invoices raised on a quarterly basis	infrastructure	credentials specified.
	cloud infrastructure	on a quarterry basis	Commissioning Report for cloud	Issue of 'Commissioning Certificate for cloud
			infrastructure & access to the Cloud	infrastructure' by the DIT, GNCTD indicating
			Servers to the DIT, GNCTD - access	acceptance of the cloud infrastructure and
			credentials for the applicable	'Commissioning Report for cloud infrastructure' submitted
			components as per the Bill of Materials	(after checking the access)
2		As per invoices raised	Report on license requirement and	Approval from DIT, GNCTD to go ahead with procurement
		As per involces raiseu	functionality	

#	Activity Milestone	Payment (for cloud	Deliverables	Acceptance Criteria
		services, any OEM		
		licenses, and State API		
		Development Team)		
			Notarized copy of Partnership	Acknowledgement of submission of documentary evidence
			Agreement with the Software license	specified.
			OEM signed for the purpose of this	
	Completed		Project	
	Supply and		Proof of supply of Software licenses	Acknowledgement of submission of login
	commissioning of software licenses			credentials or documentary evidence.
			Report for deployment of software	Issue of 'Certificate confirming deployment of software
			licenses	licenses' by the DIT, GNCTD indicating completion of the
				activity pertaining to deployment of software licenses and
				'Report for
				deployment of software licenses' submitted.
			1. Requirement Specification Document	1.a. Submission of requisite documents including updates; if any
			2. System Design Document (SDD)	1.b.Sign-off from the DIT, GNCTD on acceptance of the
			3. Login credentials to a portal where the	Requirement Specification Document presented
			deliverables can be verified, shall be provided.	2. a. Submission of requisite documents including updates; if any
	State API	As per invoices raised	4. Completion Report for API integration (One	2.b. Sign-off from the DIT, GNCTD on acceptance of the System
3	Development Team	on a monthly basis	Completion Report shall be required to be	Design Document (SDD) presented
		,	submitted for each API integrated)	3. Acknowledgement of submission of login credentials specified.
			5. Communication for deployment of resources	4. Completion Certificate for API Integration.
			for API development	5. Acknowledgement on deployment of resources

Note:

The steering committee headed by Additional Chief Secretary (IT) will approve and finalize the definition of Golden Record and its attributes taking into consideration the study of data sources conducted by the bidder during the project. The number of attributes required to qualify any record as golden record will be finalized mutually between bidder and DIT, GNCTD after approval by steering committee. The number of Government body APIs to be integrated and databases to be processed will be decided mutually during the Detailed Project Plan phase.

## 13.2 Operations, maintenance, and support

The cost of operations, maintenance, support services, includes the maintenance of solution components like Application servers, Web servers, Database server and other servers on an ongoing basis to ensure smooth functioning of applications. The bidder shall ensure compliance to uptime and performance requirements of D-UCDP Solution as indicated in the SLA and any major changes to the software shall be planned accordingly by the successful bidder for ensuring the SLA requirements. Payments shall be released by DIT, GNCTD at the end of each Quarter. Bidder shall submit documents on the performance of the D-UCDP solution against the desired SLA on a Quarterly basis.

#	Activity Milestone for OMS phase	Payment (Out of amount quoted against 'Maintenance and Support' in Commercial Bid excluding the cost for CSP and OEM Licenses)	Deliverables	Acceptance Criteria
1	Quarter 1 to Quarter 12 (each quarter)	7.5 %	SLA Report presenting details of achievement of SLAs  Ticket Analysis Report	Submission of requisite documents including updates; if any     Sign-off from the DIT, GNCTD on acceptance of the SLA     Report presented     Submission of requisite documents including updates; if any     Sign-off from the DIT, GNCTD on acceptance of the     Ticket Analysis Report presented

			Helpdesk Staffing Report including	Submission of requisite documents including updates; if any
			Attendance of the Helpdesk personnel	2. Sign-off from the DIT, GNCTD on acceptance of the
			and attrition	Helpdesk Staffing Report presented
			Cloud infrastructure Utilization Report	1. Submission of requisite documents including updates; if any
				2. Sign-off from the DIT, GNCTD on acceptance of the
				Cloud Infrastructure Utilization Report presented
			Meeting minutes of Periodic Status	Confirmation from the DIT, GNCTD regarding the status of the
			meetings and update on status of Action	Action Items.
			Items from such meetings	
2	On completion	10%	1. A detailed Knowledge Transition plan	Acceptance of completion of Knowledge Transition as per the plan
	of clauses as		which includes the plan for Classroom	by all stakeholders.
	mentioned in		training, on-job training and shadow	
	Exit		support phase	
	Management		2. Agreement between DIT, GNCTD, SI's	
	section & on		Support team and New Support team (if	
	Update of		any) regarding the Knowledge Transition	
	System		Plan	
	software and		3. Implementation of the plan by all	
	licenses within		stakeholders with periodic status	
	last 6 months		meetings	
	of end of		List of personnel supporting Project	Acknowledgement of Receipt of the list of personnel.
	contract		Closure	
			Inventory of all assets	Acknowledgement of receipt of the inventory of assets.
			Submission of all project documentation	Acknowledgement of receipt of the project documentation.
			covered under the scope of the Contract	
			Submission of login credentials and	Completion Certificate for confirming hand-over of cloud
			documentation for completing hand-	infrastructure
			over of the cloud infrastructure	
			· ·	l .

Transfer of Agreements	Completion Certificate for confirming transfer of Agreements
Communication confirming surrender of	Acknowledgement of receipt of communication.
physical infrastructure allocated	
Completion Report for Knowledge	Acceptance Certificate for Knowledge Transfer.
Transfer	
Update of System software, license, and	Acceptance Certificate by DIT, GNCTD after due verification
server patches within the last 6 months	
before exit	
Project Closure Report	Acceptance Certificate for Project Closure Report
	Project closure report to include FAQs, Best Practices, Frequent
	issues, How to fix frequent issues, Challenges, Cost Benefit
	Analysis, ROI, Stakeholders, impact report, Continuous
	Improvement Plan etc.

#	Activity Milestone for	Payment	Deliverables	Acceptance Criteria
	cloud services during	(For cloud		
	OMS phase	services)		
1	Supply of cloud	As per invoices	Report on cloud services requirement	Approval from DIT, GNCTD to go ahead with procurement
-	infrastructure	raised	and functionality	

#	Activity Milestone for cloud services during	Payment (For cloud	Deliverables	Acceptance Criteria
		•		
	OMS phase	services)		
			Proof of purchase of cloud	Acknowledgement of submission of login
			infrastructure	credentials specified/ equivalent access to verify.
			Utilization report for cloud	Approval by DIT, GNCTD on Utilization Report for cloud
			infrastructure & access to the Cloud	infrastructure
			Servers to the DIT, GNCTD - access	
			credentials for the applicable	
			components as per the Bill of Materials	

#### Note:

- DIT, GNCTD or the participating department would provide data in the prescribed format, before milestone user acceptance test to the successful bidder for carrying out Analysis. Disbursement of payment to the bidder is based on completion of tasks indicated in the implementation plan, Operations and Maintenance support plan and final handover.
- The Project Plan for completion of work shall be a part of the Contract Document in the form of Bar Chart / Gantt chart. The bidder is supposed to carry out the work and keep the progress as per Bar Chart / Gantt chart. The bidder shall be required to complete the work as per the Schedule in the Contract and the Project Plan submitted by the SI.
- The payments for Maintenance and Support period will be released after submission of appropriate deliverables signed off by DIT, GNCTD at the end of each quarter.

## 14 Terms and Conditions

Terms and conditions for bidders who participate in the tender are specified in the section called "Terms and Conditions". These terms and conditions will be binding on all the bidders. These terms and conditions will also form a part of the Contract to be signed with the Successful Bidder(s) on the outcome of the Tendering process.

#### **14.1 Definition of Terms**

1. "Acceptance of System": The system shall be accepted by the DIT, GNCTD, subsequent to its installation, commissioning of IT and non-IT equipment at all project locations and successful rollout of services at all project locations, deployment of trained manpower, when all the activities as defined in Scope of Work have been successfully executed and completed to the satisfaction of DIT, GNCTD The Bidder shall achieve operational acceptance of the complete solutions as defined in the RFP in accordance with the time schedule in the implementation schedule, scope of work, technical requirements, design considerations section and any refinements made in the agreed and finalized project plan, or within the timeframe the Bidder has been provided.

As soon as the System, or any sub-system, has, in the opinion of the Bidder, been delivered, commissioned, and made in accordance with the technical requirements of the RFP as per the agreed and finalized Project Plan, Bidder shall notify DIT, GNCTD in writing.

DIT, GNCTD shall, after receipt of Bidder's notice, either issue a Acceptance Certificate, stating that the system, or major component or subsystem (if Acceptance by major component or subsystem) has been achieved or notify Bidder in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and / or subsystems making up the end to end System as envisaged by the DIT, GNCTD in this RFP.

Bidder shall use all reasonable endeavors to promptly remedy any defect and / or deficiencies notified by the DIT, GNCTD.

Bidder shall then promptly carry out retesting of the system or subsystem and, when in Bidder's opinion the system or subsystem is ready for commissioning and operational acceptance testing, notify DIT, GNCTD in writing. The procedure shall be repeated, as necessary, until an installation certificate is issued. The acceptance criteria shall inter-alia include, but not limited to:

- Installation and commissioning of the complete solution supplied as part of the Project, clearly documented, and demonstrated. The documents would include but not limited to SRS, FRS, BCP, etc.
- Functional Acceptance Criteria Demonstration of tasks, business processes or functions which DIT, GNCTD has listed out in RFP as Functional and Non-functional requirement and Design Considerations.
- c. Submission of manuals, design documents, training materials and other necessary documents.
- d. Training to personnel identified by DIT, GNCTD as per the Project Plan and Bidder's Bid.
- e. Installation and commissioning of the entire security components supplied as part of the Project must be successfully demonstrated and documented.
- f. Summary of the test cases and execution results to prove that the acceptance criteria have been met
- 2. "Applicable Law(s)": Any statute, law, ordinance, notification, rule, regulation, judgment, order,

decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project.

- 3. **"Bidder"** shall mean organization submitting a Bid in response to this RFP.
- 4. **"DIT, GNCTD"** means the Information Technology Department, GNCTD Delhi (also referred to as "DIT"). The Project shall be executed in Delhi and shall be owned by DIT.
- 5. **"Contract"** means the Contract entered into by the parties with the entire documentation specified in the RFP.
- 6. **"Contract Value"** means the price payable to bidder under this Contract for the full and proper performance of its contractual obligations under this RFP.
- 7. **"Commercial Off-The-Shelf (COTS)"** refers to software products that are ready-made and available for sale, lease, or license to the general public.
- 8. **"Document"** means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes, databases or any other electronic documents as per IT Act, 2000 or its amendments thereof.
- 9. **"Effective Date"** means the date on which this Contract (Draft Contract Form in Annexures) is signed and executed by the parties hereto. If this Contract is executed in parts, then the date on which the last of such Contract is executed shall be construed to be the Effective Date.
- 10. **"FRS"** means the Functional Requirement Specifications.
- 11. **"Goods"** means all of the equipment, sub-systems, hardware, software, products accessories, software and/or other material / items which Bidder is required to supply, install and maintain under the Contract.
- 12. "GNCTD" means Government of National Capital Territory of Delhi.
- 13. "DIT" means the Information Technology Department, GNCTD.
- 14. **"Intellectual Property Rights"** means any patent, copyright, trademark, trade name, service marks, brands, proprietary information whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- "Go- Live" means commissioning of project after operationalization of the D-UCDP Platform, including but not limited to documentation, security measures, training as per Scope of Work mentioned in RFP. The Bidder should have the approval from the DIT, GNCTD after successful completion of the User Acceptance Testing.
- **"Notice"** means a notice, or a consent, approval or other communication required to be in writing under this Contract.
- 17. **"OEM"** means the Original Equipment Manufacturer of any equipment / system / software / product which are providing such goods/services to the DIT, GNCTD under the scope of this RFP. The Bidder, Proprietary Third-Party Manufacturer and Enterprise Open-Source Software Provider are all categorized as an OEM.
- 18. **"Bidder's Team" or "Project Team"** means all the personnel of Bidder who have been deployed to provide goods and services to the DIT, GNCTD under the scope of this Contract. This definition shall also include any and / or all of the employees of Bidder, authorized service providers / partners and representatives or other personnel employed or engaged either directly or indirectly by Bidder for the purposes of this

Contract.

- 19. **"JV / Consortium"** is an association of two or more companies with the objective of participating in a common activity or pooling their resources for achieving a common goal.
- 20. **"Replacement Bidder"** means the organization replacing Bidder in case of Contract termination for any reasons.
- 21. **"Sub-Contractor"** shall mean the entity named in the contract for any part of the work or any person to whom any part of the contract has been sublet with the consent in writing of the DIT, GNCTD and the heirs, legal representatives, successors and assignees of such person.
- 22. "Services" means the work to be performed by the agency pursuant to this RFP under the contract.

## 14.2 Interpretation

Under Terms & Conditions, unless a contrary intention is evident:

- the clause headings are for convenient reference only and do not form part of this RFP;
- unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this RFP including any amendments or modifications to the same from time to time;
- a word in the singular includes the plural and a word in the plural includes the singular;
- a word importing a gender includes any other gender;
- a reference to a person includes a partnership and a body corporate;
- a reference to legislation includes legislation repealing, replacing or amending that legislation;
- where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
- in the event of an inconsistency between the terms of this RFP Document and the Bid, the terms hereof shall prevail.

## **14.3 Key Performance Measurements**

- Unless specified by the DIT, GNCTD to the contrary, the Bidder shall implement the infrastructure, perform the Services and carry out the Scope of Work in accordance with the terms and conditions of this RFP, Scope of Work and the Service Specifications as laid down under Service Level Agreement.
- If the RFP / Service Specification include more than one document, then unless the DIT, GNCTD specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.

The DIT, GNCTD reserves the right to amend any of the terms and conditions in relation to the RFP / Services and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Scope of Work. This must be mutually acceptable to both Bidder and DIT, GNCTD.

#### **14.4 Commencement and Progress**

The Bidder shall commence the performance of its obligations in a manner as specified in the Scope of Work.

 The Bidder shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.

- The Bidder shall be responsible for and shall ensure that all activities / services are performed in accordance with the Contract, Scope of Work and that the SI's Team complies with such specifications and all other standards, terms and other stipulations / conditions set out hereunder.
- The Bidder shall perform the activities / services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry. The Bidder shall always act, in respect of any matter relating to this RFP, as faithful advisors to the DIT, GNCTD and shall, at all times, support and safeguard the DIT, GNCTD's legitimate interests in any dealings with Third parties.

# 14.5 Bidder's Obligations

### 14.5.1 Scope of Work and General Obligations

- 1. Bidder's obligations shall include all the activities as specified by the DIT, GNCTD in the Scope of Work and other sections of the Tender and Contract and changes thereof to enable DIT, GNCTD to meet the objectives and operational requirements under the RFP. It shall be Bidder's responsibility to ensure the proper and successful implementation, performance, and continued operation of the proposed solution in accordance with and in strict adherence to the terms of as contained in this RFP, the Bid and the Contract for the period as mentioned in the RFP.
- 2. In addition to the aforementioned, Bidder shall provide services to manage and maintain the said system and infrastructure as mentioned in this RFP for the period as specified.
- 3. DIT, GNCTD reserves the right to interview the personnel proposed that shall be deployed as part of the Project Team. If found unsuitable, the DIT, GNCTD may reject the deployment of the personnel. But ultimate responsibility of the project implementation shall lie with Bidder.
- 4. DIT, GNCTD reserves the right to require changes in personnel which shall be communicated to Bidder with the prior approval of the DIT, GNCTD may make additions to the project team. Bidder shall provide the DIT, GNCTD with the resume of Key Personnel and provide such other information as the DIT, GNCTD may reasonably require. The DIT, GNCTD also reserves the right to interview the personnel and reject, if found unsuitable. In case of change in its team members, for any reason whatsoever, Bidder shall also ensure that the exiting members are replaced with at least equally qualified and professionally competent members.
- 5. Bidder shall ensure that none of the Key Personnel and manpower exit from the project during first 6 months of the beginning of the project. In such cases of exit except for the reasons due to death, resignation, retirement or termination due to any cause or not able to work due to severe health condition, a penalty maximum to the extent of INR 50 thousand per such replacement shall be imposed on Bidder by DIT, GNCTD at its discretion.
- 6. Bidder should submit profiles of only those key resources who shall be deployed on the project. Any change of resource should be approved by the DIT, GNCTD and compensated with equivalent or better resource. Bidder should provide three or more options for each new replacement. The DIT, GNCTD may interview the resources suggested by Bidder before their deployment on board. It does not apply in case of change requested by the DIT, GNCTD.
- 7. In case of change in any of its deployed resources, Bidder shall ensure a reasonable amount of time overlap in activities to ensure proper knowledge transfer and handover / takeover of documents and other relevant materials between the outgoing and the new resource deployed.

