

National e-Governance Services Limited

RFP. No: NESL/IU /2019/001

Date: 7th Aug, 2019

Request for Proposal
for

Providing IT Services for Maintenance and Support of the existing IU Software, Design, Development, Installation, Integration and Configuration of additional features and functionalities

Administrative Office:

National e-Governance Services Limited (NESL)

5th Floor, Spencer Towers,

86, M.G. Road,

Bengaluru – 560001

Phone: - 080 -25580360,

e-mail:- iurfp@nesl.co.in

RFP Schedule

RFP. No: NESL/IU/2019/001

Date: 07-Aug, 2019

Name of the company	National e-Governance Services Limited (NESL)
Date of Release of RFP	07-Aug, 2019
Last Date and Time of receiving pre-bid vendor queries in writing	14 th Aug, 2019, 1700 Hrs
Date and Place of Pre-bid Meeting	19 th Aug, 2019, 1100 Hrs National E-Governance Services Ltd 5 th Floor, Spencer Towers, 86, M.G. Road, Bengaluru – 560001
Last Date and Place of submission of Bids	9 th Sep, 2019, 1500 Hrs National E-Governance Services Ltd 5 th Floor, Spencer Towers, 86, M.G. Road, Bengaluru – 560001
Date, Time and Place of opening of Technical Bids	9 th Sep, 2019, 1700 Hrs National E-Governance Services Ltd 5 th Floor, Spencer Towers, 86, M.G. Road, Bengaluru – 560001
Date, Time and Place of Technical Presentation(tentative)	Will be informed later. National E-Governance Services Ltd 5 th Floor, Spencer Towers, 86, M.G. Road, Bengaluru – 560001
Date, Time and Place of opening of Commercial Bids (tentative)	Will be informed later. National E-Governance Services Ltd 5 th Floor, Spencer Towers, 86, M.G. Road, Bengaluru – 560001
Application Fee	Rs. 2360/- in the form of Demand Draft drawn in favour of NESL, payable at Bengaluru.
Contact Information	National E-Governance Services Limited 5 th Floor, Spencer Towers, 86, M.G. Road, Bengaluru – 560001 E-Mail : iurfp@nesl.co.in

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Section – I: Invitation for RFP

1. Background

National e-Governance Services Limited (NESL) is India's first Information Utility and is registered with the Insolvency and Bankruptcy Board of India (IBBI) under the aegis of the Insolvency and Bankruptcy Code, 2016 (IBC). The company has been set up by leading banks and public institutions and is incorporated as a union government company. The functions of an Information Utility include acceptance, authentication and storage of the financial information submitted to it and providing access to the information, subject to the provisions of the Code. In the process of accepting the financial information from Registered Users/Entities, National e-Governance Services Limited is also expected to get the data, financial information, documents authenticated by all the parties connected to the debt.

2. Scope

NESL invites proposals from eligible vendors for providing IT Services for Maintenance and Support of the existing IU Software and Design, Development, Installation, Integration and Configuration of additional features and functionalities (hereafter referred to as Services) as given in **Section – IV: Schedule of Requirements**.

The bidder is required to take over the existing project from the current vendor, along with the existing codes on 'as is where is' basis. The engagement will include project management, system integration activities, design, development, quality assurance testing, integration, post production support of new modules and maintenance/bug fixes for the existing functionalities in a Time & Material mode of engagement. MySQL Database Administration, such as DB backup and restore, performance tuning, upgrades and replication, and Linux System Administration (VM level management) such as, file system upkeep, support and maintenance activities will also be in the scope.

3. Contact Information

National e-Governance Services Limited
5th Floor, Spencer Towers,
86, M.G. Road,
Bengaluru – 560001
E-Mail: iurfp@nesl.co.in

4. Pre-Bid Meeting

The pre-bid meeting will be held at the address and on the dates as given in the RFP schedule above, to sort out/resolve queries raised by the prospective bidder regarding the scope, terms & conditions, etc. The prospective bidders requiring any clarification on the RFP document may send their queries in writing through email. NESL will respond to these queries during the pre-bid meeting. The queries/doubt/clarifications, etc., must be sent before the date and time given in the RFP schedule above. After the stipulated date and time, no queries would be entertained.

5. How to Apply

The documents as listed below (but not limited to) should be submitted in the four respective **SEALED** envelopes, as given below.

Envelope – 1:

- i. Demand Draft of Rs. 2360/- towards processing Fee (including GST).
- ii. Demand Draft or Bank Guarantee of Rs. 20,00,000/- (Rs. Twenty Lakh only) towards Earnest Money Deposit or valid exemption documents if any, towards exemption from payment of EMD.

Envelope – 2:

- a. Covering letter as per **Annexure – A**.
- b. Letter of Authority as per **Annexure – B**.
- c. A copy of Certificate of Incorporation, Partnership Deed / Memorandum and Articles of Association / any other equivalent document as applicable, showing date & place of incorporation and nature of business / activities.
- d. The copies of the audited Profit and Loss Account or a certificate from a Chartered Accountant, showing the annual turnover and profit for each of the financial years 2017-2018, 2016-2017 and 2015-2016.
- e. Copies of PAN and GST registration, MSME certificate if any.
- f. Statutory auditor's certificates in support of eligibility criteria sub-paras 2, 3, 4 and 5 of para 4, Section- II.
- g. Document/s showing bidder has development centre in Bengaluru and Mumbai.
- h. Other necessary documents in support of eligibility criteria (Section - II, para 4), product catalogues, brochures, etc.

Envelope – 3:

- a. List of clients for whom the bidder has developed and deployed the application software of similar nature, in last five years.

- b. The details of major application software/s developed and deployed by the bidder(details of maximum 5 softwares) in last five years, giving details like technology platform used, the scope, volume, spread of software, the size of data, number of transactions, speed / latency, key security features, etc.
- c. Copies of at least three supply orders / deployment reports along with auditor's certificate, in support of sub-para 5 of para 4 (Eligibility Criteria) in Section – II.
- d. Summary of Technical personnel on roll of the bidder, giving details of their educational qualifications (with specializations, if any), experience in the specific area as required for this project, etc. **(Annexure – C)**
- e. Technical Proposal including (but not limited to) understanding about the project, implementation Methodology, team composition, interactions / visits, Data safety/ security measures, Quality Control, modular structure, escalation hierarchy, technologies /platforms to be used and the requirements from NESL.
- f. The details required for technical evaluation of bids, pertaining to parameters mentioned on page 12 and 13 Section - II, at para 8.2 (tables A to D), in tabular form.
- g. Checklist of documents to be submitted, as per **Annexure - F**.

Envelope – 4:

The Price Bid as per format given in **Section - V**.

6. Submitting the Proposal:

All applications must be sent to the contact address as given in the RFP schedule. The applications should be in a sealed envelope. All the four envelopes should be put in a large outer envelope. The outer cover of the envelope should be sealed and super scribed with the following.

NESL: Offer for providing Services pertaining to Information Utility Software **RFP No. NESL/IU/2019/001, dated 07-Aug, 2019**

This submission should reach NESL on or before the last date of submission of RFP as given in the RFP schedule. **NESL will not take any liability** for proposals **received late**, for any reasons. If the last date for the receipt of applications mentioned above gets declared a Public Holiday, the last date will be the next working day.

7. Validity of Bids:

The bids submitted against this RFP shall be valid for a period of 180 days from the last date of submission mentioned in the RFP schedule

8. Last Date of submission of RFP Documents

Last date for submission of RFP documents is given in the RFP schedule. The documents can be submitted in person or can be sent through mail/ courier, so as to reach on or before the last date and time stipulated in this document. NESL shall not be responsible for postal / courier delay, if any, or any other reason for non-receipt of document in the specified time and will result in disqualification / rejection of the bid.

9. Opening of RFP Documents

The RFP Documents will be opened, in the presence of the bidders or their authorized representatives, who choose to attend, on the date as given in RFP schedule, at the address given at para 2 above. The representatives (maximum two, with an authority letter from the applicant) of interested parties are welcome to attend the opening of the RFP documents.

