All India Council for Technical Education (AICTE)

New Delhi

TENDER DOCUMENT
FOR

Selection of a system integrator for design, development, maintenance and operations of AICTE's e-Governance applications & web portal

March 2018

All India Council for Technical Education, New Delhi (AICTE)

Dated: 20th March, 2018

| Tender Notice No. – AICTE/e-Gov/NEW-SYSTEMS/272__ |

Bids, valid for a minimum period of 90 days from the date of opening, are invited by AICTE for Selection of a system integrator for design, development, maintenance and operations of AICTE's e-Governance applications & web portal.

Tender Fees (non-refundable)	INR. 10,000/- (INR Ten Thousand only)
Earnest Money Deposit to be submitted	INR 25,00,000 (INR Twenty Five Lacs only)

S No.	Topic	Date
1	Start date of issuance / sale of RFP document	20th March, 2018
2	Last Date for Submission of queries	22nd March, 2018
3	Pre-bid conference	23rd March, 2018
4	Data Center Visit (if required by Bidder)	26th March, 2018
5	Issue of Corrigendum	03rd April, 2018
6	Last date for Receipt of EMD & tender fee instruments	17th April, 2018
7	Last date for Online Submission of bids	17th April, 2018
8	Date and time of opening of Pre-Qualification bids	18th April, 2018
9	Date and time for opening of Technical bids	18th April, 2018
10	Date and time for Technical Presentation / PoC demonstration	To be intimated later to technically qualified Bidders
11	Date and time for opening of Commercial bids	To be intimated later to technically qualified Bidders

Authorized Signatory

Member Secretary, AICTE

egovernance@aicte-india.org

011-26131576-78, 80

Glossary

1	A&M	Approach & Methodology
2	ATS	Annual Technical Support
3	CCN	Change Control Note
4	CD	Compact Disc
5	COTS	Commercially Off The Shelf
6	CV	Curriculum Vitae
7	CVC	Central Vigilance Commission
8	DD	Demand Draft
9	MEITY	Ministry of Electronics & Information Technology
10	EMD	Earnest Money Deposit
11	ICT	Information & Communication Technology
12	INR	Indian National Rupee
13	IT	Information Technology
14	LD	Liquidated Damages
15	LoA	Letter of Award
16	LoI	Letter of intent
17	O&M	Operations & Maintenance
18	OEM	Original Equipment Manufacturer
19	PBG	Performance Bank Guarantee
20	PoA	Power of Attorney
21	QCBS	Quality cum Cost Based Selection
22	RFP	Request for Proposal
23	SI	System Integrator
24	SLA	Service Level Agreement
25	SoW	Scope of Work
26	UAT	User Acceptance Test

Terms used in RFP

i.   "**Agreement**" means the form of agreement together with the contents and specifications set out in all the volumes of the RFP;

ii.   "**Applicable Laws**" includes all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental authority, tribunal, board, court or other quasi-judicial authority;

iii. "**Bidder**" means the System Integratorwhich is shortlisted through this invitation of Request for proposal (RFP) exclusively for All India Council for Technical education (AICTE)for the specified scope of work

iv.   "**Bespoke Software**" means the software designed, customized, developed, tested and deployed by the System Integrator for the purposes of rendering the Services to the Stakeholders of the Project and includes the source code along with associated documentation, which is the work product of the development efforts involved in the Project and the improvements and enhancements effected during the term of the Project, but does not include the third party software products (except for the customization components on such products), proprietary software components and tools deployed by the System Integrator, and which, i.e., the bespoke software, shall be solely owned by All India Council for Technical Education (AICTE)

v.   "**Confidential Information**" means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information with regard to any student / institute, including any such information that may come to the knowledge of the Parties hereto / Bidder's Team by virtue of this Contract that:
      1.   is by its nature confidential or by the circumstances in which it is disclosed confidential; or
      2.   is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality;
      but does not include information which is or becomes public knowledge other than by a breach of this Contract

vi.   "**Contract**" means the Agreement entered into between the Purchaser and the Service Provider as recorded in the Contract form signed by the Purchaser and the Service Provider including all attachments and Annexes thereto, the Tender and all Annexes thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time;