- 8. Bidder shall ensure that Bidder's Team deployed is competent, professional and possesses the requisite qualifications, knowledge, and experience appropriate to the task they are required to perform under this Contract. Bidder shall ensure that the services are performed through the efforts of Bidder's Team, in accordance with the terms hereof and to the satisfaction of the DIT, GNCTD. Nothing in this Contract relieves Bidder from its liabilities or obligations under this Contract to provide the Services in accordance with the DIT, GNCTD's directions and requirements as stated in this RFP and the Bid to the extent accepted by the DIT, GNCTD.
- 9. Bidder shall be fully responsible for deployment / installation / development and integration of all the software and hardware components and resolve any problems / issues that may arise due to integration of components.
- 10. Bidder shall ensure that the OEMs supply equipment / components including associated accessories and software required and shall support Bidder in the installation, commissioning, integration and maintenance of these components during the entire period of contract. Bidder shall ensure that the OEM supply the software applications and shall support Bidder in the installation / deployment, integration, roll-out and maintenance of these applications during the entire period of contract. It must clearly be understood by Bidder that warranty and AMC of the system, products and services incorporated as part of D-UCDP solution including all the solutions proposed shall commence for product and licenses supplied from the date of installation of the same and for developed system from the date of go-live. It must clearly be understood by Bidder that warranty and AMC of the system, products and services incorporated as part of system would be covered till the end of the original contract period (i.e. development till go live and 36 months as post go live Support period). The annual maintenance support shall include patches and updates to the software, and relevant cloud services.
- 11. All the software licenses that Bidder proposes should be perpetual software licenses. Licenses should be in the name of the DIT, GNCTD. The software licenses shall not be restricted based on location and the DIT, GNCTD should have the flexibility to use the software licenses for other requirements (other projects) if required, provided the same does not violate the usage rights agreed with the original manufacturer.
- 12. All the OEMs that Bidder proposes should have Dealer possession licenses.
- 13. The End User License Agreement (EULA) containing the Warranty and Annual Maintenance Agreements for the supplied items shall be signed between the DIT, GNCTD, the Bidder, and the OEM. There shall be NO bi-party agreement between the Bidder and the OEM pertaining to the Warranty and Annual Maintenance Agreements for the supplied items.
- 14. Bidder shall ensure that none of the components and sub-components is declared end-of-sale or end-of-support by the respective OEM as on the Last Date and Time of submission of Bid. If the OEM declares any of the products / solutions end-of-sale subsequently, the Bidder shall ensure that the same is supported by the respective OEM for the Term of the Contract. Undertaking on OEM company letter head in this regard signed by authorized signatory of OEM shall be provided by Bidder.
- 15. If a product is de-supported by the OEM for any reason whatsoever, from the date of Acceptance of the System till the end of Contract, bidder should replace the products / solutions with an alternate that is acceptable to the DIT, GNCTD at no additional cost to the DIT, GNCTD and without causing any performance degradation. OEM solution should be based on open standards.
- 16. Bidder shall ensure that the OEMs provide the support and assistance to Bidder in case of any problems / issues arising due to integration of components supplied by him with any other component(s) / product(s) under the purview of the overall solution without any additional cost to the DIT, GNCTD.

- 17. Bidder shall ensure that the Cloud Service Provider (CSP) shall install all type of updates, patches, fixes and / or bug fixes for the required components from time to time at no additional cost to the DIT, GNCTD.
- 18. Bidder shall ensure that the Cloud Service Provider shall conduct preventive maintenance on a Quarterly basis and break-fix maintenance in accordance with the best practices followed in the industry. Bidder shall ensure that the documentation regarding these preventive maintenances is made available to the DIT, GNCTD. The Bidder should ensure that CSP undertakes periodic DR drill (at least once a year).
- 19. The training has to be conducted using official OEM and the course curriculum shall be mapped with the software products to be implemented under the Project. Bidder shall ensure that the documentation and training services associated with the components shall be provided by the OEMs without any additional cost to the DIT, GNCTD.
- 20. Bidder and their personnel / representative shall not alter / change / replace any infrastructure component proprietary to the DIT, GNCTD and / or under warranty or AMC of third party without prior consent of the DIT, GNCTD.
- 21. Bidder shall provision the required services at the designated office locations of the DIT, GNCTD for meeting the uptime commitment of the entire system.
- 22. Bidder's representative(s) shall have all the powers requisite for the execution of scope of work and performance of services under this contract. Bidder's representative(s) shall liaise with the DIT, GNCTD's representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. Bidder shall extend full co-operation to DIT, GNCTD's representative in the manner required by them for supervision / inspection / observation of the equipment / goods / material, procedures, performance, progress, reports and records pertaining to the works. Bidder shall also have complete charge of Bidder's personnel engaged in the performance of the works and to ensure compliance of rules, regulations and safety practice. Such Bidder's representative(s) shall be available to the DIT, GNCTD's Representative at DIT, GNCTD's offices during the execution of works from time to time on requirement basis.
- 23. Bidder shall be responsible on an ongoing basis for coordination with other vendors and agencies of the User Departments at DIT, GNCTD's end to resolve issues and oversee implementation of the scope as defined in this RFP. Bidder shall request directions from the DIT, GNCTD in case of any assistance required to resolve conflicts between vendors in case of borderline integration issues.
- 24. Bidder is expected to set up a project office in Delhi. The technical manpower deployed on the project may work from the same office. However, some resources may be required to work from the DIT, GNCTD's office during the Term of the Contract.
- 25. Start of Installation
  - a. Bidder shall co-ordinate with the DIT, GNCTD and stakeholders for the complete setup of software. Bidder shall also co-ordinate regarding Network / Bandwidth connectivity to prepare the installation plan and detailed design / architectural design documents and the DIT, GNCTD shall ensures that the vendors for Network / Bandwidth connectivity are available on time so that the solution will be delivered on time by Bidder.
  - b. The plan and design documents thus developed shall be submitted by Bidder for approval by the DIT, GNCTD.
  - c. After obtaining the approval from the DIT, GNCTD, Bidder shall commence the installation.
- 26. Bidder shall ensure that the Annual Maintenance support for the software components is provided for the period from date of deployment of the software component till the end of Contract period. Annual Maintenance support shall include patches, updates, and upgrades of the software and (additional) Cloud Infra components.

- 27. Bidder shall ensure that an admin access for the cloud infrastructure and any third-party services being provided as part of the Scope of Work shall be provided to the DIT, GNCTD and/or its nominated agency/(ies).
- 28. Bidder shall ensure that the CSP, and all other third-party services (wherever applicable) shall remain empaneled as per requirements of this RFP during the complete duration of execution of the project (up to the end of the last term of the Operations and Maintenance Phase; including all extensions provided; if any).
- 29. In case of any changes to the contractual obligations of the Bidder with the CSP or any other third-party services being provided as part of the Scope of Work, Bidder shall intimate the DIT, GNCTD immediately upon gaining knowledge of the change to the contractual obligations. Only upon approval by the DIT, GNCTD on the plan of the Bidder for handling the change to the contractual obligations, the Bidder may proceed with their plan. Bidder shall ensure that the progress of execution of the plan is being shared with the DIT, GNCTD on a continuous basis. Shall the Bidder fail to undertake any activities pertaining to the requirements of this clause, it shall be construed as breach of the Bidder's obligations under this contract.
- 30. Bidder shall fulfil any other obligations as mentioned in the RFP document.
- 31. The Bidder Shall be ly responsible for execution of the work and related SLA, Penalty for Breach of any terms and conditions mentioned herein this contract and RFP.
- 32. The Bidder needs to have adequate insurance, risk management systems, contingency plans and backup system in place to ensure that it may continue to provide uninterrupted performance of Services consistent with the standards agreed herein.
- 33. Cooperation: During the Contract Period, DIT, GNCTD may undertake other data management projects or such other projects which may be data dependent or data intensive part, implement any new technology including cloud-based technology, or undertake platform itself or through third party service provider. Nothing contained herein, shall be deemed to create any obligation on DIT, GNCTD to appoint or engage the Bidder to provide services in respect such projects.
- 34. Bidder must complete all the activities as specified by the DIT, GNCTD in the Scope of Work and other sections of the Tender and Contract and changes thereof to enable DIT, GNCTD to meet the objectives and operational requirements under the RFP. Bidder shall be severally responsible and liable for execution of the Project.
- 35. NDA shall be signed by all the new resources who are deployed on the project

#### 14.5.2 Personnel

- Personnel assigned by the bidder to perform the Services shall be employees of Bidder and under no circumstances will such personnel be considered employees of the Project. Bidder shall have the responsibility for supervision and control of its personnel and for payment of such personnel's entire 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 employer obligations under all applicable laws.
- Bidder shall ensure that sufficient personnel are employed to perform the Services, and also that such personnel have appropriate qualifications to perform the Services. DIT, GNCTD shall have the right to require the removal or replacement of any Bidder personnel performing work under this Contract. In the event that DIT, GNCTD requests that any Bidder personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule but not later than 15 working days.

- The Bidder shall also be responsible to train certain employees of the DIT, GNCTD/ User Departments with regard to the Services being provided by the Bidder as and when required by Project during the Term of this Contract. The parameters of the training required for these employees of Project shall be communicated by DIT, GNCTD to the Bidder periodically and shall be in accordance with the latest procedures and processes available in the relevant areas of work.
- In the event that during the project implementation phase, DIT, GNCTD identifies any personnel of Bidder as "Key Personnel", the Bidder shall not remove such personnel without the prior written consent of DIT, GNCTD.
- If required, the key resources shall work from DIT, GNCTD's premises while other resources can work from Bidder's Delhi NCR region office.
- Except as stated herein, nothing in this Contract or the SLA will limit the ability of Bidder freely to assignor reassign its employees; provided that Bidder shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. DIT, GNCTD shall have the right to review and approve Bidder's plan for any such knowledge transfer. Bidder shall maintain the same standards for skills and professionalism among replacement personnel as in personnel being replaced.
- Each Party shall be responsible for the performance of all its obligations under this Contract or the SLA and shall be liable for the acts and omissions of its employees in connection therewith.

### 14.5.3 Confidentiality

The function of DIT, GNCTD requires the Bidder to demonstrate utmost care, sensitivity, and strict confidentiality.

- The Bidder will have to maintain strict Privacy and confidentiality of all the data its staff gets access to. Adequate provisions to be made not to allow unrestricted access to the data to people in the organization who have not got necessary permissions. Bidder cannot sell or part with any data in any form. If such case may occur then, heavy penalty or termination of the contract shall be imposed along with prosecution. The amount of the penalty will be decided by the DIT, GNCTD based upon severity of the default.
- This restriction does not limit the right to use information contained in the data if it:
  - Is obtained from another source without restriction.
  - Is in the possession of, or was known to, the receiving party prior to its receipt, without an obligation to maintain confidentiality; becomes generally known to the public without violation of this Proposal.
  - Is independently developed by the receiving party without the use of confidential Information and without the participation of individuals who have had access to confidential information
  - Is required to be provided under any law, or process of law duly executed".
- The Bidder recognizes that during the term of contract and the SLA, sensitive data will be procured and made available to it and others working for or under the Bidder. Disclosure or usage of the data by any such recipient may constitute a breach of applicable laws causing harm to the DIT, GNCTD and the GNCTD. Any breach of this will result in the DIT, GNCTD receiving a right to seek injunctive relief and damages without any limit, from the Bidder and / or also seek termination.
- SI agrees as to any Confidential Information disclosed by DIT, GNCTD or the SLA (the "Discloser") to this Contract:
  - a. To take such steps necessary to protect DIT, GNCTD confidential information from unauthorized use, reproduction and disclosure as the Recipient takes in relation to its own Confidential

Information of the same type, but in no event less than reasonable care; and to use such Confidential Information only for the purposes of this Contract or the SLA or as otherwise expressly permitted or expressly required by this Contract or the SLA or as otherwise permitted by DIT, GNCTD in writing; and

- b. Not without the DIT, GNCTD's prior written consent to copy the confidential Information or cause or allow it to be copied, directly or indirectly, in whole or in part, except as otherwise expressly provided in this Contract or the SLA or as required in connection with Bidder's use as permitted by DIT, GNCTD.
- c. Not without the DIT, GNCTD's prior written consent to disclose, transfer, publish or communicate the confidential information in any manner to any person except as permitted in this contract or SLA.
- d. The Bidder will have to sign a Non-Disclosure Agreement (NDA) with DIT, GNCTD.

#### 14.5.4 Trademarks, Publicity

Neither Party may use the trademarks of the other Party without the prior written consent of the other Party. Neither Party shall publish nor be permitted to publish either along with or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Contract, the SLA or the business of the Parties without prior reference to and approval in writing from the other Party.

#### 14.5.5 Ethics

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 DIT, GNCTD employee or any department officials, or its nominated agencies in connection with this agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of DIT, GNCTD standard policies and may result in cancellation of this Contract.

### 14.5.6 Reporting Progress

- 1. Bidder shall monitor progress of all the activities related to the execution of this Contract and shall submit to the DIT, GNCTD, **progress reports** with reference to all related work, milestones and their progress during the implementation phase.
- 2. Formats for all above mentioned reports and their dissemination mechanism shall be discussed and finalized along with project plan. The DIT, GNCTD on mutual agreement between both parties may change the formats, periodicity and dissemination mechanism for such reports.
- Periodic meetings shall be held between the representatives of the DIT, GNCTD and Bidder once in every 15 days during the implementation phase to discuss the progress of implementation. After the implementation phase is over, the meeting shall be held as an ongoing basis, as desired by DIT, GNCTD, to discuss the performance of the Contract.
- 4. Bidder shall ensure that the Key Persons of the respective solution teams involved in the execution of work are part of such meetings.
- Several review committees involving representative of the DIT, GNCTD and senior officials of Bidder shall be formed for the purpose of this Project. These committees shall meet at intervals, as decided by the DIT, GNCTD, to oversee the progress of the implementation.
- 6. All the goods, services and manpower to be provided / deployed by Bidder under the Contract and the manner and speed of execution and maintenance of the work and services are to be conducted in a

- manner to the satisfaction of DIT, GNCTD's representative in accordance with the requirements as specified in RFP.
- The DIT, GNCTD reserves the right to inspect and monitor / assess the progress / performance of the work / services at any time during the course of the Contract. The DIT, GNCTD may demand and upon such demand being made, Bidder shall provide documents, data, material, or any other information which the DIT, GNCTD may require, to enable it to assess the progress / performance of the work / service.
- At any time during the course of the Contract, the DIT, GNCTD shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by Bidder of its obligations / functions in accordance with the standards committed to or required by the DIT, GNCTD under this RFP and Bidder undertakes to cooperate with and provide to the DIT, GNCTD / any other agency appointed by the DIT, GNCTD, all documents and other details related to the solution to be provided under this RFP excluding the financial details as may be required by them for this purpose. Such audit shall not include Bidder's books of accounts and other financial details.
- Should the rate of progress of the works or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works by the stipulated time or is in deviation to the requirements / standards specified in the RFP, the Bidder shall so notify DIT, GNCTD in writing.
- Bidder shall reply to the written notice giving details of the measures that they have proposed to take to expedite the progress so as to complete the works by the prescribed time or to ensure compliance to RFP requirements. Bidder shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the DIT, GNCTD or DIT, GNCTD's representative that the actual progress of work does not conform to the approved plan Bidder shall produce at the request of the DIT, GNCTD's representative a revised plan showing the modification to the approved plan necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance to the stipulated requirements.
- The submission seeking approval by the DIT, GNCTD or DIT, GNCTD's representative of such plan shall not relieve Bidder of any of his duties or responsibilities under the Contract. The DIT, GNCTD shall ensure that it will provide the approval within the reasonable time and shall not withhold any approval without any specific reasons.
- 12. In case during execution of works, the progress falls behind schedule or does not meet the Tender requirements, Bidder shall deploy extra manpower / resources to make up the progress or to meet the RFP requirements. All time and cost effect in this respect shall be borne, by Bidder within the Contract Value.

#### 14.5.7 Project Plan

1. Within thirty (30) calendar days of Effective Date of the Contract, Bidder shall submit to the DIT, GNCTD for its approval a detailed Project Plan with details of the Project showing the sequence, procedure and method in which he proposes to carry out the works. The Plan so submitted by Bidder shall conform to the requirements and timelines specified in the Contract. The DIT, GNCTD and Bidder shall discuss and agree upon the work procedures to be followed for effective execution of the works, which Bidder intends to deploy and shall be clearly specified. The Project Plan shall include but not limited to project organization, communication structure, proposed staffing, roles and responsibilities, processes and tool sets to be used for quality assurance, security and confidentiality practices in accordance with industry best practices, Project Plan and delivery schedule in accordance with the Contract. Approval by the DIT, GNCTD's Representative of the Project Plan shall not relieve Bidder of any of his duties or responsibilities under the Contract.