(End of Section -I)

Section- II: Instructions to Bidders (ITB)

1. Locations for providing services and for Deployment of technology platform:

The bidder is required to provide the services primarily from NESL Bengaluru and Mumbai locations. However, at the discretion of NESL some of the services may be provided from off-site locations of the bidder either at Bengaluru or Mumbai. The deployments will be at data centres of NESL currently at Hyderabad and Mumbai.

2. Project Duration:

NESL will release an order on successful bidder for the activity of Maintenance and Support of the existing IU Software and Design, Development, Installation, Integration and Configuration of additional features and functionalities, initially for a period of Three years from the date of release of order.

However, NESL reserves the right to extend this period by another 2 years (maximum), for the said activities with the prices as quoted by the bidder as given in Section – V, Phase – 2, keeping other terms and conditions unchanged.

3. Order Placements:

The Supply Order and payments shall be released by:

National E-Governance Services Limited (NESL),
5th Floor, Spencer Towers,
86, M.G. Road,
Bengaluru – 560001
Phone- 080 -25580360, E-Mail: iurfp@nesl.co.in

4. Eligibility Criteria:

The bidder on his own must satisfy the eligibility criteria stipulated below. However, fulfilling the eligibility criteria does not automatically mean that their bid is qualified.

1. The financial instruments pertaining to Tender Document fee and EMD must be submitted, as stipulated in this document.

2. The annual sales turnover of bidder pertaining to 'Application Software Development, Support and Maintenance projects only' should be at least Rs.50 Cr. for last three financial years.
3. The bidder must have at least 5 years of experience in the area of development of software and providing IT services, etc. to clients from banking and financial sector.
4. The bidder should be a profit making company (profit after tax) in at least three of the last five financial years.
5. The bidder must have at least three institutions from Banking and Financial Services sector as their clients. Statutory auditor's certificate to this effect must be submitted by the bidder. (Please refer parameter A of QCBS, page 12)
6. The bidder must have the minimum number of personnel on their roll as given in column E of **Annexure – C**.
7. The total number of technical personnel on the roll of bidder currently working on development of project pertaining to BFS area must be 100 (minimum), as on date of submitting the bid.
8. The personnel to be deployed on the IU project must be on the roll of the bidder as on date of submission of bid.
9. The bidder must have development Centres at Bengaluru and Mumbai. The bidder shall enclose the relevant documents in support of this requirement, indicating local address and contact number. The bidder must arrange to provide the required on-site services from NESL office at Bengaluru or Mumbai or both, as decided by NESL. However, the off-site services must be provided from bidder's development centre at Bengaluru / Mumbai, as required by NESL.
10. The IPR of the software developed shall vest with NESL perpetually. The bidder must submit an undertaking to this effect as per format given in **Annexure - A**.
11. The bidder must have developed at least three projects on open source platform, versatile in developing API, microservices with focus on data security, in last 5 years. The relevant documents in support of this requirement should be submitted along with the technical proposal listed at para 5, Envelope 3. Section - I. (Please refer parameter B of QCBS, page 12)
12. The bidder must not be blacklisted/suspended by IBBI/RBI/UIDAI/Financial/Educational/Govt. Organizations or debarred from bidding process, as on date of submission of the bids.

Notes:

1. The bidders should provide sufficient documentary evidence to support the eligibility criteria. NESL reserves the right to reject any bid not fulfilling the eligibility criteria.
2. If in the view of bidder, any exemption / relaxation is applicable to them from any of the eligibility requirements, under any Rules / process/ Guidelines/ Directives of Government of India, bidder may submit their claim for the applicable exemption /relaxation, quoting the valid Rule/ process/ Guidelines/ Directives. In this case the bidder must submit necessary and sufficient documents along with the technical bid, in support of his claim. The decision pertaining to granting any exemption / concession to any of the eligibility requirement shall be taken by the bid evaluation committee which is empowered to take appropriate decision in this regard.
3. For the bidder to become eligible, all the eligibility criteria mentioned above must be satisfied by the bidder. The eligibility documents pertaining to the bidding entity only the will be

considered for evaluation. The bidding entity cannot claim eligibility (in part or full) based on eligibility documents pertaining to any third party other than bidder.

5. Amendment to Bidding Documents

- a. At any time prior to the deadline for submission of bids, NESL may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document.
- b. The amendments to the RFP documents, if any, will be notified by release of Corrigendum Notice on <https://nesl.co.in/tenders/> against this RFP. The prospective bidders are advised to take due note of the amendments/ modifications while submitting their bids.
- c. If the bid document undergoes changes during the bidding period, NESL may extend the last date of submission of bids, in order to give prospective bidders reasonable time to take into consideration the amendments while preparing their bids. Also, NESL at its discretion may extend the deadline for the submission of bids if it thinks necessary to do so.
- d. The bidder may modify, withdraw or re-submit its bid, before the last date and time of submission of bids.

6. Preparation of Bids

Bidder should avoid, as far as possible, corrections, overwriting, erasures or postscripts in the bid documents. In case however, any corrections, overwriting, erasures or postscripts have to be made in the bids, they should be supported by dated signatures of the same authorized person signing the bid documents. However, bidder shall not be entitled to amend/ add/ delete/ correct the clauses mentioned in the entire tender document.

7. Earnest Money Deposit (EMD)

- a. The Earnest Money Deposit (EMD) must be submitted prior to the DUE DATE & TIME of submission of the online technical bid. The EMD is required to be in the form of Demand Draft/ Banker's Cheque/ Bank Guarantee in favour of National E-Governance Services Ltd, payable at Bengaluru, India, for an amount of Rs. 20,00,000/- (Rupees Twenty Lakh only). If bidder chooses to submit EMD in the form of Bank Guarantee, the same must be submitted in the format given at **Annexure – D**.
- b. The bidder may claim the exemption from submission of EMD, if eligible. In this case, the bidder must clearly mention the applicable Rule/ Law / Provision under which the exemption is being claimed. The bidder must also submit the necessary and sufficient current and valid documents in support of this claim. The Bid Evaluation Committee of NESL is empowered to decide on grant of exemption on merit, whose decision on the same shall be final and binding on the bidder. The bid submitted without EMD or valid exemption documents shall stand rejected. No interest shall be payable on EMD.
- c. The EMD will be returned to the bidder(s) whose offer is not accepted, within 30 days from the date of finalization of successful bidder. In case of the bidder whose offer is accepted, the EMD will be returned within three months from the date of placement of order. No interest on EMD will be payable to the bidder.

- d. NESL reserves the right to forfeit the EMD, if,
 - i. The bidder withdraws the bid during the period of bid validity specified in the RFP.
 - ii. The successful bidder fails to furnish the acceptance in writing, within 15 days of placement of order.
 - iii. The successful bidder fails to deploy the required manpower within 30 days from the date of placement of order, for providing the services as stipulated in the order.

8. Bid Opening & Evaluation of Bids

The bids will be evaluated in following manner.

- 8.1 The bids will be examined based on eligibility criteria stipulated at Para 4 of Section – II to determine the eligible bidders.
- 8.2 The technical bids of only the eligible bidders shall be further evaluated based on Four technical parameters stipulated at tables A to D given below.