vii. "**Data Center**" means the primary center where data, software, computer systems and associated components, such as telecommunication and storage systems, redundant or backup power supplies, redundant data communications, environment controls and security devices are housed and operated from;

viii. "**Deliverables**" means the products, infrastructure and services agreed to be delivered by the System Integrator in pursuance of the Agreement as listed in Section 7: Scope of Work of the RFP and includes all documents related to the solution, user manual, business designs,

training materials, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines and source code and all respective modifications

ix. "**Intellectual Property Rights**" means and includes all rights in the Bespoke Software, its improvements, upgrades, enhancements, modified versions that may be made from time to time, database generated, compilations made, source code and object code of the software, the said rights including designs, copyrights, trademarks, patents, trade secrets, moral and other rights therein

x. "**Project**" means the project involving system design, development, training of personnel, implementation and maintenance & operations of the overall solution as per terms and conditions laid down in the RFP and in conformance to the SLA

xi. "**Listed Assets**" means entire hardware and software, or any other information technology infrastructure components which are to be purchased by the SI for and on behalf AICTE

xii. "**Material Adverse Effect**" meansmaterial adverse effect on (a) the ability of the SI to perform/discharge any of its duties/obligations under and in accordance with the provisions of this MSA and/or SLA; and/or (b) the legal validity, binding nature or enforceability of this RFP and/or the SLA

xiii. "**Nodal Officer, AICTE**" means the Director, e-Governance (AICTE)

xiv. "**Operations and Maintenance**" or "**O&M**"means the services to be rendered, as per the SLA, during the period commencing from the "Go-Live date" till the expiry or termination of the Master Service Agreement

xv. "**Performance Guarantee**" or "**Performance Bank Guarantee**" or "**PBG**" shall mean an unconditional and irrevocable bank guarantee provided by a Nationalized Bank to AICTE on behalf of the Service Provider amounting to 10% of the agreement value, pursuant to the Agreement. The PBG shall be valid for a period of 90 days post the expiry of the contract, unless extended pursuant to the Agreement

xvi. "**Project Assets**" or "**Assets**" shall mean to include (i) Listed Assets and (ii) entire, or any other information technology infrastructure components used for the AICTE Project and other facilities leased / owned by the System Integrator to be used for the delivery of the Services pursuant to the Agreement

xvii. "**Project Data**" means all proprietary data of the Project generated out of the Project operations and transactions, documents and related information including but not restricted to user data which the System Integrator obtains, possesses or processes in the context of providing the Services to the users pursuant to this RFP including the SLA;

xviii. "**Project Implementation Phase**" means the period between the Effective Date and the Go-Live date, it is expected that the Implementation would be done by SI in a period of 36 weeks from the Effective Date;

xix. "**Project ImplementationCompletion date**" means the date on which the proposed AICTE System is completely operational as per the functional, technical and operational requirements specified in the RFP have been met by Service Provider covering all phases and Operation and Maintenance Phase has commenced, which includes integration, configuration,

customization, extension and third party audit by STQC. Application Software, data migration, Change management & Capacity Building, Handholding support and Operation & maintenance for AICTE offices are successfully concluded to the satisfaction of AICTE

xx.   "**ProjectOperations and Maintenance Phase/Stage**" means the phase in which O&M is to be carried out by the System Integrator as per the terms and conditions of this contract period, after declared completion of Project Implementation Phase

xxi.   **"Project Proprietary Information"** shall mean Proprietary Information of the AICTE provided to the System Integrator for providing the Services and include all modifications, enhancements and other derivative works of such Project Proprietary Information arising as a result of Services rendered by the System Integrator

xxii.   "**Proprietary Information**" means processes, methodologies and technical and business information, including drawings, designs, formulae, flow charts, data and computer programs already owned by, or granted by third parties to a Party hereto prior to its being made available under this RFP, or the SLA

xxiii. "**Purchaser**" means All India Council for Technical Education, New Delhi

xxiv.   **"RFP" or "Request for Proposal"** means the documents containing the Technical, Functional, Operational, Commercial and Legal specifications for the implementation of the Project, issued in this one volume and also includes the clarifications, explanations and amendments issued by AICTE from time to time