2. If Bidder's work plans necessitate a disruption / shutdown in DIT, GNCTD's operation, the plan shall be mutually discussed and developed so as to keep such disruption / shutdown to the barest unavoidable minimum. Any time and cost arising due to failure of Bidder to develop / adhere such a work plan shall be to his account.

### 14.5.8 Adherence to safety procedures, rules regulations and restriction

- 1. Bidder's Team shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All applicable safety and labour laws enforced by statutory agencies and by DIT, GNCTD shall be applicable in the performance of this Contract and Bidder's Team shall abide by these laws.
- 2. Bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Bidder's Team shall adhere to all security requirement/ regulations of the DIT, GNCTD during the execution of the work. DIT, GNCTD's employee also shall comply with safety procedures / policy.
- 3. Bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

#### 14.5.9 Statutory Requirements

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

# 14.6 DIT, GNCTD's Obligations

- DIT, GNCTD's Nominated Representative shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the Bidder.
- DIT, GNCTD shall ensure that timely approval is provided to the Bidder as and when required, which may include approval of project plans, implementation methodology, design documents, specifications, or any other document necessary in fulfilment of this contract. DIT, GNCTD shall ensure that any approval shall not withheld any approval without any reasonable ground.
- The DIT, GNCTD's Nominated Representative shall interface with the Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. DIT, GNCTD shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the DIT, GNCTD is proper and necessary.
- DIT, GNCTD may provide on Bidder's request, particulars / information / documentation that may be required by the Bidder for proper planning and execution of work and for providing services covered under this Contract and for which the Bidder may have to coordinate with respective vendors.
- DIT, GNCTD may provide to the Bidder, sitting space and basic infrastructure at DIT, GNCTD's office location.
- DIT, GNCTD shall ensure that it shall provide the necessary approvals along with the required documents within the reasonable time and shall not withheld any approval without any reasonable ground

# 14.7 Events of Default by the Bidder

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

- The Bidder / Bidder's Team has failed to perform any instructions or directives issued by the DIT,
   GNCTD which it deems proper and necessary to execute the scope of work or provide services under the Contract; or
- The Bidder / Bidder's Team has failed to confirm / adhere to any of the key performance indicators as laid down in the Service Level Agreements, or if the Bidder has fallen short of matching such standards / benchmarks
  - / targets as the DIT, GNCTD may have designated with respect to the system or any goods, task or service, necessary for the execution of the scope of work and performance of services under this Contract. The above-mentioned failure on the part of the Bidder may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the DIT, GNCTD; or
- The Bidder has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the DIT, GNCTD, despite being served with a default notice which laid down the specific deviance on the part of the Bidder / Bidder's Team to comply with any stipulations or standards as laid down by the DIT, GNCTD; or
- The Bidder's Team has failed to adhere to any amended direction, instruction, modification or clarification as issued by the DIT, GNCTD during the term of this Contract and which the DIT, GNCTD deems proper and necessary for the execution of the Scope of Work under this Contract; or
- The Bidder's Team has failed to demonstrate or sustain any representation or warranty made by it in
  - this Contract, with respect to any of the terms of its Bid, the RFP and this Contract; or
- There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Bidder; or
- The Bidder / Bidder's Team has failed to comply with or is in breach or contravention of any applicable laws; or
- The Bidder / Bidder's team are involved in fraud / wilful misconduct.

Where there has been an occurrence of such defaults inter alia as stated above, the DIT, GNCTD shall issue a notice of default to the Bidder, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of sixty (60) days to enable such defaulting party to remedy the default committed.

Where despite the issuance of a default notice to the Bidder by the DIT, GNCTD, the Bidder fails to remedy the default to the satisfaction of the Bidder, the DIT, GNCTD may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the DIT, GNCTD.

# 14.8 Consequences of Default

Where an Event of Default subsists or remains uncured the DIT, GNCTD shall be entitled to:

Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of project and the Services which the Bidder shall be obliged to comply with which may include re-determination of the consideration payable to the Bidder as agreed mutually by DIT, GNCTD and Bidder or through a third party acceptable to both parties. The Bidder shall in addition take all available steps to minimize loss resulting from such event of default.

- Suspend all payments to the Bidder under the Contract by a written notice of suspension to the Bidder, provided that such notice of suspension:
  - Shall specify the nature of the failure; and
  - Shall request the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Bidder.

### 14.9 Breach and Rectification

In the event that the Bidder is in Material Breach of its obligations under the Contract or the SLA, DIT, GNCTD may terminate the Contract or the SLA upon notice to the other Party. 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:

- If there is Breach which translates into default in providing Services by the Bidder as per this Contract or the SLA, continuously for more than one week, then the DIT, GNCTD will serve a seven days' notice for curing such Material Breach. In case the Material Breach continues after the notice period, the DIT, GNCTD will have the option to terminate the Contract.

  Because time is the essence of the contract, in case, for reasons prima facie attributable to the Bidder, there is a delay of more than 4 weeks in the Project Implementation Phase by the Bidder prior to the acceptance testing and certification stage, the DIT, GNCTD may terminate the Contract after affording a reasonable opportunity to the Bidder to explain the circumstances leading to such a delay. Further, the DIT, GNCTD may also invoke the Performance Guarantee of the Bidder. Pursuant to the
- Where a change of control of the Bidder has occurred whereby the Bidder has merged, amalgamated or been taken over, due to which the majority shareholding of the Bidder has been transferred to another entity, the DIT, GNCTD can terminate the Contract through a written notice of thirty (30) days, and such notice shall become effective at the end of the notice.

termination, Bidder shall transfer all the project related assets to DIT, GNCTD.

#### 14.10 Protection and Liabilities

# 14.10.1 Third Party Claims

Bidder (the "Indemnifying Party") undertakes to indemnify the DIT, GNCTD (the "Indemnified Party") from and against all direct losses, claims or damages on account of bodily injury, death or damage to tangible personal property and otherwise caused by its negligence / fraud / wilful misconduct, arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under the Contract or the SLA. The indemnities shall be subject to the following conditions:

- a. The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- b. The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its cost and expense, reasonably participate, through its attorneys or otherwise, in such defence;

- c. If the Indemnifying Party does not assume full control over the defence of a claim, the Indemnifying Party may participate in such defence at its cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
- d. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; All settlements of claims subject to indemnification will:
  - 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 for all liability in respect of such claim;
  - Include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- e. The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- f. The Indemnified Party shall take legally permissible steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; and in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Clause, 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.

#### 14.10.2 Limitation of Liability

Bidder shall not in any event be liable for any special, indirect, incidental, punitive, exemplary or consequential damages except with respect to the bodily injury (including death) and damage to real and tangible personal property caused by the DIT, GNCTD's Bidder's negligence / fraud / wilful misconduct.

Neither the Contract nor the services delivered by Bidder under the Contract grants or creates any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective Parties to the Contract, as the case may be.

The total liability of Bidder (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) related to the Contract, including the work, deliverables or Services or Supply of Items covered under this RFP, shall be limited to the extent of hundred (100) % of the Total Contract Value.

Title and Risk of Loss: Bidder shall bear the risk of loss on Assets up to the time they are transferred and handed over to the DIT, GNCTD - after which it shall stand transferred to the DIT, GNCTD. Bidder shall arrange and pay for insurance to cover such item until it is transferred and even after the transfer of the Assets till the insurance policies come up for a renewal.

Notwithstanding what has been stated elsewhere in the Contract and the Schedules attached thereof, the DIT, GNCTD shall not be liable to Bidder for any indirect or consequential damages.

Any claim or series of claims arising out or in connection with the Contract or the SLA shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within such period as may be permitted by applicable law without the possibility of contractual waiver or limitation.

The DIT, GNCTD shall be entitled to claim the remedy of specific performance under the Contract or the SLA.

# 14.11 Intellectual Property Rights (IPR)

### 1. Ownership of Intellectual Property

All intellectual property rights, including but not limited to source code, object code, design documents, architecture, databases, configurations, user manuals, training materials, and any other deliverables or documentation created or customized under this project, shall be the sole and exclusive property of the Government of National Capital Territory of Delhi (GNCTD).

### 2. Licensing and Use

The selected bidder shall not use, license, sell, or otherwise distribute any part of the software, its components, or derivative works developed under this project for any commercial or non-commercial purpose without prior written consent from GNCTD.

#### 3. Third-Party Components

In case the software solution includes any third-party or open-source components, the bidder shall clearly disclose such components along with their licensing terms. The bidder shall ensure that the inclusion of such components does not restrict the rights of GNCTD or lead to any legal or financial liabilities.

#### 4. Transfer of Source Code and Documentation

The complete source code, relevant documentation, and administrative credentials must be handed over to GNCTD at the time of project go-live and/or termination of the contract, whichever is earlier. Failure to do so may result in forfeiture of performance security or legal action.

#### 5. Cloud infrastructure:

The Bidder's Team shall ensure that while it uses any software, Cloud Infrastructure, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Bidder shall keep the DIT, GNCTD indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission / license terms or infringement of any Intellectual Property Rights by the Bidder or the Bidder 's Team during the course of performance of the Services. In case of any infringement by the Bidder 's Team, Bidder shall have control of the defence and all related settlement negotiations.

#### 6. **Indemnity**

The bidder shall indemnify and hold harmless GNCTD from and against any third-party claims, liabilities, damages, or costs arising from any infringement of intellectual property rights related to the software or services provided under this project.

### **14.12 Escrow Arrangement**

- The Parties shall agree to appoint an escrow agent to provide escrow mechanism for the deposit of the customised code developed by the Bidder for D-UCDP solution including of the Background Intellectual Property supplied by the Bidder to DIT, GNCTD, in order to protect its interest under the Contract in the event
  - (i) bankruptcy, winding up, liquidation proceedings are commenced in respect of the

selected Bidder, or

- (ii) the Bidder passes a resolution approving voluntary winding up proceedings, or
- (iii) a receiver is appointed in respect of the Bidder or
- (iv) there is an assignment by the Bidder for the benefit of its creditors, or
- (v) the Bidder is involved in any dispute with a third party and/or the DIT, GNCTD, which, in DIT, GNCTD's determination, affect the rights in the Background Intellectual Property.
- The Parties shall enter into a tripartite escrow agreement with the mutually agreed escrow agent, which will set out, interalia, the events of the release of the source code of the Background Intellectual Property and the obligation of the escrow agent. Costs for the escrow will be borne by DIT, GNCTD. As a part of the escrow arrangement, the Vendor will provide a detailed code documentation of the Background Intellectual Property, which has been duly reviewed by an external independent organization for its validity. It is clarified that off the shelf software products sourced from OEMs are excluded from the purview of Escrow arrangement. Cost for such detailed code documentation validation will be borne by DIT, GNCTD. Notwithstanding the occurrence of any event which gives effect to the escrow arrangement contemplated herein, the DIT, GNCTD shall have the right to continue using the Deliverables as per the terms of the Contract and RFP.

# 14.13 Intellectual Property Infringement

In the event of any claim of infringement of intellectual property rights arising from use of the Solution or any component thereof by the DIT, GNCTD, DIT, GNCTD may, at its option require the bidder to: (i) obtain the right to permit DIT, GNCTD to continue using the Solution or the relevant component thereof, or (ii) modify or replace the relevant portion(s) of the Solution with a non-infringing alternative having substantially equivalent performance within a reasonable period of time.

DIT, GNCTD's rights set out herein shall not prejudice any other remedy available to DIT, GNCTD under the Contract including but not limited to indemnity or the right to terminate the Contract.

As a condition to avail the foregoing indemnity, the DIT, GNCTD agrees to notify bidder in writing of the claim; and allow the bidder to control and cooperate with the DIT, GNCTD in the defense and any related settlement negotiations.

Bidder shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from:

- (i) Bidder 's compliance with DIT, GNCTD's specific technical designs or instructions (except where Bidder knew or should have known that such compliance was likely to result in an infringement claim and Bidder did not inform DIT, GNCTD of the same)
- (ii) Inclusion in a deliverable of any content or other materials provided by DIT, GNCTD and the infringement relates to or arises from such DIT, GNCTD materials or provided material
- (iii) Modification of a deliverable after delivery by Bidder to DIT, GNCTD if such modification was not made by or on behalf of Bidder
- (iv) Operation or use of some or all of the deliverable in combination with products, information, specification, instructions, data, materials not provided by Bidder
- (v) Use of the deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable statement of work by Bidder

(vi) Use of a superseded release of some or all of the deliverables or DIT, GNCTD's failure to use any modification of the deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by Bidder.

# **14.14 Change Control**

The Bidder shall address all the errors / bugs / gaps / changes in the functionality offered by the solution at no additional cost during the operations and maintenance period. The Bidder shall identify and resolve application problems like system malfunctions, performance problems, data corruption etc. due to which the solution is not able to give the desired performance.

### 14.14.1 Introducing a Change

- The DIT, GNCTD shall have the right to propose, and subsequently require, the Project Manager to order the Bidder from time to time during the performance of the Contract to make any change, modification, addition, or deletion to, in, or from the System (interchangeably called Change), provided that such Change falls within the general scope of the System, does not constitute unrelated work, and is technically practicable, taking into account both the state of advancement of the System and the technical compatibility of the Change envisaged with the nature of the System as originally specified in the Contract. A Change may involve, but is not restricted to, the substitution of updated Information Technologies and related Services in accordance with system / product upgrades.
- The Bidder may from time to time during its performance of the Contract propose to the DIT, GNCTD (submitted by Project Manager of Bidder to DIT, GNCTD) any Change that the Bidder considers necessary or desirable to improve the quality or efficiency of the System. The DIT, GNCTD may at its discretion approve or reject any Change proposed by the Bidder. The change should be documented as per the template specified in the Annexure.
- Notwithstanding the clauses mentioned above, no Change made necessary because of any default of the Bidder in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any extra cost or Time for Achieving Operational Acceptance.
- The procedure on how to proceed with and execute Changes is specified below.
- Moreover, the DIT, GNCTD and Bidder will agree, during development of the Project Plan, to a date prior to the scheduled date for Operational Acceptance, after which the Technical Requirements for the System shall be frozen. Any major Change initiated after this time will be dealt with after Operational Acceptance.

# 14.14.2 Changes originating from the DIT, GNCTD

- If the DIT, GNCTD proposes a Change pursuant to Clause mentioned above, it shall send to the Bidder a request for Change Proposal, requiring the Bidder to prepare and furnish to the Project Manager as soon as reasonably practicable a Change Proposal, which shall include the following:
  - brief description of the Change;
  - impact on the Time for Achieving Operational Acceptance;
  - detailed estimated cost of the Change;
  - effect on Functional Guarantees (if any);
  - effect on any other provisions of the Contract.
- Prior to preparing and submitting the Change Proposal, the Bidder shall submit to the Project
   Manager a Change Estimate Proposal, which shall be an estimate of the cost of preparing the Change Proposal,

plus a first approximation of the suggested approach and cost for implementing the changes. Upon receipt of the Bidder's Change Estimate Proposal, the DIT, GNCTD shall do one of the following:

- a. Accept the Bidder's estimate with instructions to the Bidder to proceed with the preparation of the Change Proposal;
- b. Advise the Bidder of any part of its Change Estimate Proposal that is unacceptable and request the Bidder to review its estimate;
- c. Advise the Bidder that the DIT, GNCTD does not intend to proceed with the Change;
- d. Upon receipt of the DIT, GNCTD's instruction to proceed under above Clause, the Bidder shall, with proper expedition, proceed with the preparation of the Change Proposal, in accordance with Clause mentioned above.
- e. The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If the nature of the Change is such that the Contract rates and prices are inequitable, the parties to the Contract shall agree on other specific rates to be used for valuing the Change.
- f. Upon receipt of the Change Proposal, the DIT, GNCTD and the Bidder shall mutually agree upon all matters contained in the Change Proposal. Within fourteen (14) days after such agreement, the DIT, GNCTD shall, if it intends to proceed with the Change, issue the Bidder a Change Order. If the DIT, GNCTD is unable to reach a decision within fourteen (14) days, it shall notify the Bidder with details of when the Bidder can expect a decision. If the DIT, GNCTD decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Bidder accordingly. Under such circumstances, the Bidder shall not be entitled to reimbursement of any costs incurred by it in the preparation of the Change Proposal.
- g. If the DIT, GNCTD and the Bidder cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Achieving Operational Acceptance, or any other matters identified in the Change Proposal, the Change will not be implemented.

### 14.14.3 Changes originating from the Bidder

- If the Bidder proposes a Change pursuant to Clause mentioned above, the Bidder shall submit to the Project Manager a written Application for Change Proposal, giving reasons for the proposed Change and including the information specified in Clause mentioned above. Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in Clauses mentioned above. However, should the DIT, GNCTD choose not to proceed, or the DIT, GNCTD and the Bidder cannot come to agreement on the change during any validity period that the Bidder may specify in its Application for Change Proposal, the Bidder shall not be entitled to recover the costs of preparing the Application for Change Proposal, unless subject to an agreement between the DIT, GNCTD and the Bidder to the contrary.
- The Bidder needs to make any changes in software and cloud Infrastructure suggested by the DIT, GNCTD or the Bidder in accordance with clause mentioned above. It is expected that any minor changes shall be carried out by the Bidder without any extra cost. In case of substantial change requests, extra cost estimated for the change shall be paid by the DIT, GNCTD separately.