Parameter A: Banking and Financial Institutions as clients:

Sr. No.	Number of Banking, Financial Service Institutions as clients	Marks
1	3	9
2	4	10
3	5	12
4	6	14
5	More than 6	15

Parameter B: Experience in development of API , microservices based platform using Open Source with focus on data security:

Sr. No.	No of such softwares developed by the bidder in last 5 years	Marks
1	3	9
2	4	10
3	5	12
4	6	14
5	More than 6	15

Parameter C: Technical Personnel working on development of applications pertaining to BFS area

Sr. No	Number of technical personnel currently working on development of applications pertaining to BFS area	Marks
1	100 to 200	12
2	201 – 300	14
3	301 – 400	16
4	401 – 500	18
5	More than 500	20

Parameter D: Technical Presentation:

Sr. No	Evaluation Parameters	Marks
1	<p>The technical features of the applications developed by the bidder in the last 5 years and shall provide details covering the following areas:</p> <ul style="list-style-type: none"> ● Utilization of Open Source Software ● Data Security features implemented ● External APIs used ● Microservices, Containers ● Scalability of the Platforms pertaining to total transactions and concurrent transactions/users, request/response time, etc. ● Availability of the Platforms ● Commercial Software Licenses used ● Deployment in Cloud Infrastructure ● Code Size of Software developed and size of database handled <p>The project team assigned for the implementation of IU requirements, must have the above listed skills / expertise. The appropriate data, details, documents, references from clients, etc., in support of claims, expertise of the bidder will be appreciated.</p> <p>The bidder should present details of a case study closest to NESL requirements.</p>	20
2	Quality of technical proposal as assessed by the Committee	10
3	Assessment by the Committee based on clarifications and quality of response and answers to queries during presentation	20

- 8.3 The duly constituted Bid Evaluation Committee (BEC) shall evaluate the bids. The BEC shall be empowered to take appropriate decisions on minor deviations, if any.
- 8.4 Only the bidders securing minimum 60 % marks for each of the technical parameters A to C stipulated above, shall qualify for further evaluation, as per para 8.5 and 8.6 below.
- 8.5 NESL reserves the right to invite not more than five top ranking qualified bidders for technical presentation, on the basis of marks secured by them for parameters A to C above.
- 8.6 The bidders securing more than 70 marks (aggregate) for the parameters A to D above, will qualify for opening of their commercial bids. The Technical Score (TS) secured by each qualified bidder shall be informed to the bidders present during the commercial bids opening meeting. The date and venue of the commercial bids opening will be informed separately.
- 8.7 The bidder's name, bid prices, discounts and such other details considered as appropriate by NESL, will be announced at the time of opening of the commercial bids.
- 8.8 The financial score (FS) will be calculated by comparing the price quoted by each bidder with the lowest price quoted. The example given at para 9 below illustrates the method of calculating the Technical Score (TS), Financial Score (FS) and Combined Technical and Financial Score (CTFS).

9 Comparison of Bids

- 9.1 The Combined Technical and Financial Score (CTFS) will be calculated by assigning the weightage in proportion of 70:30 (70 % weightage for Technical parameters and 30 % weightage for price).
- 9.2 The Combined Technical and Financial Score (CTFS) only will be considered for comparison of bids and for deciding the bidder securing highest score.
- 9.3 An illustrative example for CTFS is given below.

Stage 1: Technical Score:

Bidder details	Total Technical Score for parameters 8.2(A to D)
Bidder 1	90
Bidder 2	85
Bidder 3	65
Bidder 4	75
Bidder 5	80

Bidder 3 will be disqualified as the total technical score is below 70.

Stage 2: Prices Quoted: The total charges quoted for five years as per tables given at Section - V,(Phase 1 + Phase 2) excluding taxes will be considered for calculating Financial Score.

Bidder details	Price Quoted (Rs. Lakh)
Bidder 1	400

Bidder 2	325
Bidder4	300
Bidder 5	350

Stage 3: Conversion of Financial Bid amount to financial score

Bidder details	Financial Score (LFB/F)*100)	FS
Bidder 1	$(300/400)*100= 75$	75
Bidder 2	$(300/325)*100 =$	92.3
Bidder 4	$(300/300)*100 = 100$	100
Bidder 5	$(300/350)*100 = 85.71$	85.71

LFB= Lowest Financial Bid, F = Financial Bid, FS = Financial Score

Stage 4: Combined Technical and Financial Score (CTFS) with Weightage 70:30

Bidder Details	Weightage of 70 % for Technical Score & 30 % for Financial Score	CTFS	Rank of the Bidder
Bidder 1	70% of 90 + 30 % of 75	$63 + 22.5 = 85.5$	2
Bidder 2	70 % of 85 + 30 % of 92.3	$59.5 + 27.69 = 87.19$	1
Bidder 4	70 % of 75 + 30 % of 100	$52.5 + 30 = 82.5$	3
Bidder 5	70 % of 80 +30 % of 85.71	$56 + 25.71 = 81.71$	4

10 Comparison With Existing Arrangement

The prospective bidders may please note that NESL is currently having a contractual arrangement with an agency to carry-out the development and deployment of required software. After evaluating the bids, NESL shall compare the prices for Phase -1 (Table -1 Section – V) quoted by the top ranking bidder, with those payable under existing contract. In case it is observed that the existing charges including the transition charges work out to be less than the prices quoted by the top ranking bidder, NESL reserves the right to cancel this tender and continue with the existing arrangement.

11 Placement of Order/s

NESL will place order/s with the bidder securing highest CTFS, for providing required services.

However, NESL reserves the right and has sole discretion to reject the bid securing highest Combined Technical and Financial Score (CTFS).

In case, more than one bidders secure same Combined Technical and Financial Score (CTFS), NESL reserves the right to place order on the bidder having higher turnover in last financial year i.e. 2017-2018.

NESL reserves the right to place order/s on the sole bidder or the sole qualified bidder.

The order/s will be based on unit prices i.e. Person-month charges quoted by the successful bidder as per Section - V: Price Bid. The order/s will indicate the skill set (i.e. area of expertise) and quantum of required person-months, with unit prices as stipulated in the price bid.

Before placement of order, the successful bidder is required to sign a Service Agreement (SA), a Mutual Non-Disclosure Agreement (MNDA), Deed of Indemnity with NESL and any such agreements as required. The terms and conditions of these agreements would be mutually decided, before placement of order/s.

12 Purchaser's Right to amend / cancel

NESL reserves the right to amend the eligibility criteria, commercial terms & conditions, Scope of Supply, technical specifications, etc., before the last date of submission of bids. The prospective bidders are advised to take due note of the amendments/ modifications while submitting their bids. NESL reserves the right to cancel the entire tender without assigning any reasons thereof.

13 Corrupt or Fraudulent Practices

It is expected that the bidders who wish to bid for this project have highest standards of ethics. NESL will reject bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this RFP.

14 Interpretation of the clauses in the RFP Document

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this RFP Document, the interpretation of the clauses by MD & CEO, NESL shall be final and binding on all parties.

(End of Section - II)

Section – III: Special Conditions of Contract (SCC)

1. Price:

- 1.1 Bidder must quote in INR only and as per the table formats given in **Section – V**.
- 1.2 The prices quoted must be inclusive of statutory payments like Employees Provident Fund, bonus, ESI, allowances, etc., as applicable.
- 1.3 The prices quoted must be inclusive of allowances like transport, conveyance, lodging/boarding etc., - as applicable.
- 1.4 The exact rate and amount of GST currently applicable must be mentioned in the 'Price Bid format'. The statutory taxes and duties applicable at the time of completion of activity shall be applicable. NESL will not issue any exemption certificate.
- 1.5 The bidder should exercise utmost care to quote the correct percentage of applicable GST. In case, due to any error/ oversight, the GST rate quoted by the bidder is different than the actual GST rate as per the tariff, the bidder will not be permitted to rectify the error/oversight. The orders/ contract will be placed with the GST rate quoted by the bidder or actual tariff rate, whichever is LOWER. The difference amount payable, if any, between the quoted GST rate and actual tariff rate shall be borne by the bidder **by adjustment in the basic price**.

2 Completeness Responsibility:

Notwithstanding the scope of work, supply and services stated in bid document, engineering or technical services which might not be even specifically mentioned under the scope of supply of the bidder and which are not expressly excluded there from but which – in view of the bidder - are necessary for the performance in accordance with the specifications are treated to be included in the bid and has to be performed by bidder. The services which are over & above the scope of supply specified in the Schedule of Requirements may be marked as “Additional Items” in Section - V.

3. Change Orders

3.1 The Vendor agrees that the requirements given in the RFP, are broad requirements and are in no way exhaustive and may be modified at the sole discretion of NESL.

3.2 It shall be the responsibility of the Vendor to provide the manpower having required qualifications and experience as stipulated in Section - V. The bidder will ensure that the manpower deployed on this project shall update their technical skills in accordance with technological advancements, if necessitated by the project requirements. This updating shall be carried out without a Change Order and without any time and cost effect to NESL.