xxv.   **"Replacement Service Provider"** means any third party that the Purchaser may appoint to replace the Service Provider upon expiry of the Term or otherwise termination of this RFP or the SLA to undertake the Services or part thereof

xxvi.   **"Services"** means the contents and services to be rendered during the Project Implementation Phase and the Operation and Management Phase including but not limited to the services to be delivered to the Stakeholders as specified in the RFP

xxvii.   **"Service Level"** means the level of service and other performance criteria which will apply to the Services as set out in Annexure G on SLA

xxviii. **"Service Level Agreement" or "SLA"** means the agreement on service levels between AICTE and Service Provider, in terms of the Service Level requirements as per the model set out in Annexure G of this RFP

xxix.   **"System Integrator" or "SI"** means the agency selected by the Purchaser, which is responsible for integration, configuration, customization and extension of AICTE Web Portal and e-governance applications, data migration, change management & capacity building, handholding support and operation & maintenance for AICTE.

xxx.   "**Third Party Systems**" means systems (or any part thereof) in which the Intellectual Property Rights are owned by a third party and to which SI has been granted a license to use and which are used in the provision of Services

xxxi.   **"Third Party Agency"** means the agency appointed by the AICTE for the purpose of certification of the hardware and software by conducting various types of tests

xxxii.   **"Term"** means the total man-months required by the bidder to complete the project as per the specified scope of work

Contents

1. Request for Proposal

Sealed tenders are invited from eligible, reputed, qualified firms with sound technical and financial capabilities for design, development, maintenance and operations of AICTE's e-Governance applications&web portal as detailed out in the scope of work under Section 7 of this RFP document. This invitation to bid is open to all bidders meeting the minimum eligibility criteria as mentioned in Section 5 of this RFP document.

2. Structure of the RFP

This RFP document for design, development, maintenance and operations of AICTE's e-Governance applications& web portal for the Purchaser comprises of the following:

a) Instructions on the bid process for the purpose of responding to this RFP. This broadly covers:
    i. General instructions for bidding process
    ii. Bid evaluation process including the parameters for pre-qualification, technical evaluation and commercial evaluation to facilitate the Purchaser in determining Bidder's suitability as the implementation partner
    iii. Payment schedule
    iv. Commercial bid and other formats

b) Functional and technical requirements of the project. The contents of the document broadly cover the following areas:
    i. About the project and its objectives
    ii. Scope of work for the implementation agency
    iii. Functional and technical requirements
    iv. Project schedule
    v. Service levels for the implementation partner

The Bidder is expected to respond to the requirements as completely and in as much relevant detail as possible, and focus on demonstrating Bidder's suitability to become the implementation partner of the Purchaser.

c) Service Level Agreement (SLA) (please refer Appendix IV)

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

3. Background Information

3.1. About the Department

a) All India Council for Technical Education (AICTE) was set-up in November 1945 as a national level apex advisory body to conduct survey on the facilities on technical education and to promote development in the country in a coordinated and integrated manner.

b) To ensure the same, as stipulated in the National Policy of Education (1986), AICTE be vested with statutory authority for planning, formulation and maintenance of norms and standards, quality assurance through accreditation, funding in priority areas, monitoring and evaluation, maintaining parity of certification and awards and ensuring coordinated and integrated development and management of technical education in the country.

c) AICTE is responsible for proper planning and coordinated development of the technical education and management education system in India.

d) The AICTE accredits postgraduate and graduate programs under specific categories at Indian institutions as per its charter. It is assisted by 10 Statutory Boards of Studies, namely, UG Studies in Eng. & Tech., PG and Research in Eng. and Tech., Management Studies, Vocational Education, Technical Education, Pharmaceutical Education, Architecture, Hotel Management and Catering Technology, Information Technology, Town and Country Planning.

e) AICTE has its new headquarters building in Delhi on the Nelson Mandela Road, Vasant Kunj, New Delhi, 110067, which has the offices of the chairman, vice-chairman and the member secretary. Additionally, it has regional offices at Kanpur, Chandigarh, Gurgaon, Mumbai, Bhopal, Baroda, Kolkata, Guwahati, Bangalore, Hyderabad, Chennai and Thiruvananthapuram.