#### 14.15 Termination

#### 14.15.1 Conditions for Termination

- The DIT, GNCTD may, terminate this Contract in whole or in part by giving the Bidder a prior and written notice indicating its intention to terminate the Contract under the following circumstances:
  - O Where the DIT, GNCTD is of the opinion that there has been such Event of Default on the part of the Bidder / Bidder's Team which would make it proper and necessary to terminate the Contract and may include failure on the part of the Bidder to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under the Contract.
  - Where it comes to the DIT, GNCTD's attention that the Bidder (or the Bidder's Team) is in a
    position of actual conflict of interest with the interests of the DIT, GNCTD, in relation to any of
    terms of the Bidder's Bid. the RFP or the Contract.
  - Where the Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, the DIT, GNCTD shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor agency, and to ensure business continuity.
  - Termination for Insolvency: The DIT, GNCTD may at any time terminate the Contract by giving
    written notice to the Bidder, without compensation to the Bidder, if the Bidder becomes
    bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect
    any right of action or remedy which has accrued or will accrue thereafter to the DIT, GNCTD.
  - o In the event of termination of the Contract by the DIT, GNCTD before the expiry of the Term, the Bidder shall be given a period of thirty (30) days to demobilize itself.
  - Termination for Convenience: The DIT, GNCTD, may, by written notice of thirty (30) days sent to the Bidder, terminate the Agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the DIT, GNCTD's convenience, the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective. Upon this Clause being invoked by the DIT, GNCTD, the DIT, GNCTD shall pay the Bidder for all invoices raised by the Bidder for Services and Deliverables provided and accepted by the DIT, GNCTD till the effective date of termination for convenience
- The Bidder may, subject to approval by the DIT, GNCTD, terminate this Contract before the expiry of the term by giving the DIT, GNCTD a prior and written notice at least ninety (90) days in advance indicating its intention to terminate the Contract.

#### 14.15.2 Consequences of Termination

In the event of termination of the Contract, whether consequent to the stipulated Term of the Contract or otherwise the DIT, GNCTD shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Project which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination / breach, and further allow and provide all such assistance to the DIT, GNCTD and / or the successor agency, as may be required, to take over the obligations of the erstwhile Bidder in relation to the execution / continued execution of the scope of the

Contract, even where such assistance is required to be rendered for a reasonable period that may extend beyond the contract term / termination thereof.

Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the Bidder / Bidder's Team, or due to the fact that the survival of the Bidder as an independent corporate entity is threatened / has ceased, or for any other reason, whatsoever, the DIT, GNCTD through re- determination of the consideration payable to the Bidder as agreed mutually by DIT, GNCTD and Bidder or through a third party acceptable to both parties may pay the Bidder for those goods that have been satisfactorily installed and commissioned and for that part of the Services which have been authorized by the DIT, GNCTD and satisfactorily performed by the Bidder up to the date of termination. Without prejudice to any other rights, the DIT, GNCTD may retain such amounts from the payment due and payable by the DIT, GNCTD to the Bidder as may be required to offset any losses caused to the DIT, GNCTD as a result of the Termination or due to any act / omissions of the Bidder. In case of any loss or damage due to default on the part of the Bidder in performing any of its obligations with regard to executing the scope of work under the Contract, the Bidder shall compensate the DIT, GNCTD for any such loss, damages or other costs, incurred by the DIT, GNCTD.

Additionally, the Bidder's Team and / or all third parties appointed by the Bidder shall continue to perform all their obligations and responsibilities as stipulated under the Contract, and as may be proper and necessary to execute the scope of work under the Contract in terms of the Bidder's Bid, the RFP and this Contract, in an identical manner as were being performed before the collapse of the Bidder as described above in order to execute an effective transition and to maintain business continuity.

- Nothing herein shall restrict the right of the DIT, GNCTD to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity and pursue such other rights and / or remedies that may be available to the DIT, GNCTD under law.
- The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

# 14.15.3 Dispute Resolution

- The office of the DIT, GNCTD and the Bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract. If after thirty (30) days from the commencement of such informal negotiations, the DIT, GNCTD and the Bidder have been unable to resolve amicably a contract dispute, the matter will be referred for Arbitration, and the Arbitrator's decision will be final and binding on both the parties. First level of Arbitrator will be Secretary or equivalent of IT department and the arbitration process will be as per laws of GNCTD.
- If during the subsistence of the Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of the Contract or regarding any question, including as to whether the termination of the Contract by one Party hereto has been legitimate, the Parties hereto shall endeavour to settle such dispute amicably and / or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts (which attempt shall continue for not less than thirty (30) days), gives thirty (30) days' notice to refer the dispute to arbitration to the other Party in writing.

- The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
- The Arbitration proceedings shall be held in Delhi, India.
- The Arbitration proceeding shall be governed by the substantive laws of India.
- The proceedings of Arbitration shall be in English language.
- Except as otherwise provided elsewhere in the Contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be decided by an Arbitral Tribunal consisting of three Arbitrators. Each party shall appoint one Arbitrator and the Arbitrators so appointed shall appoint the third Arbitrator who will act as Presiding Arbitrator.
- In case, a party fails to appoint an arbitrator within thirty (30) days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within thirty (30) days from the date of their appointment upon request of a party, Ministry of Law and Justice shall appoint the arbitrator / Presiding Arbitrator upon request of one of the parties.
- If any of the Arbitrators so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party / arbitrator to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall precede de novo.
- It is a Contract Condition that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- It is also a Contract Condition that neither party to the contract shall be entitled for any interest on the amount of the award.
- The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.
- Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.

# 14.16 Audit, Access and Reporting

# **14.16.1** Purpose

- This section details the audit, access and reporting rights of DIT, GNCTD and the respective obligations
  of Bidder under the contractual terms of Project Implementation, Operation and SLA Management.
- DIT, GNCTD can engage a suitable, neutral and technically competent third-party agency or agencies for conducting audit and certification, upon intimation by the Bidder that the system implementation is complete.
- The Bidder being notified of any deviations from the agencies nominated by DIT, GNCTD regarding deviations from norms, standards or guidelines shall at the earliest instance, take all corrective measures required in least possible time.

### 14.16.2 Notice and Timing

- As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavours to agree to a timetable for routine audits during the Project Implementation Phase and the Operation and Management Phase in accordance with such agreed timetable and shall not be required to give the Bidder any further notice of carrying out such audits.
- The DIT, GNCTD or its nominated agencies may conduct non-timetabled audits at its own discretion if they reasonably believe 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.
- The frequency of audits shall be decided by the DIT, GNCTD.
- In addition to the above, there will be audits conducted by statutory bodies (e.g. CAG) as and when they are required to do it. Notwithstanding any condition given in the Contract, the Bidder will have to provide these statutory bodies access to all the facilities, infrastructure, documents and artefacts of the Project as required by them and approved by the DIT, GNCTD, in writing.
- The audit and access rights contained shall survive the termination or expiration of the Contract.

#### 14.16.3 Access

- The Bidder shall provide the DIT, GNCTD with an access to employees, suppliers and third party facilities, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections.
- DIT, GNCTD shall have the right to copy and retain copies of any relevant records. The Bidder shall cooperate with the DIT, GNCTD in effecting the audits and providing necessary information.

#### 14.16.4 Inspection Rights

DIT, GNCTD shall have the right to inspect Bidder and third-party facilities, including leased premises for providing Services, data centre, data recovery 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 under this Project, as shall be reasonably necessary to verify:

- The security, integrity and availability of all Project Data processed, held or conveyed by the Bidder on behalf of Project and documentation related thereto;
- That the actual level of performance of the services is the same as specified in the SLA;
- That the Bidder has complied with the relevant technical standards, and has adequate internal controls in place; and
- The compliance of the Bidder with any other obligation under the contract and SLA.

# 14.17 Use of Assets by the Bidder

During the contract period the Bidder shall:

- Take all reasonable and proper care of the entire Cloud Infrastructure and software, network or any other information technology infrastructure components used for the Project and other facilities leased / owned / operated by the Bidder exclusively in terms of ensuring their usability for the delivery of the Services as per this Project (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 Contract.
- 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;
- 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;
- Ensure that the Assets that are under the control of the Bidder, are kept suitably housed and in conformity with Applicable Law;
- Procure permission from the DIT, GNCTD or its nominated agencies and any persons duly authorized by them to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable third-party requirements; 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.
- 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;
- Use best efforts to ensure that no lien, mortgage, hypothecation or any other charge is created over the Assets. Bidder shall be required to agree that they will inform the DIT, GNCTD immediately if they feel or come to know that a charge may be / has been created over any Asset(s). In the event a charge is created over any of the Assets / Goods which are owned by the DIT, GNCTD, the DIT, GNCTD shall have the right to get the charge removed at the risk, cost, expense of the Bidder and it shall make good all losses, damages, costs, fees, cess, duties, etc. borne or suffered by the DIT, GNCTD due to creation of such charge and / or in removal of such charge and / or in discharging the obligations for removal of such charge.

#### 14.18 Risk Purchase Clause

In case the Bidder fails to execute the project as stipulated in the delivery schedule, the DIT, GNCTD, reserves the right to procure similar services from alternate sources at the risk, cost and responsibility of the Bidder for the balance portion of the work. Before taking such a decision, the DIT, GNCTD would give a notice period of one (01) month.

# 14.19 Data Ownership

All the Data created as the part of the Project shall be owned by the DIT, GNCTD. The Bidder shall take utmost care in maintaining security, confidentiality and backup of this data.

# 14.20 Exit Management

# 14.20.1 Exit Management Purpose

Bidder shall provide knowledge transfer / handover after the completion of the contract period and on successful delivery of services and formally close the Project. This process will be initiated 3 months before the ending of the Term of the Contract. Exit Management Plan needs to be submitted within ninety (90) days of starting of project and shall be updated periodically. Exit Management Plan will include following but limited to:

- Details of inventory of all the assets, IT Infrastructure, licenses, documents, manuals, etc. created under the Project.
- Roles and responsibilities of both the parties for regular activities and support system implemented during project operations.

Further details of the Exit Management Plan are provided in subsequent section.

The DIT, GNCTD will approve exit plan after necessary consultation and start preparation for transition.

If the unpaid cumulative penalty amounts to total sum of Performance Bank Guarantee submitted to the DIT, GNCTD, the DIT, GNCTD shall terminate the Contract and recoveries will be made from the Bidder's Performance Bank Guarantee.

#### 14.20.2 Transfer of Assets

The Bidder shall be entitled to use the Assets for the duration of the Exit Management Period, which shall be not more than one month period from the date of expiry of Contract, or termination of the Contract. The DIT, GNCTD shall be entitled to serve notice in writing on the Bidder at any time during the Exit Management Period as detailed hereinabove requiring the Bidder provide the DIT, GNCTD with a complete and up to date list of the Assets within thirty (30) days of such notice. Upon service of a notice under this Clause the following provisions shall apply:

- 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 the DIT, GNCTD.
- All risk in and title to the Assets to be transferred / to be purchased by the DIT, GNCTD pursuant to this Clause shall be transferred to the DIT, GNCTD, by the last day of the Exit Management Period.
- Payment to the outgoing Bidder shall be made to the tune of last set of completed services / deliverables, subject to SLA requirements.
- The outgoing Bidder will pass on to the DIT, GNCTD and / or to the Replacement Bidder, the subsisting rights in any leased properties / licensed products on terms not less favourable to the DIT, GNCTD / Replacement Bidder, than that enjoyed by the outgoing Bidder.

### 14.20.3 Confidential Information, Security and Data

Bidder will promptly on the commencement of the Exit Management Period, supply to the DIT, GNCTD or its nominated agencies the following:

- Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to Project, Project's Intellectual Property Rights; any other data and confidential information related to the Project;
- Project data as is reasonably required for purposes of the Project or for transitioning of the services to its Replacing Bidder in a readily available format.
- All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the DIT, GNCTD and its nominated agencies, or its Replacing Bidder to carry out due diligence in order to transition the provision of the Services to DIT, GNCTD or its nominated agencies, or its Replacing Bidder (as the case may be).

### 14.20.4 Employees

Promptly on reasonable request at any time during the Exit Management Period, the Bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the DIT, GNCTD a list of all employees (with job titles and communication address) of the Bidder, dedicated to providing the services at the commencement of the Exit Management Period; to the extent that any Transfer Regulation does not apply to any employee of the Bidder, the DIT, GNCTD, its nominated agency or Replacing 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 DIT, GNCTD or any Replacing Bidder.

# 14.20.5 Rights of Access to Information

At any time during the exit management period, the Bidder will be obliged to provide an access of information to the DIT, GNCTD, its nominated agency and / or any Replacing Vendor in order to make an inventory of the Assets (including Cloud Infrastructure / Software / Active / passive), documentations, manuals, catalogues, archive data, Live data, policy documents or any other material related to the Project.

#### 14.20.6 Exit Management Plan

The Bidder shall provide the DIT, GNCTD with a recommended Exit Management Plan (hereinafter referred to as "Exit Management Plan") which shall deal with at least the following aspects of Exit Management in relation to the Scope of Work, SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition.

- 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.
- Plans for the communication with the Bidder and other parties (inclusive of staff, suppliers, customers and any related third party) as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer.

- Plans for provision of contingent support to Project and Replacement Bidder for a reasonable period (minimum one month) after transfer.
- Transition plan indicating the nature and scope of the Bidder's transitioning services. The Exit Management Plan shall deal with the following aspects of the Exit Management in relation to the Contract as a whole or the particular service of the Contract:
  - i. Transition of Managed Services
  - ii. Migration from the incumbent Cloud Service Provider's environment to the new environment.
- The Bidder shall be responsible for both Transitions of the Services as well as Migration of the VMs, Data, Content and other assets to the new environment.
- The Bidder shall carry out the migration of the VMs, data, content and any other assets to the new environment created by the DIT, GNCTD on alternate Cloud Service Provider's offerings to enable successful deployment and running of the solution on the new infrastructure.
- The format of the data transmitted from the Cloud Service Provider to the new environment created by the DIT, GNCTD should leverage standard data formats (e.g., OVF...) whenever possible to ease and enhance portability.
- Transitioning from the Cloud Service Provider including retrieval of all data in formats approved by DIT, GNCTD.
- The Bidder shall ensure that all the documentation required by the DIT, GNCTD for smooth transition (in addition to the documentation provided by the Cloud Service Provider) are kept up to date and all such documentation is handed over to the DIT, GNCTD during regular intervals as well as during the exit management process.
- The Bidder will transfer the organizational structure developed during the Term to support the delivery of the Exit Management Services. This will include:
  - i. Document, update, and provide functional organization charts, operating level agreements with Third-Party contractors, phone trees, contact lists, and standard operating procedures.
  - ii. Transfer physical and logical security processes and tools, including cataloguing and tendering all badges and keys, documenting ownership and access levels for all passwords, and instructing DIT, GNCTD on the use and operation of security controls.
- Some of the key activities to be carried out by the Bidder for knowledge transfer will include:
  - i. Prepare documents to explain design and characteristics.
  - ii. Carry out joint operations of key activities or services.
  - iii. Briefing sessions on process and process Documentation.
  - iv. Sharing the logs, etc.
  - v. Briefing sessions on the managed services, the way these are deployed on cloud and are integrated.
  - vi. Briefing sessions on the offerings (laaS/PaaS) of the Cloud Service Provider.
- Transfer know-how relating to operation and maintenance of the software and cloud services.

The Bidder shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date. Each Exit Management Plan shall be presented by the Bidder to and approved by the DIT, GNCTD or its nominated agencies. The terms of payment as stated in the Terms of Payment Schedule include the costs of the Bidder complying with its obligations under the relevant Schedule of the Contract. During the exit management period, the Bidder shall use its best efforts to deliver the services. Payments during the Exit Management period shall be made in accordance with the Terms of

Payment Schedule. This Exit Management plan shall be furnished in writing to Bidder or its nominated agencies within 7 days from the receipt of notice of termination or three months prior to the expiry the Contract.

Post Implementation phase, for successful Exit Management, Support Team and DIT, GNCTD will provide sign- off to Development Team indicating that all knowledge transfer has been completed.

Post Support phase, for successful Exit Management, DIT, GNCTD will provide sign-off to Support Team indicating that all knowledge transfer has been completed.

#### 14.21 Other Conditions

- Neither the DIT, GNCTD nor the Bidder shall, without the express prior written consent of the other, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or thereunder, except that the Bidder shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.
- The Contract shall be written in English only. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English only.
- Unless terminated earlier, the Contract shall terminate on the completion of term as specified in the Contract and only after the obligations mentioned in the RFP Document are fulfilled to the satisfaction of the DIT, GNCTD.
- Bidder shall be severally responsible and liable for execution of the Project

#### 14.21.1 General

Relationship between Parties; the DIT, GNCTD and the Bidder, shall be defined as follows:

- Nothing in this Contract constitutes any fiduciary relationship between the DIT, GNCTD and Bidder / Bidder's Team or any relationship of DIT, GNCTD employee, principal and agent, or partnership, between the DIT, GNCTD and Bidder.
- No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract.
- The DIT, GNCTD has no obligations to the Bidder's Team except as agreed under the terms of this Contract.