3.3 During execution of project, NESL and selected bidder will mutually arrive at the person-months required for completion of an activity (a module or service, functionality or a feature). This estimate shall be reasonable. The selected vendor is expected to complete the assigned activity in estimated and agreed person-months. If, for the reasons attributed to the vendor, the said activity is not completed as planned within agreed estimate, the vendor shall arrange to complete same by deploying additional person-months for completing the activity, at no extra cost to NESL. In this case no change order will be issued.

3.4 After award of contract during the execution phase, if project requires manpower having skill sets or area of expertise other than that mentioned in Section - V, NESL may formally ask the selected bidder to quote the charges for this requirement. It is expected that the charges to be quoted by bidder for this requirement are reasonable and comparable with those already quoted for man power with similar length of experience. NESL reserves the right to negotiate these charges. In this case, NESL shall initiate an appropriate change order process.

4. Selection of Personnel:

NESL may evaluate the performance of the deployed resource any time before and/or during the project execution. NESL reserves the right to select the persons to be deployed on the project through a structured procedure like written test and/or personal interview by experts from NESL.

5. Knowledge Transfer

In case it becomes necessary to change/ replace any of the persons deployed on the project, the normal period for knowledge transfer or hand over of charge (from existing person to incoming person) shall not be more than 10 working days. This process of transfer or hand over may be due to some reasons attributed to the supplier or may be initiated by NESL as result of unsatisfactory performance of personnel deployed. In either case, the process shall be carried out by supplier at no extra cost to NESL.

During the execution of project, if it becomes essential to hand over the project activities to another entity, the supplier shall have no objection for same and shall transfer the essential information, knowledge, documents, etc. to the new entity in entirety and in a faithful manner within a transition period of max. 30 days. The reasonable efforts put-in by the supplier till this transfer will be considered by NESL for calculating the amount payable.

6. Warranty:

6.1 The supplier shall warrant that the software developed and deployed shall be free from all defects and faults, shall be of the highest grade and consistent with the established and generally accepted standards of the type ordered and shall perform in full conformity with the requirements and technical diagrams as given by NESL from time to time.

The supplier shall be responsible for any defect that may develop, arising from faulty algorithms/design, errors, bugs, inadequate quality to meet requirements and/or otherwise, and for any other reason attributed to the supplier. In any of these cases, the supplier shall remedy such defects/bugs at his own cost when called upon to do so by NESL, who shall state in writing the nature of such defect/bug or faulty functionality of the software.

6.2 Supplier shall have no liability in the case of breach of the above warranties due to

- (i) Use of the Deliverables by NESL on any environment (hardware or software) other than the environment stipulated in this RFP.
- (ii) Use - either in combination or isolation, of some or all of the Deliverables by NESL, other than that stipulated in this RFP.

- 6.3 In case of breach of this warranty by the supplier, NESL shall have the right to obtain from the supplier:
- a. the re-performance of the service or the correction or replacement of the affected deliverable that provides similar functionality or
 - b. if both parties mutually determine that such remedies are not practicable, a refund of the project fees allocable to that portion of the Deliverable will be due to NESL if already paid by NESL.
- 6.4 NESL warrants that all software, information, data, materials, and other assistance (“Customer Materials”) provided by it to the supplier will not infringe the intellectual property rights of any third parties. Further, NESL has the rights and is otherwise authorized to deliver the Customer Material and to grant the rights and licenses to the supplier as contemplated in the RFP/Agreement

7. Performance Security:

- 7.1 The vendor shall be required to furnish the Performance Security towards the successful and satisfactory performance of the software developed and/ or deployed, as per the requirements stipulated in this document and towards the warranty support as per Para 5 above.
- 7.2 This security shall be in the form of a Bank Guarantee as per format given in **Annexure – E**, for an amount equivalent to 10 % of the amount of Table -1, Section – V. This Bank Guarantee must be negotiable at any branch in India, apart from branch issuing the bank guarantee.
- 7.3 The Bank Guarantee should be valid over entire period of contract/ order.
- 7.4 In case of no performance / warranty claims towards the developed/ deployed software, the Bank Guarantee will be returned, at the discretion of NeSL after the claim period under the bank guarantee.

8. Inspection and Acceptance Criteria:

- 8.1 On completion of development of modules, functionalities, artefacts, etc, by the supplier, NESL shall assess whether the said developmental work meets/complies with the requisite features, outcomes, etc. as stipulated in SoW and revert with feedback within 21 days after each such development by the supplier. If no feedback/communication is sent to supplier, NESL accepts responsibility for delay in the project schedule. If any module, functionality, artefact, etc., fails to fulfil the requirements, NESL will give a notice to the supplier, setting forth details of such defects or failure and the supplier shall modify the modules, functionalities, artefacts, etc., to comply with the requirements forthwith and in any case within a period not exceeding 15 days of the report. When the intended functionality of the modules, functionalities, artefacts, etc., called for have been successfully carried out, the authorised representative of NESL will issue an Acceptance Certificate, normally within two weeks of successful completion of tests/study, including the security audit of the application, if required.
- 8.2. Nothing in Clause 6.1 as above shall in any way release the supplier from any warranty, penalty or other obligations under this RFP.

9. Payments:

The supplier can raise invoices towards the services provided by them, at the end of every month. The supplier should raise invoice as per the details agreed upon mutually in the SoW and on approval of NESL.

For reasonable estimation of person-months deployed on the project, NESL may use the data of the deployed personnel, from biometric attendance system installed at NESL. For estimation of off-site person-months, the supplier should make available the attendance data from their own attendance system.

NESL team will make a reasonable assessment of person-months put-in by the supplier. The actual person-months and the work output will be compared with that agreed by the supplier vide the SoW for estimating the payable amount.

100 % of the payable amount thus calculated will be paid within 60 days from the date of submission of invoice.

The recoveries and/ or penalties - if any, will be recovered from amount payable to supplier.

10. Penalties:

10.1 The vendor will be required to sign Statement of Work (SOW) with NESL team for individual activity, module, functionality or artefact of the required IT Services before commencement of activity. Along with the work details, the SOW will also stipulate a reasonable estimate of person-month for an activity, module, functionality or an artefact. However, for the reasons attributed to vendor, if the assigned activity, module, functionality or an artefact could not be completed in person-months as agreed in SOW, the vendor will deploy additional person-month(or part thereof) to complete the said activity at no extra charges. In this case personnel deployed by vendor may be required to work on holidays, weekends and off hours based on exigencies.

10.2 The delay in support, development / deployment arising out of conditions of Force Majeure and for the delay attributed to the NESL will not be considered for the purpose of calculating penalties.

10.3 Any loss incurred by NESL due to penalties or other charges imposed by regulatory authorities, such as, IBBI , UIDAI and CCA for non-compliance by the application system of their requirements or for breach of any rule, for the reasons attributed to supplier, the same will be recovered in to-to from the amounts payable to the supplier. However, such recoveries, if any, will be limited to 10 % of the total amount of Column H of Phase 1 Section – V, i.e. the total estimated charges quoted by the bidder for Phase 1.

11. Jurisdiction

The disputes, legal matters, court matters, if any shall be subject to Bengaluru jurisdiction only.

12. Force Majeure:

NESL may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations as stipulated in the Order, is the result of a Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, fire, storms etc.), acts of states / state agencies, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises or any other act beyond control of the bidder.

13. Arbitration:

In case any dispute arises between NESL and successful bidder with respect to this RFP, including its interpretation, implementation or alleged material breach of any of its provisions both the Parties hereto shall endeavour to settle such dispute amicably. If the Parties fail to bring about an amicable settlement within a period of 30 (thirty) days, dispute shall be referred to the sole arbitrator mutually agreed and appointed by both parties. If the sole arbitrator is not appointed mutually by both the parties, then the District Court Bengaluru shall have exclusive jurisdiction for appointment of sole arbitrator through court. Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under, or any legislative amendment or modification made thereto. The venue of the arbitration shall be Bengaluru. The award given by the arbitrator shall be final and binding on the Parties.