3.2. Basic Information

a) Purchaser invites responses to this Request for Proposals ("RFP") from reputed information technology (IT) companies/ systems implementation agencies ("Bidders") for the design, development, maintenance and operation of AICTE's e-Governance applications&web portal as described in Section 7 of this RFP

b) Any contract that may result from this government procurement competition will be issued for term of 69 months ("the Term")

c) The Purchaser reserves the right to extend the term for a period (or periods) of up to 6 months with a maximum of 12 monthson the same terms and conditions, subject to the Purchaser's obligations at law.

d) Proposals must be received not later than time, date and venue mentioned in Section 4.4.3.4 Time Schedule.

e) Proposals that are received late WILL NOT be considered.

3.3. Project Context

AICTE envisions to revamp its existing e-Governance applications and bring in a state-of-the-art IT system for more efficient and effective way of functioning for its users such as students, faculties, accredited institutions, internal bureaus/ divisions etc.

3.4. Key Information

a) The primary objective of the project is to revamp identified e-Governance applications & build a robust web portal in order to create an acceptable and efficient system for the various stakeholders

b) The identified e-Governance applications are as follows:
- i. Approval Process
    - i. JFDR

          ii.   Deficiency Calculation

   ii.   Post Graduate Scholarship

   iii.   Research, Institutional & Faculty Development Bureau (RIFD)

   iv.   J&K Scholarship

   v.   Pragati & Saksham

   vi.   Pradhan Mantri Kaushal Vikas Yojna (PMKVY)

   vii.   Skill Knowledge Provider

   viii.   Vocational Technical Education (VTE)

   ix.   National Employability Enhancement Mission (NEEM)

   x.   CII Ranking System

   xi.   Court Case Tracking System

   xii.   AQIS

   xiii.   Deemed University

   xiv.   Clean Campus

   xv.   Start Up Application

c) Some of the significant issues are broadly categorized below:

   i.   Interface Issues

- Browser Inconsistency
- Cumbersome navigation
- Absence of Modularity between details and documentation on web portal
- Multiple login credentials
- Blank Screen or unsupportive response

   ii.   Network Issues

- Repeated Document upload failure.
- Frequent Session out
- Servers are either down or very slow during usual office hours
- Network security

   iii.   Helpdesk and Grievance Redressal

- Absence of relevant trainings to assist students/faculties.
- Inefficient Grievance redressal mechanism with inbound/outbound helpdesk.
- No provision of web-based learning to acclimatize end-users with the existing system.
- Lack of provision for real-time feedback from students (with facility to share screen shots etc.)
- Lack of measures and monitoring to improve efficiency and effectiveness of the Applications.

d) The stakeholders for this project are as follows:

   i.   AICTE

   ii.   Educational Institutions

   iii.   Applicants/Students

   iv.   Faculties

4. Instructions 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 may wish to consult their own legal advisers in relation to this RFP.

b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Purchaser on the basis of 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 Purchaser. Any notification of preferred Bidder status by the Purchaser shall not give rise to any enforceable rights by the Bidder. The Purchaser may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Purchaser.

d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

4.2. Compliant Proposals / Completeness of Response

a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
   i. Include all documentation specified in this RFP
   ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP
   iii. Comply with all requirements as set out within this RFP.

4.3. Code of integrity

No official of a procuring entity or a bidder shall act in contravention of the codes which includes

a) Prohibition of
   i. 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 anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
   iv. improper use of information provided by the procuring entity to the bidder with an 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 procuring entity 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.

c) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any government entity in India during the last three years or of being debarred by any other government procuring entity.

In case of any reported violations, the procuring entity, 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, the Bidder's proposal will be summarily rejected.

4.4. Pre-Bid Meeting & Clarifications

4.4.1. Pre-Bid Conference

a) Purchaser shall hold a pre-bid meeting with the prospective Bidders on 23rd March, 2018, 02:00 pm at All India Council for Technical Education (AICTE), Nelson Mandela Marg, Vasant Kunj, New Delhi-110067.

b) The Bidders' queries for pre-bid meeting should reach the Director (e-Governance) at nhsswamy@aicte-india.org on or before 22nd March, 2018, 03:00 pm with the subject line "Pre-Bid Queries for AICTE e-Gov applications RFP"

c) The queries should necessarily be submitted in the following format:

S. No.	RFP Document Section No.	RFP Document Page No.	Content of RFP requiring clarification(s)	Points of clarification

d) Queries submitted in a format other than the one specified above may not be considered by the Purchaser

e) Purchaser shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Purchaser.