#### **14.21.2** Survival

The provisions of the clauses of this Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of the Contract and in relation to confidentiality, the obligations continue to apply unless the DIT, GNCTD notifies the Bidder of its release from those obligations.

# 14.21.3 Entire Contract

The terms and conditions laid down in the RFP and all annexures, addendum thereto, as also the Bid and any annexes thereto shall be read in consonance with and form an integral part of the Contract. The Contract shall supersede any prior Contract, understanding or representation of the Parties on the subject matter.

### 14.21.4 Governing Law

The Contract shall be governed in accordance with the laws of Union of India and Delhi.

#### 14.21.5 Jurisdiction of Courts

The Courts of India at Delhi have exclusive jurisdiction to determine any proceeding in relation to the Contract.

#### 14.21.6 Force Majeure

- Force Majeure shall not include any events caused due to acts / omissions of such Party or result from a breach / contravention of any of the terms of the Contract, Bid and/or the RFP. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated / proposed precautions, as were required to be taken under the Contract.
- The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The DIT, GNCTD will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Bidder's Team in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management / recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
- In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.
- The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable.
- Such events may include, but are not limited to, Acts of GNCTD or of public enemy, acts of Government of India in their sovereign capacity, acts of war, acts of terrorism, either in fires, floods, strikes, lockouts and freight embargoes.
- If a Force Majeure situation arises, the Bidder shall promptly notify DIT, GNCTD in writing of such conditions and the cause thereof within twenty calendar days.
- Unless otherwise directed by the DIT, GNCTD in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay.
- If the duration of delay continues beyond a period of three months, DIT, GNCTD and the Bidder shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of the DIT, GNCTD, shall be final and binding on the Bidder.

### 14.21.7 Conditions precedent

- Subject to express terms to the contrary, the rights and obligations under the Contract shall take effect only upon fulfilment of all the Conditions Precedent set out below. However, the DIT, GNCTD may at any time at its discretion waive fully or partially any of the Conditions Precedents for the Bidder:
- The following Conditions Precedent need to be fulfilled by the Bidder on or before the execution of the Contract:
  - Provide DIT, GNCTD true copies of its constitutional documents and DIT, GNCTD resolutions authorizing the execution, delivery and performance of the Contract and the SLA with DIT, GNCTD.
  - Furnishing by Bidder, an unconditional and irrevocable Performance Bank Guarantee (PBG) as
    per the template provided in relevant section of this RFP and acceptable to the DIT, GNCTD
    which would remain valid until such time as stipulated by the DIT, GNCTD.
  - Obtaining of all statutory and other approvals required for the performance of the services under the Contract. This may include approvals / clearances, wherever applicable, that may be required for execution of the Contract, e.g. clearances from Government authorities for importing equipment, exemption of tax / duties / levies, work permits / clearances for the Bidder
    - / Bidder's Team, etc.
  - Furnishing of such other documents as the DIT, GNCTD may specify / demand the DIT, GNCTD
    reserves the right to waive any or all of the conditions specified above in writing and no such
    waiver shall affect or impair any right, power or remedy that the DIT, GNCTD may otherwise
    have.
  - In the event that clauses mentioned hereinabove are not fulfilled within 3 months from the Effective Date of the Contract, or such later date as may be mutually agreed upon by the parties, the DIT, GNCTD may terminate the Contract.

#### 14.21.8 Non-Fulfillment of Conditions Precedent

In the event that any of the Conditions Precedent relating to Bidder has not been fulfilled, as per the Implementation Schedule and the same has not been waived by DIT, GNCTD fully or partially, the Contract shall cease to have any effect as of that date.

- In the event that the Contract fails to come into effect on account of nonfulfillment of the Bidder's Conditions Precedent with regards to implementation schedule, the DIT, GNCTD shall not be liable in any manner whatsoever to the Bidder and DIT, GNCTD shall forthwith invoke the Performance Guarantee and forfeit the guaranteed amount.
- In the event that vacant possession of any of the Project facilities and / or Project Data has been delivered to the Bidder prior to the fulfilment in full of the Conditions Precedent, upon the termination of the Contract such Project facilities and Project data shall immediately revert to the DIT, GNCTD, free and clear from any encumbrances or claims.
- Instead of terminating the Contract as stated above, the Parties may mutually agree in writing to extend the time for fulfilling the Conditions Precedent and the Term of the Contract. It is further clarified that any such extension of time shall be subject to imposition of penalties on Bidder linked to the delay in fulfilling the Conditions Precedent.

### 14.21.9 Acceptance of Solution

- DIT, GNCTD shall be entitled to verify and examine the D-UCDP Solution, and each program, solution, tool or other component thereof upon delivery.
- The Bidder shall assist DIT, GNCTD in undertaking the User Acceptance Test for each Deliverable. The User Acceptance Test shall comprise of: (i) Function test (ii) robustness test (iii) integrity test (iv) capacity and response time test (v) review of all Documentation (vi) installation test and (vii) test of operating procedures, as applicable to the relevant Deliverable. In the event any Deliverable is not in accordance with the Technical Architecture and Business Requirement Document, or is defective in any way, or are otherwise not to the satisfaction of DIT, GNCTD, then within thirty (30) days from such delivery, DIT, GNCTD shall notify the selected Bidder of the same ("Defect Notice"). Bidder shall, upon receipt of such Defect Notice from DIT, GNCTD, promptly and in any event no later than 4 (four) days from the date of the Defect Notice, replace the relevant Deliverable specified in the Defect Notice, at its own cost and expense. Any Deliverable delivered by the selected Bidder to DIT, GNCTD in replacement of any previously delivered Deliverable shall undergo the same process as set out above with respect to verification of defect and replacement. The results of the User Acceptance Test shall be recorded in writing.
- The D-UCDP Solution will be accepted once the complete D-UCDP Solution is implemented at DIT, GNCTD and run use cases as specified by DIT, GNCTD. Upon acceptance, the Bidder shall handover control and administration of the Deliverable by providing complete access and all passwords, usernames, credentials, authenticators etc., as required.
- The Bidder shall obtain Acceptance Certificate/s from the DIT, GNCTD, which would contain the date of acceptance only post fulfilment of above clauses in respect of the entire D-UCDP Solution.
- DIT, GNCTD will not agree to a deemed approval clause.
- The Bidder shall not transfer any interest, right, benefit or obligation under the Contract without the prior written consent of the DIT, GNCTD.
- Any modification of the Contract shall be in writing and signed by an authorized representative of each Party.
- Payment shall be made in Indian Rupees only.
- The Bidder's Team shall comply with the laws in force in India during the course of performing the Contract.

#### 14.21.10 Governance Schedule

- The Bidder shall document the agreed structures in a procedural manual under the guidance and supervision of the DIT, GNCTD.
- The agenda for each meeting of the Steering Committee and Project Operations Committee shall be set to reflect the discussion items related to the scope of work and additional 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 Steering Committee and Project Operations Committee, along with relevant pre-reading material, shall be distributed.
- All meetings and proceedings will be documented; such documents to be distributed to both Parties
  and copies shall be kept as a record. All actions, responsibilities and accountabilities arising out of any
  meeting shall be tracked and managed.
- The Parties shall ensure as far as reasonably practicable that the Steering Committee and Project Operations Committee shall resolve the issues and resolve the objectives placed before them and 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.

- The Parties will proceed in good faith so that the Steering Committee and Project Operations Committee shall resolve the issues and smoothen the performance of the Project.
- The parties agree to attempt to resolve all disputes arising under the Contract, equitably and in good faith. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them / their representatives or senior officers.

#### 14.22 Standards of Performance

SI shall perform the Services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and best practices used in the industry and as per the IT standards recognized by international professional bodies and shall observe sound management, engineering and security practices. Bidder shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material and methods. Bidder shall always act, in respect of any matter relating to the Contract, as faithful advisors to the DIT, GNCTD and shall, at all times, support and safeguard the DIT, GNCTD's legitimate interests in any dealings with Third Parties.

# 14.23 Approvals and Required Consents

- 1. The DIT, GNCTD shall extend necessary support to Bidder to obtain, maintain and observe all relevant and customary regulatory and governmental licenses, clearances and applicable approvals (hereinafter the "Approvals") necessary for Bidder to provide the Services. The costs of such Approvals shall be borne by Bidder. Both parties shall give each other all co-operation and information reasonably.
- 2. The DIT, GNCTD shall also provide necessary support to Bidder in obtaining the Approvals. In the event that any Approval is not obtained, Bidder and the DIT, GNCTD shall co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for the DIT, GNCTD, to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such Approval is obtained, provided that bidder shall not be relieved of its obligations to provide the Services and to achieve the Service Levels until the Approvals are obtained if and to the extent that bidder's obligations are dependent upon such Approvals.

# 14.24 Payments

- 1. DIT, GNCTD shall make payments to bidder at the times and in the manner set out in the Payment schedule as specified in this RFP. DIT, GNCTD shall make all efforts to make payments to bidder within thirty (30) days of receipt of invoice(s) and all necessary supporting documents.
- 2. All payments agreed to be made by DIT, GNCTD to bidder in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes (GST will be levied on invoice amount) and other charges whenever levied/applicable, if any, and DIT, GNCTD shall not be liable to pay any such levies/ other charges under or in relation to this Contract and/or the Services.
- 3. No invoice for extra work / change order on account of change order shall be submitted by bidder unless the said extra work / change order has been authorized / approved by the DIT, GNCTD in writing in accordance with Change Control Note (template of this Change Control Note is provided in the Annexure of this RFP).
- 4. In the event of DIT, GNCTD noticing at any time that any amount has been disbursed wrongly to bidder or any other amount is due from bidder to the DIT, GNCTD, the DIT, GNCTD may without prejudice to its rights recover such amounts by other means after notifying bidder or deduct such amount from any payment falling due to SI. The details of such recovery, if any, shall be intimated to bidder. Bidder shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of the DIT, GNCTD or SI.

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

#### 14.25 Taxes

- Bidder shall bear all personnel taxes levied or imposed on its personnel, or any other member of bidder's
  Team, etc. on account of payment received under this Contract. Bidder shall bear all corporate taxes,
  levied or imposed on bidder on account of payments received by it from the DIT, GNCTD for the work done
  under this Contract.
  - 2. Bidder shall bear all taxes (including GST) and duties etc. levied or imposed on bidder under the Contract including but not limited to Customs duty, Excise duty, and all Income Tax levied under Indian Income Tax Act 1961 or any amendment thereof during the entire contract period, i.e., on account of material supplied and services rendered, and payments received by him from the DIT, GNCTD under the Contract. It shall be the responsibility of bidder to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. Bidder shall also provide the DIT, GNCTD such information, as it may be required in regard to BIDDER's details of payment made by the DIT, GNCTD under the Contract for proper assessment of taxes and duties. The amount of tax withheld by the DIT, GNCTD shall at all times be in accordance with Indian Tax Law and the DIT, GNCTD shall promptly furnish to bidder original certificates for tax deduction at source and paid to the Tax Authorities.
  - 3. Bidder agrees that he shall comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed / levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract.
  - 4. Bidder shall fully familiarize themselves about the applicable domestic taxes on amounts payable by the DIT, GNCTD under the Contract. All such taxes (including GST) must be factored in the Commercial Bid by the BIDDER.
  - 5. The DIT, GNCTD shall pay only Goods and Services Tax (GST) to the bidder under the Contract.
  - 6. Any changes in Government Statues on changes in taxes and levies and introduction of new taxes and levies shall be borne by the DIT, GNCTD. The bidder shall be required to submit a proposal to DIT, GNCTD for claiming such differences.
  - 7. If bidder fail to submit returns / pay taxes in times as stipulated under applicable Indian / State Tax Laws and consequently any interest or penalty is imposed by the concerned authority, bidder shall pay the same. Bidder shall indemnify DIT, GNCTD against any and all liabilities or claims arising out of the Contract for such taxes including interest and penalty by any such Tax Authority may assess or levy against the DIT, GNCTD
  - 8. The DIT, GNCTD shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by bidder at the rates in force, from the amount due to bidder and pay to the concerned tax authority directly.

# 14.26 Indemnity

- 1. Bidder shall indemnify the DIT, GNCTD from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred out of:
  - a. any negligence or wrongful act or omission by bidder or any third party associated with bidder in connection with or incidental to the Contract; or

- b. any breach of any of the terms as agreed by bidder in this RFP.
- c. any infringement of patent, trademark / copyright or industrial design rights arising from the use of the supplied goods and related services or any part thereof.
- 2. Bidder shall also indemnify the DIT, GNCTD against any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property etc.

# 14.27 Warranty

- 1. A comprehensive warranty/AMC applicable on goods and services (inclusive of Cloud Services) supplied under the Contract shall be provided for the entire Term of the Contract from the date of installation of the software and/or the date of acceptance of complete system.
- 2. Technical Support for Software applications shall be provided by the respective s during the Term of the Contract. The Technical Support should include all upgrades, updates and patches to the respective Software applications.
- 3. The bidder shall warrant that the goods supplied under the Contract are new, non-refurbished, unused and recently manufactured; shall not be nearing End of sale / End of support; and shall be supported by the bidder and respective OEM along with service and spares support to ensure its efficient and effective operation for the entire Term of the Contract. The warranty from OEM will be based on triparty agreement between DIT, GNCTD, bidder and OEM.
- 4. The bidder warrants that the software supplied under the Contract shall be of the highest grade and quality and consisted with the established and generally accepted standards for materials of this type and as per the specification under this RFP. The software shall be in full conformity with the specifications and shall operate properly and safely. All recent design improvements in software, unless provided otherwise in the Contract, shall also be made available.
- 5. The bidder shall further warrant that the software supplied under the Contract shall be free from all encumbrances and defects / faults arising from design or from any act or omission of the bidder that may develop under normal use of the supplied software in the conditions prevailing at the respective office locations.
- 6. The DIT, GNCTD shall be required to promptly notify the bidder in writing of any claims arising under the warranty specified under this Clause.
- 7. Upon receipt of such notice, the bidder shall be required to, with all reasonable speed, resolve or replace the defective software or modules thereof, without prejudice to any other rights which the DIT, GNCTD may have against the bidder under the Contract.
- 8. If the Bidder, having been notified, fails to remedy the defect(s) within a reasonable period, the DIT, GNCTD may proceed to take such remedial action as may be necessary, at the SI's risk and expense and without prejudice to any other rights which the DIT, GNCTD may have against the bidder under the Contract.
- 9. During the comprehensive warranty period, the bidder shall provide all product(s) and documentation updates, patches / fixes, and version upgrades within fifteen (15) days of their availability and should carry out installation and make operational the same at no additional cost to the DIT, GNCTD.
- 10. The bidder shall warrant the DIT, GNCTD that:
  - i. The implemented integrated solution represents a complete, integrated solution meeting all the requirements as outlined in the RFP and further amendments if any, and provides the functionality and performance, as per the terms and conditions specified in the Contract.
  - ii. The proposed integrated solution shall achieve parameters delineated in the technical specification / requirement.
  - iii. The bidder shall be responsible for warranty services from licensers of products included in the systems.
  - iv. The bidder undertakes to ensure the maintenance of the acceptance criterion / standards in respect of the systems during the warranty period.

### 14.28 Term and Extension of the Contract

- 1. The Contract period shall commence from the date of signing of contract and shall remain valid for 36 months from the date of Go Live of the system.
- 2. The Contract may be extended by 1 years for providing operation support and maintenance of the developed system from the date of contract completion on same agreed terms and conditions.
- 3. A fresh RFP shall be called at the end of the Term / extended Term of the Contract. Any extension of Term of the Contract; if so, shall be decided by DIT, GNCTD on same agreed terms and conditions.
- 4. If the delay occurs due to circumstances beyond control of bidder such as strikes, lockouts, fire, accident, defective materials, delay in approvals or any cause whatsoever beyond the reasonable control of Bidder, a reasonable extension of time shall be granted by the DIT, GNCTD.
- 5. The DIT, GNCTD shall reserve the right to grant any extension to the Term mentioned above and shall notify in writing to Bidder, at least 3 (three) months before the expiration of the Term hereof, whether it shall grant bidder an extension of the Term. The decision to grant or refuse the extension shall be at the DIT, GNCTD's discretion and such extension of the Contract, if any, shall be as per terms agreed mutually between the DIT, GNCTD and SI.
- 6. Where the DIT, GNCTD is of the view that no further extension of the Term be granted to Bidder the DIT, GNCTD shall notify bidder of its decision at least 3 (three) months prior to the expiry of the Term. Upon receipt of such notice, bidder shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the DIT, GNCTD shall either appoint an alternative bidder or create its own infrastructure to operate such Services as are provided under the Contract.