14. Limitation of Liability:

The liability of the supplier arising out of breach of any terms/conditions of the RFP / contract/work order and addendums/amendments thereto, misconduct, wilful default will be limited to 10 % of the total amount of Column H of Phase 1 Section – V, i.e. the total estimated charges quoted by the supplier for Phase 1. However, liability of the supplier in case of death/injury/damage caused to the personnel/property of NESL, due to/arising out of/incidental to any act/omission/default/deficiency of supplier, will be at actuals. Also, liability of supplier pertaining to claims/ demands by Government agencies, regulatory authorities or third party for losses, penalties, if any, arising in connection with Contract/order shall be limited to 10 % of the total amount of Column H of Phase 1 Section – V, i.e. the total estimated charges quoted by the supplier for Phase 1, provided the reasons for said claims/ demands are attributed to the supplier.

15. Termination:

Validity of order will remain till fulfilment of all obligations pertaining to development and successful deployment of software including (but not limited to) providing comprehensive warranty, support and maintenance for the period stipulated in the Order. The successful bidder must acknowledge and agree that the activities of providing Services as per agreed terms for the development and deployment of IU software are of paramount importance and matter of immense reputation/pride to nation and NESL. Hence timely performance of all obligations is essence of the Order. Therefore, in case of substantial delay in providing the stipulated services, and /or defect/under or non- performance pertaining to the services /products supplied by the bidder, NESL will give written notice to the bidder requesting to set the things right within 60 days of notice. If bidder substantially fails to comply with the requirements, NESL shall have the

right to terminate the order/s, provided such delay is solely and entirely attributable to the Bidder. The successful bidder may terminate the Service Agreement /Order by at least 30 days' written notice, in the event of non-payment of undisputed invoices for 90 days from the due date. NESL reserves the right to terminate the contract / cancel order with or without cause / reason by giving 60 days' notice to the successful bidder. Notwithstanding the contents of this clause, the provisions of clause 2, Section - II (Project Duration), Clause 6, Section - III (Inspection and Acceptance Criteria)) and Clause 8, Section - III (Penalties) shall be applicable.

16. Indemnity:

Supplier may please note that, NESL shall neither be the Employer of nor shall it be deemed to be the principal employer of any persons to be deployed by the supplier towards the service rendered and shall not in any manner be responsible for any act, omission or commissions by the supplier, the manpower deployed for this project or by his employees, in respect of any noncompliance of all or any labour and other laws statutory notifications, relevant rules and regulations applicable to the provision of Provident Fund and ESIC of the persons engaged by the supplier and no claim in the respect shall lie against NESL. The supplier shall keep indemnified NESL for any such claim raised by employees of the supplier.

It may be expressly understood that the relationship between the parties hereto is as Principal – to – Principal and the supplier shall not be an agent of NESL for any purpose whatsoever, and shall not represent or hold himself out as such to any person/s.

The supplier shall save, indemnify and hold harmless NESL from any third party Govt. Claims, losses, penalties, if any, arising in connection with this Contract.

17. Assignment:

The supplier shall not assign, delegate or otherwise deal with any of its rights or obligation under this Contract without prior written permission of NESL. The permission shall not be unreasonably withheld by NESL.

If any time after award of order, for any reason, NESL decides to assign the work (remaining work or part of it) to third party, the vendor should cooperate with NESL by passing on all the relevant, complete and truthful details pertaining to the work, ensuring smooth transition.

18. Severability:

If any provision of this Contract is determined to be invalid or unenforceable, it will be deemed to be modified to the minimum extent necessary to be valid and enforceable. If it cannot be so modified, it will be deleted and the deletion will not affect the validity or enforceability of any other provision.

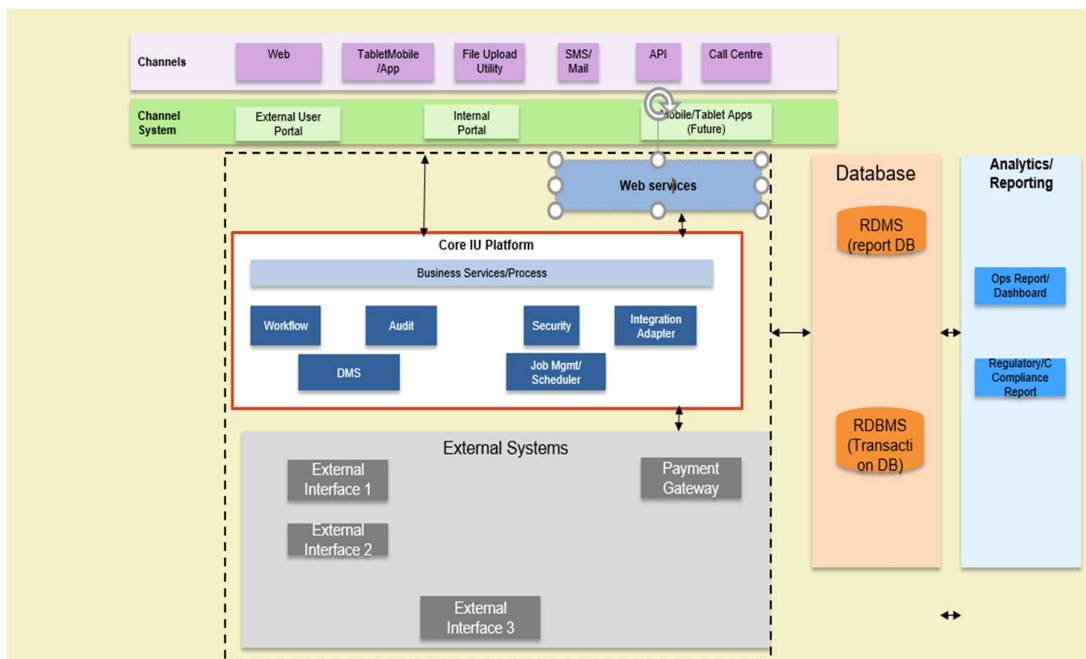
(End of Section - III)

Section – IV: Schedule of Requirements

1. Scope:

- 1.1 The scope of services to be provided by the supplier covers IT Services for Maintenance and Support of the existing IU Software and Design, Development, Installation, Integration and Configuration of additional features and functionalities.
- 1.2 The engagement will include project management, system integration activities, design, development, quality assurance testing, integration, post production support of new modules and maintenance/bug fixes for the existing functionalities etc, in a Time & Material mode of engagement.
- 1.3 MySQL Database Administration, such as DB backup and restore, performance tuning, upgrades and replication, and Linux System Administration (VM level management) such as, file system upkeep, support and maintenance activities will be in the scope of the supplier.
- 1.4 Conducting and successfully completing non-functional tests like regression test, stress test, application security test, sorting out performance issues with SQL queries etc., will be the responsibility of the supplier and any deficiency in this regard should be fixed by the supplier at no cost to NeSL.
- 1.5 The supplier will be required to sign a Statement of Work (SOW) with NESL team for individual activity, module, functionality or artefact of the required IT Services (Please refer para 6,7 and 8, Section - III, para 11, Section - IV. The supplier will be required to provide the services in terms of man-months as stipulated in SoW. After the completion of an activity / module, the manpower deployed for that activity/ module should be taken back by the supplier or re-deployed for other activity/ module, as required.
- 1.6 The supplier should ensure that services to be provided shall comply with technical specifications, features, functionalities, etc., detailed below.

2. Overall Technical Architecture



3. Platform Details - Database, development language

Sl. No.	Layer	
1	MVC	Custom Build on Java/J2EE, MVC Spring Framework
2	Application Server	Jboss
3	Web Server	Nginx
4	RDBMS	MySQL
5	DMS	Customized module
6	Report	Jasper Soft
7	API Gateway	Open source /Custom
8	Messaging	JMS/Kafka
9	ORM	Hibernate

4. Code Complexity

Lines of Code: 80,000 (approx.)

Functions: 6000 (approx.)

Java Classes: 400 (approx.)