#### 14.29 Time is of the essence

Time shall be of the essence in respect of any date or period that shall be specified in the Contract or any notice, demand or other communication served under or pursuant to any provision of the Contract and in particular in respect of the completion of the activities by bidder by the specified completion date.

#### 14.30 Conflict of Interest

SI shall disclose to the DIT, GNCTD in writing, all actual and potential conflicts of interest that exist, arise or may arise (either forbidder or SI's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

#### 14.31 Publicity

SI shall not be allowed to make or be permitted to be make a public announcement or media release about any aspect of the Contract unless the DIT, GNCTD first gives bidder its written consent.

#### 14.32 Delivery

 SI shall bear the cost for packing, transport, insurance, storage and delivery of all the infrastructure components; if any and / or whichever is applicable, for this RFP at all locations identified by the DIT, GNCTD in Delhi. 2. The Solution supplied under the Contract shall conform to the standards mentioned in the RFP, and, when no applicable standard is mentioned, the same shall be as per the normal industry authoritative standards; such standard shall be approved by DIT, GNCTD.

# 14.33 Insurance

- 1. The assets: if any and wherever applicable, supplied under the Contract shall be comprehensively insured by bidder at his own cost, against any loss or damage, for the entire Term of the Contract. Bidder shall submit to the DIT, GNCTD, documentary evidence issued by the insurance company, indicating that such insurance has been taken. The assets: if any and wherever applicable, supplied under the Contract shall be comprehensively insured by bidder at their own cost till the Time of Delivery and Transfer of Ownership of the said assets from the bidder to the DIT, GNCTD, against any loss or damage, for the transit entire period during the supply of the Contract. Bidder shall submit to the DIT, GNCTD, documentary evidence issued by the insurance company, indicating that such insurance has been taken. Once the Ownership is transferred from the bidder to the DIT, GNCTD, the DIT, GNCTD shall take the insurance of the supplied assets; if any and wherever applicable, on their own cost and release the bidder from any and all liability toward the asset so supplied.
- 2. SI shall take out and maintain at their own cost, on terms and conditions approved by the DIT, GNCTD, insurance against the risks, and for the coverages, as specified below:
  - a. at the DIT, GNCTD's request, shall provide evidence to the DIT, GNCTD showing that such insurance has been taken out and maintained and that the current premiums therefor have been paid.
  - b. Employer's liability and workers' compensation insurance in respect of the Personnel of the Company, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate.

# 14.34 Transfer of Ownership

SI must transfer all titles to the assets and goods procured for the purpose of the project to the DIT, GNCTD at the time of Acceptance of System. This includes all licenses, titles, source code, certificates, hardware, devices, equipment's etc. related to the system designed, developed, installed and maintained by bidder for this project. Bidder is expected to provide source code, transfer IPR and ownership right of only those solutions which would be customized by the bidder for the use of the DIT, GNCTD.

### **14.35 Liquidated Damages**

- 1. If bidder fails to supply, install or maintain any component or entire solution as per the Contract, within the time period(s) specified in the RFP, the DIT, GNCTD without prejudice to its other rights and remedies under the Contract, deduct from the Total Contract Value, as liquidated damages, a sum equivalent to 1,00,000 per week of the Corresponding contract value will be levied for a maximum period of twelve (12) weeks thereof of Total Contract Value for a milestone / quarter.
- 2. The deduction shall not in any case exceed ten (10) % of the Total Contract Value.
- 3. The DIT, GNCTD may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to bidder in its hands (which includes the DIT, GNCTD's right to claim such amount against SI's Performance Bank Guarantee) or which may

- become due to SI. Any such recovery or liquidated damages shall not in any way relieve bidder from any of its obligations to complete the Work or from any other obligations and liabilities under the Contract
- 4. Delay not attributable to bidder shall be considered for exclusion for the purpose of computing liquidated damages.

# 14.36 Ownership and Retention of Documents

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

# **14.37 Information Security**

- 1. SI shall not carry any written / printed document, layout diagrams, CD, hard disk, storage tapes, other storage devices or any other goods / material proprietary to DIT, GNCTD into / out of any location without written permission from the DIT, GNCTD.
- 2. SI shall not destroy any unwanted documents, defective tapes / media present at any location on their own, proprietary to DIT, GNCTD. All such documents, tapes / media shall be handed over to the DIT, GNCTD.
- 3. All documentation and media forming part of the solution to be provided under this contract at any location shall be properly identified, labeled and numbered by SI. Bidder shall keep track of all such items and provide a summary report of these items to the DIT, GNCTD whenever asked for.
- 4. Access to DIT, GNCTD's data and systems, Internet facility by bidder at any location shall be in accordance with the written permission by the DIT, GNCTD. The DIT, GNCTD shall allow bidder to use facility in a limited manner subject to availability. It is the responsibility of bidder to prepare and equip himself in order to meet the requirements.
- SI must acknowledge that DIT, GNCTD's business data and other DIT, GNCTD proprietary information 5. or materials, whether developed by DIT, GNCTD or being used by DIT, GNCTD pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to DIT, GNCTD; and bidder along with its team agrees to use utmost care to safeguard the proprietary and privacy information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by bidder to protect its own proprietary information. bidder recognizes that the goodwill of DIT, GNCTD depends, among other things, upon bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by bidder or its team could damage the goodwill of DIT, GNCTD, and that by reason of SI's duties here under. bidder may come into possession of such proprietary information, even though bidder does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by the Contract. bidder shall use such information only for the purpose of performing the said services. Any data, information, code customization produced or undertaken during the course of this Project shall be owned by the DIT, GNCTD.

- 6. SI shall, upon termination of the Contract for any reason, or upon demand by DIT, GNCTD, whichever is earliest, return any and all information provided to bidder by DIT, GNCTD, including any copies or reproductions, both hardcopy and electronic.
- 7. By virtue of the Contract, bidder team may have access to personal information of the DIT, GNCTD and / or a third party. The DIT, GNCTD has the ownership of and the right to use, all such data in perpetuity including any data or other information pertaining to the citizens that may be in the possession of the bidder Team in the course of performing the Services under the Contract.

### 14.38 Records of Contract Documents

- 1. SI shall at all times make and keep sufficient copies of the process manuals, operating procedures, specifications, Contract documents and any other documentation for them to fulfill his duties under the Contract.
- 2. SI shall keep on the Site at least three copies of each specification and the Contract Document, in excess of their own requirement and those copies shall be available at all times for use by the DIT, GNCTD's Representative and by any other person authorized by the DIT, GNCTD's Representative.

# **14.39 Security and Safety**

- 1. SI shall comply with the directions issued from time to time by the DIT, GNCTD and the standards related to the security and safety, in so far as it applies to the provision of the Services.
- 2. SI shall upon reasonable request by the DIT, GNCTD, or its nominee(s) participate in regular meetings when
- 3. safety and information technology security matters are reviewed.

# 16. Annexures and Formats

# 15.1 ANNEXURE 1 - Tender Offer Form

# **TENDER OFFER FORM (TOF)**

Tender Reference No.:Date:
To: The Special Secretary, Department of Information Technology, 9th Level, B-Wing, Delhi Secretariat, IP Estate, New Delhi-110002
Respected Sir/ Madam,
Having examined the tender documents including all annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Implementation of Delhi Unified Citizen Platform GNCTD in conformity with the said tender documents. We undertake, if our tender offer is accepted, to commence delivery as per RFP schedule calculated from the date of receipt of your Notification of Award / Letter of Intent/location allotment.
If our tender offer is accepted, we will obtain the guarantee of bank in a sum of 5% of the Contract Price for the due performance of the Contract.
We agree to abide by this tender offer till 180 days and shall remain binding upon us and may be accepted at any time before the expiration of that period.
Until a formal contract is prepared and executed, this tender offer, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.
We understand that you are not bound to accept the lowest or any offer you may receive.
Dated this day of 2025
Signature:
(In the Capacity of:) Duly authorized to sign the tender offer for and on behalf of

### 15.2 ANNEXURE 2 - Details of Bidder

### **DETAILS OF Bidder**

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

SR. NO.	PARTICULARS	DESCRIPTION OR DETAILS
1.	Name of Bidder	
2.	Legal status of Bidder (company, Pvt. Ltd.,etc.)	
3.	Main business of the Bidder	
4.	Address of Headquarters	
5.	Registered office address	
6.	Incorporation date and number	
7.	Date of Commencement of Business	
8.	ROC Reference No. / Registration No. with any other agency (please specify name of Registering Agency's Name; in case of registration other than ROC)	
9.	GST number	
10.	PAN details	
11.	Primary Contact Person (Name, Designation, address, mobile number, fax, email)	
12.	Secondary Contact Person (Name, Designation, address, mobile number, fax, email)	
13.	EMD details	
14.	Demand Draft details (DD No., date, Bank)	

**Mandatory Supporting Documents:** 

- a) Certificate of Incorporation from Registrar of Companies (ROC)
- b) Relevant sections of Memorandum of Association of the company or filings to the stock exchanges to indicate the nature of business of the company

Date: Place:

Signature of the bidder

### 15.3 ANNEXURE 3 – Formats for Submission of the Commercial Bid

#### 15.3.1 Commercial Bid Cover Letter

<<On Bidder Letterhead>>

Date:

To
The Special Secretary,
Department of Information Technology,
9th Level, B-Wing, Delhi Secretariat, IP Estate,
New Delhi-110002

Sub: Request for Proposal (RFP) for Implementation of Delhi Unified Citizen Platform GNCTD

Ref: RFP No. <>> dated << 2025>>

Dear Sir,

I (bidder), having read and examined in detail all the bidding documents in respect of "Request for Proposal (RFP) for Implementation of Delhi Unified Citizen Platform for GNCTD" do hereby propose to provide our services as specified in the bid submitted by us. Our attached Commercial Bid is for the amount of <<Amount in figures>>. This amount is inclusive of all taxes (excluding GST), levies, duties, etc. as applicable.

### Price and Validity

All the prices mentioned in our bid 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 <days> calendar days from the date of opening of the Bid.

- We hereby confirm that our prices include all taxes excluding GST. However, all the taxes are quoted separately as per Annexure Formats for Submission of the Commercial Bid.
- We understand that the actual payment would be made as per the existing indirect tax rates during the time of payment.
- Unit base price

We have quoted the unit price of each line item as per Annexure – Formats for Submission of the Commercial Bid. We hereby confirm that the quoted unit base price includes charges for all requisite services and charges for installation and commissioning, etc.

#### • RFP Pricing

We further confirm that the prices stated in our bid are in accordance with your Instructions to Bidders (ITB) included in the RFP documents.

### • Qualifying Data

We confirm having submitted the information as required by you in your Instructions to Bidders (ITB). 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.

#### • Bid Price

We declare that our Bid Price is for entire scope of the work as specified in this RFP, Annexure and Corrigendum, if any, thereto. Our Bid prices are mentioned in the submitted Commercial Bid Formats as per Annexure.

### • Stamp Duty on PBG

We declare that we will pay the applicable stamp duty on Performance Bank Guarantee

Our Commercial Bid shall be binding upon us subject up to expiration of the validity period of the proposal, i.e., << Date>>.

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

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

hanking you,
Authorised Signatory) Signature:
lame:
esignation:
ddress:
eal:
rate:

### 15.3.2 BOQ Formats

- i. The Commercial Bid should clearly indicate if all documents required in accordance with instructions specified in this RFP have been submitted.
- ii. Contract Value shall remain constant throughout the period of the contract and shall not be subject to any modifications, on any account whatsoever.
- iii. Bids submitted with pricing or conditional proposals shall be treated as non-responsive and the Bid may be rejected.
- iv. It is necessary for Bidders to fill in all the fields of this format strictly as per the format defined.
- v. The BOQ formats provided are only for reference purpose of the Bidders. Bidders are required to fill the macro-enabled template downloaded along with the RFP document from the Delhi Government e-Procurement portal. Submission of Commercial Bid in any other format shall lead to disqualification of the Bidder.
- vi. It is mandatory to provide inputs for all cost components. Bids with any missing cost components shall be rejected.

### 15.3.3 Format of Commercial Bid / Total Cost Summary

Cost for Operations, Support & Maintenance to be at least 30% of Project Value.

As per commercial format

S. No.	Category	Unit Price (in INR)	No. of Units	Total Amount (excluding GST) (in INR)	GST (in INR)	Total Amount (including GST) (in INR)
1	Implementation					
1.1	Development of SSO and Consent Management Module					
1.2	Phase wise collation of data from existing government databases with Aadhaar seeded priority databases for creation of Golden Records for citizens					
1.3	Design, Development and Training of Citizen Portal					
1.4	Design, Development and Training of Department Portal					
1.5	State API Development Team (6 resources for 12 months)					
1.6	Third Party OEM License during implementation phase					
1.7	Cloud Subscription during implementation phase					
1.8	Data Migration Expenses					
1.9	Phase wise collation of data from existing government databases with Aadhaar seeded non-priority databases for creation of Golden Records for citizens					

	Phase wise collation of data from existing			
	government databases with non-Aadhaar			
1.10	seeded databases for creation of Golden			
	Records for citizens			
	Integration by providing inputs to and from			
1.11	Department and e-District Portal			
	Integration by providing API end points to each			
1.12	State Department			
	Onboarding/Launching of a new scheme on D-			
1.13	UCDH			
2	Operations, Support & Maintenance			
2	( 36 months)			
2.1	Proposed Solution AMC			
2.2	Cloud Subscription – 36 months			
2.3	Application Support			
2.4	Any third-party tool license during Operations,			
2.4	Support & Maintenance Phase			
Total Cost	Total Cost of Ownership			

### 15.3.4 The Rate card has been provided below.

Table 1 – Rate card for OEM license & cloud services

	Rate Card	d for OEM L	cense			
S. No.	OEM Software Components	Unit Price (in INR)	No. of Units	Total Amount (excluding GST) (in INR)	GST (in INR)	Total Amount (including GST) (in INR)
	Rate Card	for Cloud S	ervices			
S. No.	Cloud Services Components	Unit Price (in INR)	No. of Units	Total Amount (excluding GST) (in INR)	GST (in INR)	Total Amount (including GST) (in INR)

Apart from the above the bidder also needs to provide:

Table 2 - Man-month Rate for on-going support for implementation of additional requirements of D-UCDP

Team Category	Roles	Man Month Rate (INR)	Taxes	Man-month rate inclusive of Taxes (INR)
Critical				
Resources	Project Manager			
	Solution Architect			
	Data Architect			
	Lead Data Engineer			
Application	Team Lead			
Development	Senior Software Developer			
	Software Developer			
	Business Analyst			
	Team Lead for Analytics			
Analytics &	Data Management Expert			
Data	Analytics / Statistical			
Management	Modeler			
	Business Analyst			
OEM Resources	Team Lead for Analytics			
(if needed)	Data Management Expert			
	Analytics/Statistical			
(Analytics &	Modeler			
Data Management)	Business Analyst			
State API	Project Manager			
Development	Lead Data Engineer			
Team (As per	Database Administrator			
total cost in BOQ)	API Developers (3)			

Table 3 - Additional Resource Off-site Helpdesk (if required)

Roles	Man-Month Rate (INR)	Taxes	Man-month rate inclusive of Taxes (INR)
IT-Helpdesk Resource			

**Table 4 - Additional On-Site IT-Support** 

Roles	Man-Month Rate (INR)	Taxes	Man-month rate inclusive Taxes (INR)
Developer			
Lead			
Functional / Domain			

**Table 5 - Additional Cost for Training** 

Roles	Batch Size	Rate (INR) / Per day	Taxes	Rate inclusive of Taxes (INR)
Trainer	20			

(Above Tables (1-5) will not form the part of financial bid but would be used as pro-rata rates if the man-month effort requirements increase more than the envisaged man-month efforts or for extended support period after completion of support under this RFP)

### 15.4 ANNEXURE 4 - Bank Guarantee format for Earnest Money Deposit (EMD)

То,		
<name></name>		
<designation></designation>		
48 alalus sas		
<address></address>		
<phone nos.=""></phone>		
<fax nos.=""></fax>		
<email id=""></email>		

Whereas <<Name of the bidder>> has submitted the bid for Submission of RFP <<RFP Number>> dated <<Date>> for Implementation of Delhi Unified Citizen Platform for GNCTD (hereinafter called "the Bid").

Know all Men by these presents that we <<... >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the Information Technology Department, GNCTD in the sum of Rs. <<Amount in figures>> (Rupees

<<Amount in words>> only) for which payment well and truly to be made to the said Information Technology Department, GNCTD, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>.

The conditions of this obligation are:

- 1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
- 2. If the Bidder, having been notified of the acceptance of its bid by the Information Technology Department, GNCTD during the period of validity of bid
- (a) Withdraws his participation from the bid during the period of validity of bid document; or
- (b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

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

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

later than the above date.
NOTHWITHSTANDING ANYTHING CONTAINED HEREIN:
I. Our liability under this Bank Guarantee shall not exceed Rs. < <amount figures="" in="">&gt; (Rupees &lt;<amount in="" words="">&gt; only)</amount></amount>
II. This Bank Guarantee shall be valid upto < <insert date="">&gt;) III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before &lt;<insert date="">&gt;) failing which our liability under the guarantee will automatically cease.</insert></insert>
(Authorized Signatory of the Bank)
Seal:
Date:

# 15.5 ANNEXURE 5- Statement of Blacklisting & Debarment

### 15.5.1 Declaration from the Bidder

**Declaration from the Bidder-**

<< A notarized affidavit on a non-judicial stamp paper of INR 100/- by Authorized Representative and Signatory of the Applicant with his/her dated Sign and Seal >>

# **AFFIDAVIT**

To The Special Secretary, Department of Information Technology, 9th Level, B-Wing, Delhi Secretariat, IP Estate, New Delhi-110002
Ref: RFP Ref No:
Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for selection of Request for Proposal (RFP) for Implementation of Delhi Unified Citizen Platform for Information Technology Department, GNCTD.
Dear Sir,
We confirm that our company or firm,, is currently not blacklisted in any manner whatsoever by any of the State or UT and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
We confirm that we don't have any ongoing litigation/cases/arbitration which will have any impact on our ability to provide services under the proposed tender.
We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
(Signature of the Bidder) Printed
Name
Designation
Seal
Date:
Place:

### 15.5.2 Declaration for not been blacklisted

<< A notarized affidavit on a non-judicial stamp paper of INR 100/- by Authorized Representative and Signatory of the Applicant with his/her dated Sign and Seal >>

# **AFFIDAVIT**

То
The Special Secretary,
Department of Information Technology,
9th Level, B-Wing, Delhi Secretariat, IP Estate,
New Delhi-110002
Ref: RFP Ref No:
Subject: Self Declaration of not been blacklisted in response to the Request for Proposal (RFP) for Selection of Implementation of Delhi Unified Citizen Platform for Information Technology Department, GNCTD
Dear Sir,
We confirm that our company or firm,, is currently not blacklisted in any manner whatsoever
by any of the State or UT and or Central Government in India on any ground including but not limited to
indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive
practice.
We confirm that we don't have any ongoing litigation/cases/arbitration which will have any impact on our
ability to provide services under the proposed tender.
We hereby declare that our bid is made in good faith, without collusion or fraud and the information
contained in the bid is true and correct to the best of our knowledge and belief.
contained in the sid is true and somest to the sest of our knowledge and sellen
(Signature of the Bidder)
Printed Name
Designation
Seal
Date:
Place:

### **15.6 ANNEXURE 6 - Deviations**

(In case there are no deviations, the bidder shall submit "No Deviation Certificate". In case, there are deviations, the bidder shall submit "Statement of Deviations from The Bid Data Sheet and Bidding Form")

# **Undertaking for No Deviation**

This is to certify that our offer is exactly in line with your tender enquiry / RFP (including amendments) no.
dated This is to expressly certify that our offer contains no deviation in Technica
Solution (including but not limited to Scope of Work, Business Requirements Specification, Functiona
Requirements Specification, Hardware Specification and Technical Requirements Specification) as specified in
RFP. However, any deviation for solution delivery which should be there in response to this RFP but the same
has been not considered in the RFP, shall be submitted through "Statement of Deviations from The Bid Data
Sheet and Bidding Form" stating the details of deviation and reasons why DIT, GNCTD may consider the same
(Authorised Signatory)
(
Signature:
Name:
Name.
Designation:
Address:
Seal:
Date:

### STATEMENT OF DEVIATIONS FROM THE BID DATA SHEET AND BIDDING FORM

Clause	Details of Deviations	Remarks explaining reasons for deviations and why it may be considered by the DIT, GNCTD

N	n	t	_	
ıν	v	·L	C	٠

- 1. We hereby confirm that the pricing for unconditional withdrawal of the above deviations has been given in the financial bid.
- 2. We hereby confirm that all implicit and explicit deviations, comments, and remarks mentioned elsewhere in our proposal shall be treated as NULL and VOID and stand withdrawn.
- 3. We hereby confirm that but for the deviations noted in this Annexure, our proposal is fully and truly compliant.

Note: - Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations". In case, Performa of deviations is not submitted or submitted as blank, it will be construed that the tenderer has not proposed any deviations from tender documents and will provide all equipment as per specifications.

Name of signatory:	
Capacity of signatory:	

Name and address of applicant

# 15.7 ANNEXURE 7 – Form of Certificate confirming receipt of all Bid Agenda

This is to certify that we, M/S	[* Name of the Company] have received all Bid Addenda to Bid
', as listed below	
1. Addendum No	
2	
3	
4	
Name of signatory:	
Capacity of signatory:	
	•••••
Name and address of applicant	

### 15.8 ANNEXURE 9 - Certificate for Annual Turnover and Net Worth Note

### <<On the letterhead of the Chartered Accountant >>

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

Date: dd / mm / yyyy

To
The Special Secretary,
Department of Information Technology,
9th Level, B-Wing, Delhi Secretariat, IP Estate,
New Delhi-110002

Dear Sir,

We have examined the books of accounts and other relevant records of <<Bidder 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 for the three years i.e. from <<specify financial years>> was as per details given below:

#.		Financial Data for Latest Last 3 years (In INR)				
		Year 2022-2023	Year 2023-2024	Year 2024-2025		
1	Total Assets					
2	Current Assets					
3	Total Liabilities					
4	Current Liabilities					
5	Profits Before Taxes					
6	Profits After Taxes					
7	Net Worth [= 1 – 3]					
8	Working Capital [=2 – 4]					
9	Annual Turnover					

(Signature of the Chartered Accountant)

Name :

Designation :

Membership Number :

Date :

Company Seal :

Business Address :

# 15.9 ANNEXURE 10 – Summary of Work Experience / Project Execution Experience

(To be provided on Bidder's Letter Head.)

Bidde	Bidder's Name: Date							
This is	This is to certify that our company has been awarded with the below named projects as detailed under:							
#	Project Name and Client	Start Date	End Date / Current Status	Project Description / Activities undertaken by Bidder as on Date	Project Value (INR)	Value of Work for which payment has been received from the Client	Contact details of the Client and Address	
(Autho	orised Signatory	)						
Signat	ure:							
Name	:							
Design	nation:							
Biddin	Bidding entity's name							
Addre	ss:							
Seal:								
Date:								

# **15.10** ANNEXURE 11 - Credential Summary

(To be provided on Bidder's Letter Head.)

#	Project Name	Client Name	Client Type	Project Value (In INR)	Project Components	Documentary evidence provided (Yes or No)	Project Status (Completed or Ongoing or Withheld)
1							
2							
3							
4							
5							
6							
7							

- Client type Indicate whether the client is Government or PSU or Private.
- Project Components Indicate the major project components like COTS software, tools, systems software, cloud instances, etc., provisioning manpower, IT support and maintenance.
- Documentary evidence provided Indicate the documentary evidence provided with the detailed project credential like work order or purchase order or completion certificate or letter of appointment Project Status Completed (date of project completion) or Ongoing (project start date).

# 15.11 ANNEXURE 12 - Draft Contract Form

### **DRAFT CONTRACT FORM**

This AGREEMENT is	MADE at thisday of Two t	housand		
Between				
The	Customer hereinafter refe		having its registered TD/Customer", (which	
unless repugnant to	the context therein shall include	eits administrator and it	s assignees) of the FIRS	Γ PART;
And				
"the Contractor" (w	r/) having its registered office at which expression unless repugn cutors and permitted assignees),	ant to the context the		
Information Technolo	omer has invited tenders for " begy Department, GNCTD" (hereina to the invitation for tenders vide	ofter called the "WORK"	) and the contractor furi	
	ner has accepted the offer of the s hereinafter stated in this contr			
	er have the required professionals on the terms and conditions	set forth in this Contr		rence No:
specification, scope representative on be of which are deemed	"Services") mentioned, enume e of work, other Sections of ehalf of	the RFP, which have and _( the DIT, GNCT	been signed by the and D) on behalf of the DIT,	authorized GNCTD, all

Any reference to Bidder shall mean and include the Bidder, unless repugnant to the context thereof.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

1.	The contractor has accepted the contract on the terms and conditions set out in the tender notice no.
	datedas well in the acceptance of tender nodated, which will
	hold good during period of this agreement.
2.	DIT, GNCTD has accepted the tender of the bidder for the provision and execution of the said Services
	for the sum of Rs() upon the terms laid
	out in the RFP. Applicable GST will be paid extra at actuals.
3.	The Bidder, hereby agrees to provide Services to DIT, GNCTD, conforming to the specified Service Levels
	and conditions set out in the RFP read with the terms contained herein and the other documents
	falling under the scope of the terms "Agreement" as defined below.
	The following documents attached hereto shall be deemed to form an integral part of this
	arrangement and shall be collectively referred to as "This Agreement":

Complete Request for Agreement (RFP) Document and Agreement	The RFP and corrigenda, addendum and clarifications, if any, and the Agreement submitted by Bidder, This Agreement
Price Schedule	SI's Commercial bid and subsequent clarifications, letters, etc., Detailed Price Schedule
Letter of Award	Duly signed and accepted by the Bidder and the Customer
Technical Proposal	Technical proposal submitted by the bidder in line with RFP requirement
Service Level Agreement	The Service Levels as mentioned in the RFP
Scope of Work	The Scope of Work as outlined in the RFP
Terms and Conditions	The Terms and Conditions as mentioned in the RFP
Response to this RFP	The Response to this RFP will be considered as part of this Agreement

- 4. The mutual rights and obligations of the "DIT, GNCTD" and bidder shall be set forth in the Agreement, in particular:
  - SI shall carry out and complete the Services in accordance with the provisions of the Agreement; and
  - The "DIT, GNCTD" shall make payments to bidder in accordance with the provisions of the Agreement

**NOW THESE PRESENTS WITNESS** and the parties hereto hereby agree and declare as follows, that is to say, in consideration of the payments to be made to bidder by the DIT, GNCTD as hereinafter mentioned, bidder shall deliver the services for the said works and shall do and perform all other works and things in the

Contract mentioned or described or which are implied there from or there in respectively or may be reasonably necessary for the completion of the said works within and at the times and in the manner and subject to the terms, conditions and stipulations mentioned in the said Contract.

AND in consideration of services and milestones, the DIT, GNCTD shall pay to bidder the said sum of

payments to be made at such time and		e payable to bidder under the provisions of this Contract, such manner as is provided by the Contract.
IN WITNESS WHEREOF the parties here mentioned against the signature of each		signed this deed hereunder on the dates respectively
Signed	Signed	
Name:	Name :	:
Designation:	Designa	ation:
Date:	Date	:
Place:	Place	:
in the presence of:		in the presence of:
Signed	Signed	
Name:	Name:	
Designation:		Designation :
Date :	Date	:
Place :	Place	:

### 15.12 ANNEXURE 13 – Format for Performance Bank Guarantee

Ref:	Date
Bank Guarantee No	
<name></name>	
<designation> <address></address></designation>	
<phone nos.=""> <fax nos.=""></fax></phone>	
<email id=""></email>	

Whereas, <<name of the supplier and address>> (hereinafter called "the Bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated <Date> to provide services for Implementation of Delhi Unified Citizen Platform for Information Technology Department, GNCTD.

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

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

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

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

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

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

Notwithstanding anything contained herein:

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

Date	
Place	Signature
Witness	Printed name

(Bank's common seal)

# 15.13 ANNEXURE 14 - Non-Disclosure Agreement

Confidential Information does not include information which:

b. information in the public domain as a matter of law;

WH	EREAS, we the undersigned Bidder, having our principal place of
	business or registered office at, are desirous of bidding for RFP No. <<>> dated
	< <dd-mm-2025>&gt; "Request for Proposal (RFP) for Implementation of Delhi Unified Citizen Platform for Information Technology Department, GNCTD'</dd-mm-2025>
and,	
WH	EREAS, the Bidder is aware and confirms that the Information Technology Department, GNCTD's business or operations, information, application or software, hardware, business data, architecture schematics, designs, storage media and other information or documents made available by the Information Technology Department, GNCTD in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and or proprietary to the Information Technology Department, GNCTD,
NO	N THEREFORE, in consideration of disclosure of confidential information, and in order to ensure the Information Technology Department, GNCTD's grant to the Bidder of specific access to Information Technology Department, GNCTD's confidential information, property, information systems, network, databases and other data, the Bidder agrees to all of the following conditions.
It is	hereby agreed as under:
1.	The confidential information to be disclosed by the Information Technology Department, GNCTD under this Agreement ("Confidential Information") shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, security or zoning strategies & policies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Information Technology Department, GNCTD.

a. the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;

is obtained by the Bidder from a third party without any obligation of confidentiality;

- d. the Bidder is required to disclose by order of a competent court or regulatory authority;
- e. is released from confidentiality with the written consent of Information Technology Department, GNCTD.

The Bidder shall have the burden of proving hereinabove are applicable to the information in the possession of the Bidder.

- 3. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:
  - a. to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
  - b. to only make copies as specifically authorized by the prior written consent of the Information Technology Department, GNCTD and with the same confidential or proprietary notices as may be printed or displayed on the original;
  - to restrict access and disclosure of Confidential Information to their employees, agents, and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
  - d. to treat Confidential Information as confidential unless and until Information Technology Department, GNCTD expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.
- 4. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the Information Technology Department, GNCTD or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Information Technology Department, GNCTD while on or off premises of the Information Technology Department, GNCTD. It is understood that it would be impractical for the Information Technology Department, GNCTD to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

Therefore, the Bidder shall disclose or allow access to the Confidential Information only to those personnel of the Bidder who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidder's confidentiality obligation. Further, the Bidder shall ensure that all personnel of the Bidder are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

5. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorized access to it.

- 6. The Bidder agrees that upon termination or expiry of this Agreement or at any time during its currency, at the request of the Information Technology Department, GNCTD, the Bidder shall promptly deliver to the Information Technology Department, GNCTD the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.
- 7. Confidential Information shall at all times remain the and exclusive property of the Information Technology Department, GNCTD. Upon completion of the Tendering process and or or termination of the contract or at any time during its currency, at the request of the Information Technology Department, GNCTD, the Bidder shall promptly deliver to the Information Technology Department, GNCTD the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty (60) days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Information Technology Department, GNCTD. Without prejudice to the above the Bidder shall promptly certify to the Information Technology Department, GNCTD, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Information Technology Department, GNCTD in respect of the Confidential Information.
- 8. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the Information Technology Department, GNCTD to enable the Information Technology Department, GNCTD to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Information Technology Department, GNCTD. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

For and on behalf of:

( Bidder)

Authorised Signatory
Office Seal:
Name:
Designation:
Place:
Date:

# 15.14 ANNEXURE 16 – Template for Pre-Bid Queries

Name	of	the	Com	pany	ı /	Firm:
------	----	-----	-----	------	-----	-------

Name of Person(s) representing the Company/ Firm:

Name of Person Designation		Email-ID(s)	Tel. Nos. & Fax Nos.		

SL#	RFP Section	RFP Page No.	Content in the RFP	Clarification sought
_				

### 15.15 ANNEXURE 17 - Pre-Qualification Bid Covering Letter

Date: dd / mm / yyyy

To,

The Special Secretary,
Department of Information Technology,
9th Level, B-Wing, Delhi Secretariat, IP Estate,
New Delhi-110002

Sub: RFP for Implementation of Delhi Unified Citizen Platform for Information Technology Department, GNCTD

Ref: RFP No. <<>> dated << dd / mm / yyyy>>

Dear Sir,

With reference to your "Request for Proposal (RFP) for Implementation of Delhi Unified Citizen Platform for Delivery of Schemes for Information Technology Department, GNCTD", we hereby submit our Pre-qualification proposal, Technical Proposal and Commercial Proposal for the same.

We hereby declare that:

- a. We hereby acknowledge and unconditionally accept that the Information Technology Department, GNCTD can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of Agency for providing services.
- b. We have submitted EMD of <<amount>> in the form of Bank Guarantee from <<Bank Name>> with BG Ref. No. <<EMD BG Ref No.>> dated <<dd / mm / yyyy>> through online payment mode available at the Delhi Government e-Procurement portal.
- c. We hereby declare that all information and details furnished by us in the Proposal are true and correct, and all documents accompanying such application are true copies of their respective originals.
- d. We agree to abide by our offer for a period of 180 days from the date of opening of pre-qualification bid prescribed by Information Technology Department, GNCTD and that we shall remain bound by a communication of acceptance within that time.
- e. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.
- f. In the event of acceptance of our bid, we do hereby undertake:
  - i. To supply the products and commence services as stipulated in the RFP document

	ii.			ke the project se mentioned in the			ct period fror	n the date o	f signing o	f the
	iii.	comm	nissior	that the prices qualing, training, particular all out-of-pocket	roviding f	acility mana	gement and	handholding	support,	
	iv.	togetl	her w	by undertake, th ith your written a binding contrac	acceptanc	e thereof an				
	V.	proce	ss at a	tand that the Inf any time and that t it may receive v	Information	n Technology I	Department, G	NCTD is not b		_
	vi.	provid	ded in	nderstand and a our proposal is rom the selectic do so	found to b	e misleading	the selection	process, we	are liable	to be
In	case	of	any	clarifications	please	contact			email	at
Than	king you	,					_			
	s sincere	•	n'd	L. A						
(Sign	ature of	the Prim	е віас	der)						
Print	ed Name	9								
Desi	gnation									
Seal										
Date	:									

Date: Place:

**Business Address:** 

### 15.16 ANNEXURE 18 – Total Responsibility Certificate

Date:

(To be provided on Bidder's Letter Head.)