5. Adherence to IBBI Technical Standards and other policies

Adherence to IBBI Technical Standards [2] under Technical Standards Guidelines under IU Regulations

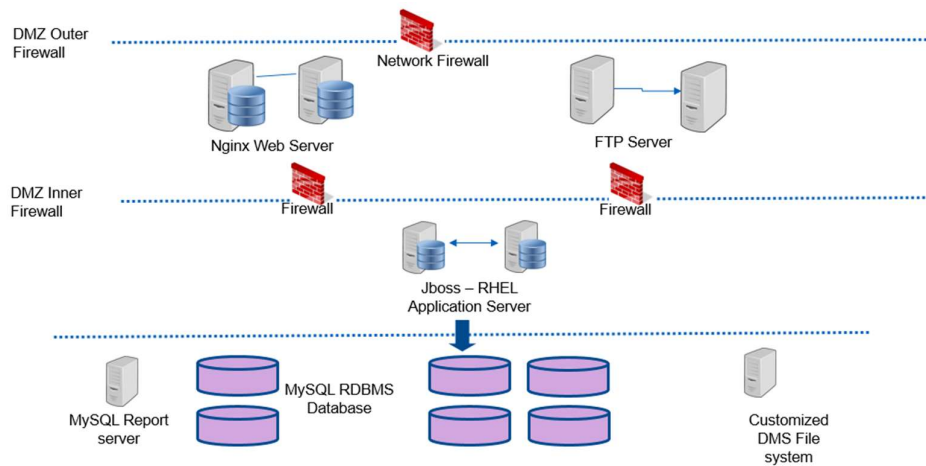
6. External APIs

Existing platform has interface to e-Sign API, SMS API, Mail API, etc.

7. Infrastructure Deployed - Cloud, DC, DR

Platform is deployed on a cloud infrastructure having DC and DR.

8. Indicative Infrastructure Deployment



9. Development Methodology

Scrum Model of Agile Methodology

Vendor resources should make themselves available for Scrum meetings

Vendor to follow prescribed Coding standards

10. Business Analysis

- Vendor should write requirements in User Story format
- Vendor should provide User / Operational Manual post-delivery

11. Project Management and delivery based on SOW/SLA for development, maintenance, upgrades, support, data migration

- Incremental Item is delivered for UAT post completion of Sprint
- Developer to integrate code in SVN (code repository)
- Configuration team to support creating & deployment of war files in higher environment
- UAT Support to be provided by Development team as per SLA
- DBA to support maintenance of DB, performance tuning, data Migration activities and any other DB administration activities
- Monitoring team to monitor Server health and generate notifications whenever required

12. Quality Assurance

- QA testing is to be done by VENDOR which is part of Development team.
- QA testing is done sequentially to Development, and the QA test sprint will depend on size of User Story
- Team has to implement Test Automation using Selenium for Regression tests
- Vendor should write Test Cases and maintain Requirements Traceability Matrix
- Post Sign-off provided by QA, UAT team will take up testing

13. Escalation Matrix

Vendor to provide the following escalation matrix for the delivery team:

- 1st Level Escalation:
- 2nd Level Escalation:
- 3rd Level Escalation:

14. Documentations

Below is the list of documents which are used in the project. All the documents follow a maker checker approach with development team being the Maker and NESL Team being the Checker.

Sr. No	Document Name	Responsible Unit
1	Business Case	NESL
2	User Stories	VENDOR
3	User/Operational Manual	VENDOR
4	Test Cases	VENDOR
5	Technical Architecture	VENDOR/NESL

15. Data Security Standards to be followed

Should follow the Technical Standards prescribed by IBBI [2] and other best practices for data security.

16. Performance tuning

The vendor will perform exhaustive System Testing using its own dedicated testing team and have sufficient hand-shake with appointed testing vendor (if any) for allied systems and business users to obtain User Acceptance sign-off on the deliveries made

17. Supporting external and internal audits

Periodic audits would be conducted by NESL. Vendor should support the same as per mutual understanding with NESL

18. Supporting BCP/DR drill

Vendor should support BCP/DR Drill activities.

19. References

1. IBBI IU Regulations
<https://ibbi.gov.in/webadmin/pdf/legalframework/2018/Oct/PDF%20upto%2011.10.2018%20I%20Regulations%2018-10-21%2015:31:34.pdf>
2. IBBI Technical Standards Guidelines:
<https://ibbi.gov.in/webadmin/pdf/legalframework/2017/Dec/FINAL%20STANDARDS%20GUIDE%20LINES%2013.12.2017%2017-12-13%2021:37:39.pdf>
3. A good guideline for managing security in REST APIs is provided by the OWASP (Open Web Application Security Project) community:
https://www.owasp.org/index.php/REST_Security_Cheat_Sheet
4. Electronic Consent Framework, Technology Specifications:
<http://dla.gov.in/sites/default/files/pdf/MeitY-Consent-Tech-Framework%20v1.1.pdf>
5. e-Sign specifications:
<http://www.cca.gov.in/cca/?q=eSign.html>
6. Secure coding guidelines:
https://wiki.mozilla.org/WebAppSec/Secure_Coding_Guidelines#Password_Storage
7. Usability Guidelines for web applications
<https://www.designprinciplesftw.com/collections/10-usability-heuristics-for-user-interfacedesign>
8. Usability Guidelines for mobile applications
<https://developer.apple.com/carplay/human-interface-guidelines/overview/introduction/>
<https://developer.android.com/design/get-started/principles.html>
9. Accessibility Guidelines
<https://www.w3.org/WAI/intro/wcag>
<https://www.w3.org/standards/webdesign/accessibility>
<http://goidirectory.nic.in/accessibilityfeatures.php>
<http://digitalindia.gov.in/content/accessibility-statement>
10. Accessibility Guidelines for mobile applications
<https://www.w3.org/WAI/mobile/>
<https://www.w3.org/TR/mobile-accessibility-mapping/>

(End of Section – IV)

Section – V: Price Bid Format

Manpower Charges for providing the required services towards Software Development for NESL and its Subsidiaries

1. Manpower charges for providing the required services towards software development must be provided as per the details given in the table below.
2. The charges to be quoted in table given below must remain firm for the period of at least three years. The charges for next two years (4th and 5th year) should not be more than 15 % of the respective charges quoted for first three years.
3. The total charges for five years (Phase 1 + Phase 2) will be considered for comparison and calculating Lowest quoted bidder.
4. The estimated person-months for completing the required IT services as per scope given in Section - IV, is stipulated in column no. **F** and **G** in the table below. The actual number of person-months may vary depending upon the project requirements. The pro-rata person-month charges shall be payable on the basis of actual work duration of respective personnel.
5. The charges quoted must be inclusive of all facilities, allowances, and benefits, as applicable to the personnel deployed for this project.
6. The charges quoted should be based on 176 working hours per person per month, excluding lunch hours. No over-time allowance will be paid.
7. Bidders are required to quote the monthly onsite and offsite charges per person, in columns D and E respectively.
8. The total of Column H will be added for evaluating and comparing the Financial Bids.

Table 1: Phase 1 – For First Three Years

Sr. No.	Area of Expertise / Skill set	Educational Qualification (min.)	Relevant Work Exp. -years (min.)	Monthly Charges - Per Person (on site) -Rs.	Monthly Charges - Per Person (off site) - Rs.	Estimated person-months - on-site	Estimated person-months off-site	Amount Rs. (Per person month charge x est. person months)
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	H = (D*F+ E*G)
1	User Experience Design (UX)	B.Sc./B.E./B.T ech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT	10+			2	2	
2	UI Developer	B.Sc./B.E./B.T ech. in CS/ IT/ ECE/ EEE, MCA, M.Sc.	5+			2	2	

		CS/IT						
3	Java Developer	B.E./B.Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT	2 - 5			60	60	
4	Java Developer (Senior)	B.E./B.Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT	5+			24	24	
5	Principal Architect	B.E./B.Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT	12+			6	6	
6	DevOps Lead	B.E./B.Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT	10+			12	12	
7	Information Security Expert	B.E./B.Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT	10+			5	5	
8	Test engineers with Automation Expertise	B.Sc./B.E./B.Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT	2-5			36	36	
9	Senior Test engineers with Automation Expertise(	B.Sc./B.E./B.Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT	5+			12	12	
10	MySQL DBA (Core)	B.E./B.Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT	2-5			12	12	
11	MySQL DBA (Apps)	/B.E./B.Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT	2-5			12	12	
12	Senior MySQL DBA (Core)	B.E./B.Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT	6+			12	12	
13	Senior MySQL DBA (Apps)	B.E./B.Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT	6+			12	12	
14	Data Engineer	B.E./B.Tech. in CS/ IT/ ECE/	4-6			3	3	