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

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

### 15.17 ANNEXURE 19 – Technical Bid Covering Letter

Date: dd / mm / yyyy

To,

The Special Secretary,
Department of Information Technology,
9th Level, B-Wing, Delhi Secretariat, IP Estate,
New Delhi-110002

Sub: Request for Proposal (RFP) for Implementation of Delhi Unified Citizen Platform for Information Technology Department, GNCTD

Ref: RFP No. <>> dated << 2022>>

Dear Sir,

I (in case of single bidder) or We, << name of the undersigned Bidder, having read and examined in detail all the bidding documents in respect of "Request for Proposal (RFP) for Implementation of Delhi Unified Citizen Platform for Information Technology Department, GNCTD" do hereby propose to provide our services as specified in the bidding proposal submitted by us.

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

We declare that all the services shall be performed strictly in accordance with the RFP documents.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to Information Technology Department, GNCTD is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its evaluation process. We also confirm that we shall not attract conflict of interest in principle.

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee in the form prescribed in Annexures of the RFP document.

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

proposal is valid for 180 days after opening of technical bid. We shall extend the validity of the bid if required by Information Technology Department, GNCTD.
Thanking you,
Yours sincerely,
(Signature of the Bidder)
Printed Name
Designation
Seal
Date:
Place:
Business Address:

We understand that our bid is binding on us and that you are not bound to accept a Bid you receive. This

### 15.18 ANNEXURE 20 - Compliance Certificate

(Certificate should be provided by Bidder on their letter head)

### **Compliance Certificate**

We hereby certify and confirm that in the preparation and submission of our Proposal for Request for Proposal (RFP) for Implementation of Delhi Unified Citizen Platform for Government of Delhi, against the RFP issued by Information Technology Department, GNCTD, We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive, corrupt, fraudulent and coercive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant proposal.

(Signature of the Bidder)
Printed Name
Designation
Seal
Date:
Place:
Business Address:

# 15.19 ANNEXURE 21 - Project Plan

A **Detailed Project Plan** covering break-up of each phase into the key activities, along with the start and end dates must be provided as per format given below.

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

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

# II. After Go-Live (Operation & Maintenance)

Manpower Distribution					
S. No.	Manpower	Years			Total
		Year 1	Year 2	Year 3	
1					Onsite / Offsite
2					Onsite / Offsite
3					Onsite / Offsite
4					Onsite / Offsite
5					Onsite / Offsite
6	<add as="" more="" required="" rows=""></add>				Onsite / Offsite
Total					

# 15.20 ANNEXURE 22 – Pre-Qualification Checklist

(Note: Non-submission of documents as per this checklist may lead to rejection of the bid)

S.N.	Document required	File Name	Page No.
	Copy of acknowledgement of payment of RFP Document Fee at		
1	Delhi Government e-Procurement portal		
	Copy of Bank Guarantee for Earnest Money Deposit (Annexure		
2	4)		
3	Pre-Qualification Bid Covering Letter (Annexure 18)		
	Details of the Bidder ( Bidder) (Annexure 2)		
4			
	Supporting documents for PQ 1.1 – Copy/(ies) of Certificate of		
	Incorporation/partnership / Registration Certificate / Certificate		
	of commencement of Business in case the Bidder is a Public		
	Limited Company for Bidder		
5			
	Supporting documents for PQ 1.1 – Copy/(ies) of Certificate of		
	Incorporation / Partnership/ Certificate of commencement of		
	Business in case the Bidder is a Public Limited Company		
6			
	Supporting documents for PQ 1.2 – Copy/(ies) of Work Order of		
	the latest software development or customization or IT		
	Implementation project awarded to the Bidder for work in India		
	(clearly indicating the date of award) for Bidder		
7			
	Supporting documents for PQ 1.2 – Copy/(ies) of Work Order of		
	the latest software development or customization or IT		
	Implementation project awarded to the Bidder for work in India		
	(clearly indicating the date of award)		
8			
	Supporting documents for PQ 1.3 – Certified copies of Audited		
	Financial Statements/Extracts from the Audited Balance Sheet		
	and Profit and Loss Statements for the last 5 financial years AND		
	Certificate from Chartered Accountant in Practice for Turnover		
	for last 3 financial years for (Annexure 9)		
9			
40	Supporting documents for PQ 1.3 – Certified copies of Audited		
10	Financial Statements/Extracts from the Audited Balance Sheet		

S.N.	Document required	File Name	Page No.
	and Profit and Loss Statements for the last 3 financial years AND		
	Certificate from Chartered Accountant in Practice for Aggregate		
	Turnover for last 3 financial years (Annexure 9)		
	Supporting documents for PQ 1.4 – Certificate from Statutory		
	Auditor/Chartered Accountant of Bidder		
11			
	Supporting documents for PQ 1.5 – Work Order + Completion		
	Certificates from the Client OR Work Order OR Work Order +		
12	Phase Completion Certificate from the Client for Bidders		
	Supporting documents for PQ 1.6 – Work Order + Completion		
	Certificates from the Client OR Work Order OR Work Order +		
	Phase Completion Certificate from the Client for Bidders / Self		
13	certified Phase completion certificate by authorised signatory		
	Supporting documents for PQ 1.7 – Affidavit signed by		
	Authorized Signatory/ies of Bidder in the format prescribed in		
	annexure that they are not under a declaration of ineligibility,		
14	ban or blacklist (Annexure 5)		
15	Supporting documents for PQ 1.8 – OEM MAF (Annexure 16)		
	Supporting documents for PQ 1.8 – OEM Undertaking (Annexure		
16	17)		
	Supporting documents for PQ 1.9 – Copy of CMMI Certificate by		
17	bidder		
	Supporting documents for PQ 1.9 – Copy of ISO 9001 Certificate		
18	by bidder		
	Supporting documents for PQ 1.9 – Copy of ISO 20000 Certificate		
19	by bidder		
	Supporting documents for PQ 1.9 – Copy of ISO 27001 Certificate		
20	by bidder		
	Supporting documents for PQ 1.10 – Valid Goods & Service Tax		
21	(GST) Registration Certificate for Bidder		
	Supporting documents for PQ 1.10 – Valid Goods & Service Tax		
	(GST) Registration Certificate		
22			
	Supporting documents for PQ 1.11 – Board Resolution / Power		
	of attorney in favour of Authorised Signatory for Bidder		
23	(Power of Attorney: Annexure 15)		

S.N.	Document required	File Name	Page No.
	Supporting documents for PQ 1.13 – Certificate from HR		
24	department of Bidder		
	Supporting documents for PQ 1.14 – Letter / Undertaking		
	pertaining to Bidder facility located within Delhi NCR or		
	undertaking that the Bidder shall open the indicated office		
	within 15 days of being awarded the contract		
25			
	Supporting documents for PQ 2.1 – Purchase order		
	copies/agreement copies of OEM Tool OR Work Order specifying		
	value of licenses OR OEM Self Certification by authorized		
	signatory is to be provided		
26	+ (Annexure 16 and Annexure 17)		
	Deviations related Certificate from the Bidder. (Annexure 6)		
27			
	Total Responsibility Certificate from the (Annexure 20)		
28			
	Summary of Work Experience/Project Execution Experience		
29	(Annexure 10)		
30	Credential Summary (Annexure 11)		
31	Any other documents		

## 15.21 ANNEXURE 26 – Technical Bid Checklist

S.N.	Document required	File Name	Page No.
1	Technical Bid Covering Letter (Annexure 21)		
2	Supporting documents for TQ 1.1 - Certificate from Chartered Accountant in practice mentioning the annual turnover for past 3 years ending as on 31 March 2022		
	Supporting documents for TQ 1.1 - Copy of the audited Balance sheet, for the concerned years for Bidder		
3			
4	Supporting documents for TQ 1.2 - Work Order + Completion Certificates from the client OR Work Order + Phase Completion Certificate from the client		
5	Supporting documents for TQ 1.2 - Work Order + Completion Certificates from the client OR Work Order + Phase Completion Certificate from the client		
6	Supporting documents for TQ 1.2 - Work Order + Completion Certificates from the client OR Work Order + Phase Completion Certificate from the client		
7	Supporting documents for TQ 1.2 - Work Order + Completion Certificates from the client OR Work Order + Phase Completion Certificate from the client		
8	Supporting documents for TQ 1.2 - Work Order + Completion Certificates from the client OR Work Order + Phase Completion Certificate from the client		
9	Supporting documents for TQ 1.2 - Work Order + Completion Certificates from the client OR Work Order + Phase Completion Certificate from the client		
10	Supporting documents for TQ 1.3 - Work Order + Completion Certificates from the client OR Work Order + Phase Completion Certificate from the client		
11	Supporting documents for TQ 1.4 - Copy of the valid CMMI certificates issued by authorized competent authority for Bidder		
12	Supporting documents for TQ 2.1 – Copy of Technical Presentation		
13	Supporting documents for TQ 2.2 – Understanding of Requirements		

S.N.	Document required	File Name	Page No.
14	Supporting documents for TQ 2.2 – Proposed Technology Solution		
15	Supporting documents for TQ 2.2 – Overall Approach and Methodology		
16	Supporting documents for TQ 2.2 – Handholding, Training and Capacity Building		
17	Supporting documents for TQ 2.2 – Proposed Project Plan (Annexure 23)		
18	Supporting documents for TQ 2.2 – Proposed Resource Deployment Plan (Annexure 24)		
	Supporting documents for TQ 3.1 – Purchase Order Copies OR Agreement Copies OR Work Order specifying value of licenses for Project 1 for OEM Tool, Scope of Work (from RFP or agreement or similar document)		
19	+ (Annexure 16 and Annexure 17)		
	Supporting documents for TQ 3.1 – Purchase Order Copies OR Agreement Copies OR Work Order specifying value of licenses for Project #n for OEM Tool, Scope of Work (from RFP or agreement or similar document)		
20	+ (Annexure 16 and Annexure 17)		
21	Supporting documents for TQ 3.2 – Response to Functional Requirement Specifications provided in this RFP		
22	Supporting documents for TQ 3.3 – Certificate from the core solution OEM and Hardware OEM (Annexure 16 and Annexure 17)		
23	Supporting documents for TQ 3.3 – Certificate from the Cloud Service Provider		
24	Supporting documents for TQ 3.4 – Undertaking submitted by OEM (Annexure 16 and Annexure 17)		
25	Supporting documents for TQ 3.5 – Purchase Order Copies OR Agreement Copies OR Work Order specifying value of licenses OR OEM Self Certification by authorized signatory along with Case Study. The case study should older than the RFP published date.		
26	Supporting documents for TQ 4.1 – Submission of CV of Project Manager as per TQ		

S.N.	Document required	File Name	Page No.
	Supporting documents for TQ 4.2 – Submission of CV of		
27	Solution Architect as per TQ		
	Supporting documents for TQ 4.3 – Submission of CV of Data		
28	Architect as per TQ		
	Supporting documents for TQ 4.4 – Submission of CV of Data		
29	Engineer as per TQ		
	CV's of 50% of resources as proposed in resource deployment		
30	plan		
31	Compliance Certificate (Annexure 21)		
32	Any other documents		

# 15.22 ANNEXURE 27 - Change Control Note

Change Control Note		CCN Number:		
Part A: Initiat	ion			
Title:				
Originator:				
Sponsor:				
Date of				
Initiation:				
Details of Pro	posed Change			
(To include re	ason for change and a	ppropriate details/specifications. Identify any attachments as		
A1, A2, and A	3 etc.)			
Authorized	Date:			
by DIT,				
GNCTD				
Name:				
Signature:				
Received by	Date:			
the Bidder				
Name:				
Signature:				
Change Conti	rol Note	CCN Number:		
Part B : Evalu	ation			
(Identify any attachments as B1, B2, and B3 etc.)				
Changes to Services, payment terms, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.				
Brief Description of Solution:				
Impact (also i	nclude analysis and co	nfirmation of any negative impacts/ consequences):		

Deliverables:	
Jenre, aziesi	
Timetable:	
Charges for Implementation:	
(including a schedule of payments)	
Other Relevant Information:	
(including value-added and acceptar	nce criteria)
Authorized by the Bidder	Date:
Name:	
Signature:	
Change Control Note	CCN Number :
Part C : Authority to Proceed	
Implementation of this CCN as	
submitted in Part A, in accordance	
with	
with Part B is: (tick as appropriate)	
with	
with Part B is: (tick as appropriate) Approved	
with Part B is: (tick as appropriate)	
with Part B is: (tick as appropriate)  Approved  Rejected	
with Part B is: (tick as appropriate)  Approved  Rejected  Requires Further Information (as	
with Part B is: (tick as appropriate)  Approved  Rejected  Requires Further Information (as follows, or as Attachment 1 etc.)	
with Part B is: (tick as appropriate)  Approved  Rejected  Requires Further Information (as follows, or as Attachment 1 etc.)  For DIT, GNCTD and its nominated	For SI
with Part B is: (tick as appropriate)  Approved  Rejected  Requires Further Information (as follows, or as Attachment 1 etc.)	For SI

Signature	Signature
Name	Name
Title	Title
Date	Date

### 15.23 ANNEXURE 28 - End-of-sale of OEM tool

(To be provided on OEM's Letter Head)

This is to certify that if any of Third-Party Tool supplied by us for this project reach end-of-sale subsequently, we ensure that we will support the product/solution for the Term of the Contract.
(Authorised Signatory)
Signature:
Name:
Designation:
Address:
Seal:
Date:
Un account OFM to all in being used the Assessment 20 into be signed by with a fact of some OFM and the control of the Control
(In case an OEM tool is being used, the Annexure 28 is to be signed by authorized personnel from OEM's end. In case an Enterprise Open Source or Bespoke Software is being proposed, the Annexure 28 is to be signed by Bidder)

### 15.24 ANNEXURE 29 - Declaration from OEM

<< A notarized affidavit on a non-judicial stamp paper of INR 100/- by Authorized Representative and Signatory of the Applicant with his/her dated Sign and Seal >>

### **AFFIDAVIT**

To, The Special Secretary, Department of Information Technology, 9th Level, B-Wing, Delhi Secretariat, IP Estate, New Delhi-110002
Ref: RFP Ref No:
Subject: Self Declaration of providing correct information via Self Certification as a response to the Request for Proposal (RFP) for Implementation of Delhi Unified Citizen Platform for Information Technology Department, GNCTD
Dear Ma'am,
We,
Name of Authorized Representative:
Designation of Authorized Representative: Signature of Authorized Representative with company seal:
Verified by:

 $(In\ case\ an\ OEM\ tool\ is\ being\ used,\ the\ Annexure\ 29\ is\ to\ be\ signed\ by\ authorized\ personnel\ from\ OEM's\ end.\ In\ case\ an\ Enterprise\ Open$ 

Source or Bespoke Software is being proposed, the Annexure 29 is to be signed by Bidder)

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### 15.25 ANNEXURE 30 – SELF-DECLARATION CERTIFICATE

(To be printed on the official letterhead of the bidding organization)

Date: [DD/MM/YYYY]

To,

The Special Secretary,

Department of Information Technology,

9th Level, B-Wing, Delhi Secretariat, IP Estate,

New Delhi-110002

Subject: Self-Declaration Certificate Regarding Full-Time Employees on Payroll

Dear Sir/Madam,

This is to certify that [Name of the Bidding Organization], having its registered office at [Address], had a total of [Number] full-time employees on its payroll in India (excluding Board of Directors) in the last financial year [YYYY-YYY]. These employees were engaged across various functions, including technical and managerial roles, and were on direct payroll contracts with the organization.

Further, we confirm that the CVs of key technical personnel, who have been full-time employees for the last six month, are attached as per the requirements of the tender.

This declaration is made in good faith and in compliance with the bid requirements. If any information provided herein is found to be incorrect or misleading, our organization shall be liable for any necessary action as per the terms of the bidding process.

#### **Authorized Signatory:**

[Name]

[Designation]

[Organization Name]

[Contact Information]

[Official Seal/Stamp]

### Annexure - List of Full-Time Employees

S. No	Employee Name	Designation	Department	Date of Joining	Employee ID
1	[Name]	[Position]	[Dept]	[DD/MM/YYYY]	[ID]
2	[Name]	[Position]	[Dept]	[DD/MM/YYYY]	[ID]
			•••	•••	
N	[Name]	[Position]	[Dept]	[DD/MM/YYYY]	[ID]

**Note:** Additional rows may be added as needed.

#### Attachments:

1. CVs of Key Technical Personnel

E	nd of Document
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