		EEE, MCA, M.Sc. CS/IT/Mathematics/Statistics						
15	Senior Data Engineer	B.E./B.Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT/Mathematics/Statistics	6+			1	1	
16	Business Analyst	B.E./B.Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT,M.Com, MBA	3-7			12	12	
17	Senior Business Analyst	B.E./B.Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT, M.Com, MBA	7+			12	12	
18	Configuration Mgmt./Release Engineer	B.E./B. Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT	4+			1	1	
19	Project Manager	B.E./B.Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT, MBA	12+			12	12	
Total						248	248	

Table 2 : Phase – 2 – For 4th and 5th Year

Sr. No.	Area of Expertise / Skill set	Educational Qualification (min.)	Relevant Work Exp. -years (min.)	Monthly Charges - Per Person (on site) -Rs.	Monthly Charges - Per Person (off site) - Rs.	Estimated person-months - on-site	Estimated person-months off-site	Amount Rs. (Per person month charge x est. person months)
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	$H = (D * F + E * G)$
1	User Experience Design (UX)	B.Sc./B.E./B.Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT	10+			1	1	

2	UI Developer	B.Sc./B.E./B.Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT	5+			1	1	
3	Java Developer	B.E./B.Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT	2 - 5			36	36	
4	Java Developer (Senior)	B.E./B.Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT	5+			16	16	
5	Principal Architect	B.E./B.Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT	12+			4	4	
6	DevOps Lead	B.E./B.Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT	10+			8	8	
7	Information Security Expert	B.E./B.Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT	10+			2	2	
8	Test engineers with Automation Expertise	B.Sc./B.E./B.Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT	2-5			24	24	
9	Senior Test engineers with Automation Expertise(	B.Sc./B.E./B.Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT	5+			8	8	
10	MySQL DBA (Core)	B.E./B.Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT	2-5			8	8	
11	MySQL DBA (Apps)	/B.E./B.Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT	2-5			8	8	
12	Senior MySQL DBA (Core)	B.E./B.Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT	6+			8	8	
13	Senior MySQL DBA (Apps)	B.E./B.Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT	6+			8	8	

14	Data Engineer	B.E./B.Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT/Mathematics/Statistics	4-6			2	2	
15	Senior Data Engineer	B.E./B.Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT/Mathematics/Statistics	6+			1	1	
16	Business Analyst	B.E./B.Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT,M.Com,MBA	3-7			8	8	
17	Senior Business Analyst	B.E./B.Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT, M.Com, MBA	7+			8	8	
18	Configuration Mgmt./Release Engineer	B.E./B. Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT	4+			1	1	
19	Project Manager	B.E./B.Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT, MBA	12+			8	8	
Total						160	160	

Notes:

- GST shall be extra at actuals. The bidder should quote the current rate of GST.
- Above charges may be used by NESL or any group company of NESL for any similar software development requirements which may not be part of this RFP.
- After award of contract during the execution phase, if project requires manpower having skill sets or area of expertise other than that mentioned in Section - V, NESL may formally ask the selected bidder to quote the charges for this requirement. It is expected that the charges to be quoted by bidder for this requirement are reasonable and comparable with those already quoted for man power with similar length of experience. NESL reserves the right to negotiate these charges.

(End of Section – V)

ANNEXURE – A- Covering Letter

Date:

To:

MD & CEO

National e-Governance Services Limited (NESL)

5th Floor, Spencer Towers,

86, M.G. Road, Bengaluru – 560001

Phone: - 080 -25580360, 022- 22446619

e-mail:- iurfp@nesl.co.in

Subject: Submission of the Bid for Development and Deployment of Information Utility Software

Dear Sir,

We, the undersigned, are pleased to offer to provide IT Services for Maintenance and Support of the existing IU Software and Design, Development, Installation, Integration and Configuration of additional features and functionalities to NESL, in response to your RFP. No: **NESL/IU/2019/001**, dated: 07-Aug, 2019.

We are hereby submitting our bid for same, comprising Envelopes 1 to 4.

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

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our proposal valid for 180 days as stipulated in the RFP document.

We also undertake that we are not blacklisted or debarred from bidding process, by any Educational / R&D / Govt. Organization, as on date of submission of the bids and that there have been no regulatory actions initiated / pending against us as on the date of release of RFP.

We also undertake that, we shall not use the technology developed under this project for any reverse engineering purposes, for a period of at least one year from the date of completion of project deliverables. We agree that the IPR of the technology developed will vest with NESL perpetually.

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

The undersigned is authorised to sign this bid document. The authority letter to this effect is enclosed.

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory:

e-mail:

Mobile No:

ANNEXURE - B – Letter of Authority
(To be submitted in Original on Letterhead)

Date:

To:

MD & CEO

National e-Governance Services Limited (NESL)

5th Floor, Spencer Towers,

86, M.G. Road,

Bengaluru – 560001

Phone: - 080 -25580360, 022- 22446619

e-mail:- iurfp@nesl.co.in

Subject: Authority Letter

Reference RFP. No: NESL/IU/2019/001, dated: 07-Aug, 2019

Dear Sir,

We, M/s _____ (Name of the bidder) having registered office at _____
(address of the bidder) herewith submit our bid against the said RFP document.

Mr./Ms. _____ (Name and designation of the signatory), whose signature is appended
below, is authorized to sign and submit the bid documents on our behalf against said RFP.

Specimen Signature:

The undersigned is authorised to issue such authorisation on behalf of us.

For M/s _____ (Name of the bidder)

Signature and company seal

Name

Designation

Email

Mobile No.

Annexure C: Summary of Technical Manpower on Roll

Sr. No.	Area of Expertise/Skill Set as that stipulated in column A of table given in Section – V	Educational Qualification as that stipulated in column B of table given in Section – V	Experience in domain area - no. of years, as that stipulated in column C of table given in Section – V	Numbers on Roll as on date of submission of bid	Minimum Number required on roll as per eligibility criteria para 4, sub-para 6 of Section II
	(A)	(B)	(C)	(D)	(E)
1	User Experience Design (UX)	B.Sc./B.E./B. Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT	10+		2
2	UI Developer	B.Sc./B.E./B. Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT	5+		2
3	Java Developer	B.E./B. Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT	2-5		10
4	Java Developer (Senior)	B.E./B. Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT	5+		4
5	Principal Architect	B.E./B. Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT	12+		1
6	DevOps Lead	B.E./B. Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT	10+		2
7	Information Security Expert	B.E./B. Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT	10+		2
8	Test engineers with Automation Expertise	B.Sc./B.E./B. Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT	2-5		6
9	Senior Test engineers with Automation Expertise(	B.Sc./B.E./B. Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT	5+		2

10	MySQL DBA (Core)	B.E./B. Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT	2-5		2
11	MySQL DBA (Apps)	/B.E./B. Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT	2-5		2
12	Senior MySQL DBA (Core)	B.E./B. Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT	6+		2
13	Senior MySQL DBA (Apps)	B.E./B. Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT	6+		2
14	Data Engineer	B.E./B. Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT/Mathematics/Statistics	4-6		2
15	Senior Data Engineer	B.E./B. Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT/Mathematics/Statistics	6+		2
16	Business Analyst	B.E./B. Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT, M.Com, MBA	3-7		2
17	Senior Business Analyst	B.E./B. Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT, M.Com, MBA	7+		2
18	Configuration Mgmt./Release Engineer	B.E./B. Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT	4+		2
19	Project Manager	B.E./B. Tech. in CS/ IT/ ECE/ EEE, MCA, M.Sc. CS/IT, MBA	12+		2
				Total	51

Note: The bidder should also give details of technical manpower on their roll, having skill sets other than that stipulated in column A of table in Section – V.

Annexure – D: Format of Bank Guarantee for EMD

[Date]

From:

Bank _____

To,

National e-Governance Services Limited (NESL)
5 th Floor, Spencer Towers,
86, M.G. Road,
Bengaluru – 560001
Phone: - 080 -25580360

Dear Sir,

Whereas <<name of the bidder>> (hereinafter called 'the Bidder') has submitted the proposal against RFP No. NESL/IU/2019/001, dated: 07-Aug, 2019 for Providing IT Services for Maintenance and Support of the existing IU Software, Design, Development, Installation, Integration and Configuration of additional features and functionalities to National e-Governance Services Limited (NESL).

The conditions of said RFP mention that the bidder shall submit Earnest Money Deposit of Rs. 20,00,000/- (Rs. Twenty Lakh only) . M/s (Name of bidder) has agreed to submit the Earnest Money Deposit in the form of Bank Guarantee on their part. M/s. _____ (name of bidder) holds an account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantee as mentioned hereinafter.

1. We _____ (Name of the Bank), (hereinafter referred to as the “Bank”), do hereby undertake to pay to the NeSL forthwith on demand without any demur and without seeking any reasons whatsoever, an amount not exceeding Rs 20,00,000/- (Rupees Twenty Lakhs only) and the guarantee will remain valid up to a period of 180 days from _____(the last day for submission of application). It will, however, be open to the NeSL to return the Guarantee earlier than this period to the Applicant, in case the applicant has been notified by the NeSL as being unsuccessful.

2. In the event of the successful application, if the applicant fails to acknowledge and accept the Letter of Award of Empanelment from NeSL in accordance with the terms and conditions of the Empanelment Application, the EMD deposited by the applicant stands forfeited by the NeSL. We also undertake not to revoke this guarantee during this period except with the previous consent of the NeSL in writing and we further agree that our liability under the EMD shall not be discharged by any variation in the term of the said tender and we shall be deemed to have agreed to any such variation.

3. No interest shall be payable by the NeSL to the Applicant on the guarantee for the period of its currency.

4. Notwithstanding anything contained hereinabove:

a) Our liability under this Bank Guarantee shall not exceed and is restricted to

Rs.20,00,000 (Rupees Twenty Lakhs only)

b) This Guarantee shall remain in force up to and including _____ .

c) Unless the demand/claim under this guarantee is served upon us in writing before _____

*all the rights of NeSL under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.

Dated this _____ day of _____ 2019

For the Bank of _____

(Agent/Manager)

Notes:

* *Claim period will be 1 year additional from the date of validity of bank guarantee under b) above*

Bank account details for NeSL

National E-Governance Services Limited

Canara Bank

Cantonment Branch

A/c no: 0404214000030

IFSC no: CNRB0000404

Annexure – E: Format of Bank Guarantee for Performance Security

(On Non-judicial paper of appropriate value)

Bank Guarantee No. _____

[Date]

From:

Bank _____

To,

National e-Governance Services Limited (NESL)
5 th Floor, Spencer Towers,
86, M.G. Road,
Bengaluru – 560001
Phone: - 080 -25580360

Dear sirs,

This has reference to the contract / Order No. _____ Dated _____ been placed by National e-Governance Services Limited (NESL) on M/s _____ (Name & Address of vendor) for Providing IT Services for Maintenance and Support of the existing IU Software, Design, Development, Installation, Integration and Configuration of additional features and functionalities to National e-Governance Services Limited (NESL)

The conditions of this order provide that the vendor guarantees successful and satisfactory performance of the software developed and/ or deployed, as per the requirements stipulated in this document and provide the warranty support as stipulated in the order/contract.

M/s (Name of Vendor) has accepted the said purchase order / Contract with the terms and conditions stipulated therein and have agreed to issue the Performance Security in the form of Bank Guarantee on their part, towards promises and assurance of their contractual obligations vide the said Contract/Order. M/s. _____ (name of vendor) holds an account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

1. We (hereinafter referred to as the “Bank”) hereby undertake to pay to NeSL on demand without any demur and without seeking any reasons whatsoever, an amount not exceeding Rs-----/- (Rupees ---- only) and the guarantee will remain valid for a period

2. We do hereby undertake to pay the amounts due and payable under this Bank Guarantee without any demur, merely on a demand from NeSL stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Applicant.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. -----/- (Rupees -----).

3. We, the said Bank, further undertake to pay to NeSL any money so demanded notwithstanding any dispute or disputes raised by the Applicant in any suit or proceeding pending before any Court or Tribunal or Board relating thereto, our liability under this Guarantee being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder, and the Applicant shall have no claim against us for making such payment.

4. We further agree that the Guarantee herein contained shall remain in full force and effect during the period of Empanelment for Platform for Distressed Assets by NeSL, and it shall continue to be enforceable till all the dues of the NeSL have been fully paid, and its claims satisfied or discharged, or till NeSL certifies that the obligations of the Applicant have been fully and properly carried out by the said Applicant, and accordingly discharges this Bank Guarantee.

5. We further agree with NeSL that it shall have the fullest liberty without our consent, and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Empanelment or to extend time of performance by the said Applicant from time to time or to postpone for any time or from time to time any of the powers exercisable by NeSL against the said Applicant, and to forbear or enforce any of the terms and conditions relating to the said Empanelment, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Applicant or for any forbearance, act of omission on the part of NeSL or any indulgence by NeSL to the said Applicant or by any such matter or thing whatsoever which under the law relating to sureties shall, but for this provision, have effect of so relieving us.

6. This Guarantee shall not be discharged due to the change in the constitution of the Bank or the Applicant.

7. Welastly undertake not to revoke this Guarantee except with the previous consent of the NeSL in writing.

8. This Guarantee shall be valid up tounless extended on demand by the NeSL. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. -----/- (Rupees --- only), and unless a claim in writing is lodged with us by NeSL within * all our liabilities under this Guarantee shall stand discharged.

Dated the day of.....

For

(Indicate the name of the Bank)

Notes:

1. *Amount of bank guarantee is 10% of the total amount of Table – 1, Section – V including GST.*
2. ** Claim period shall be minimum one year from the end of the validity of bank guarantee*
3. *Bank account details for NeSL*

National E-Governance Services Limited
Canara Bank
Cantonment Branch
A/c no: 0404214000030
IFSC no: CNRB0000404

Annexure – F: Documents Checklist for Bidder

SL. No	Documents to be Submitted	Submitted (Yes / No)
Envelope – 1		
1	Demand Draft for Rs. 2360/- towards processing fee	
2	Demand Draft / BG for Rs. 20,00,000/- or exemption document for EMD	
Envelope – 2		
3	Covering Letter as per Annexure - A .	
4	Authority Letter as per Annexure – B	
5	A copy of Certificate of Incorporation, Partnership Deed / Memorandum and Articles of Association / any other equivalent document as applicable, showing date & place of incorporation and nature of business / activities.	
6	The copies of the audited Profit and Loss Account or a certificate from a Chartered Accountant, showing the annual turnover and profit for each of the financial years 2017-2018, 2016-2017 and 2015-2016.	
7	Copies of PAN and GST registration, MSME certificate if any	
8	Statutory auditor's certificates in support of eligibility criteria sub-paras 2, 3, 4 and 5 of para 4, Section- II.	
9	The documents establishing that the bidder has development centre in Bengaluru and Mumbai.	
10	Other documents necessary in support of eligibility criteria (Section - II, para 4), product catalogues, brochures, etc.	
Envelope – 3		
11	List of clients for whom the bidder has developed and deployed the application software of similar nature, in last five years.	
12	The details of major application software/s developed and deployed by the bidder(details of maximum 5 softwares) in last five years, giving details like technology platform used, the scope, volume, spread of software, the size of data, number of transactions, speed / latency, key security features, etc.	

13	Copies of at least three supply orders / deployment reports along with auditor's certificate, in support of sub-para 5 of para 4 (Eligibility Criteria) in Section – II.	
14	Summary of Technical and Administrative personnel on roll of the bidder, giving details of their educational qualifications (with specializations, if any), experience in the specific area as required for this project, etc. (Annexure – C).	
15	Technical Proposal including (but not limited to) understanding about the project, implementation Methodology, team composition, interactions / visits, Data safety/ security measures, Quality Control, modular structure, escalation hierarchy, technologies /platforms to be used and the requirements from NESL.	
16	The details required for technical evaluation of bids, pertaining to parameters mentioned on page 12 and 13 Section - II, at para 8.2 (tables A to D), in tabular form.	
17	Check –list as per Annexure - F	
	Envelope – 4	
18	Price Bid as per format given in Section - V	

(End of Document)