4.4.2. Response to Pre-Bid Queries & Issue of Corrigendum

a) The Purchaser will endeavour to provide timely response to all queries. However, Purchaser makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Purchaser undertake to answer all the queries that have been posed by the Bidders.

b) At any time prior to the last date for receipt of bids, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document by a corrigendum.

c) The corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the www.aicte-india.organd www.eprocure.gov.in

d) Any such corrigendum shall be deemed to be incorporated into this RFP.

e) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, the Purchaser may, at its discretion, extend the last date for the receipt of Proposals.

4.4.3. Key Instructions for the Bid

4.4.3.1.   Right to Terminate the Process

a) Purchaser may terminate the RFP process at any time and without assigning any reason. Purchaser 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 Purchaser. The Bidder's participation in this process may result Purchaser selecting the Bidder to engage towards execution of the subsequent contract.

4.4.3.2.   RFP Document Fee

a) The RFP documents have been made available for download from the website www.eprocure.gov.in.

b) A demand draft of INR 10,000 (Ten Thousand Only) in favor of All India Council for Technical Education, payable at New Delhi, should be submitted along with the bidder's proposal as payment towards tender fee. Proposals received without or with inadequate tender fee shall be rejected. Tender fee is non-reundable.

4.4.3.3.   Earnest Money Deposit (EMD)/ Bid Security

a) Bidders shall submit, along with their Proposals, an EMD of INR 25,00,000/- (INR Twenty Five Lacs only) in the form of a bank guarantee (BG) / demand draft (DD) in favor of All India Council for Technical Education, payable at New Delhi, valid for a period of 90 days from the date of proposal submission.

b) EMD of all unsuccessful Bidders would be refunded by the Purchaser within 90 days of the Bidder being notified as being unsuccessful.

c) The EMD, for the amount mentioned above, of successful Bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Appendix III.

d) The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.

e) Proposals not accompanied with the EMD or containing EMD with infirmity(ies) (relating to the amount or validity period etc.), mentioned above, shall be summarily rejected.

f) The EMD may be forfeited in the event of:
    i.   Bidder withdrawing its bid during the period of bid validity
    ii.   A successful Bidder fails to sign the subsequent contract in accordance with this RFP

iii.   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

iv.   A Proposal contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers.

4.4.3.4.   Time Schedule

S No.	Topic	Date
1	Start date of issuance / sale of RFP document	20th March, 2018
2	Last Date for Submission of queries	22nd March, 2018
3	Pre-bid conference	23rd March, 2018
4	Data Center Visit (if required by Bidder)	26th March, 2018
5	Issue of Corrigendum	03rd April, 2018
6	Last date for Receipt of EMD & tender fee instruments	17th April, 2018
7	Last date for Online Submission of bids	17th April, 2018
8	Date and time of opening of Pre-Qualification bids	18th April, 2018
9	Date and time for opening of Technical bids	18th April, 2018
10	Date and time for Technical Presentation / PoC demonstration	To be intimated later to technically qualified Bidders
11	Date and time for opening of Commercial bids	To be intimated later to technically qualified Bidders

4.4.3.5.   Prices

a)   The Bidder shall indicate in the proforma prescribed (refer Appendix II: Form 2), the unit rates and total price of the manpower / services, it proposes to provide under the Contract.

b)   The unit prices quoted in the above mentioned proforma will be used to calculate charges for 'change orders', if any.

c)   In absence of above information, a bid may be considered incomplete and be summarily rejected.

d)   The Bidder shall prepare the bid based on details provided in the tender document. It must be clearly understood that the requirements are intended to give the Bidders an idea about the order and magnitude of the work and are not in any way exhaustive and guaranteed by Purchaser. Bidder shall carry out the design of the solution and sizing of the infrastructure if needed in current data center in accordance with the requirements of the tender document and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP to complete the work duly operable and safe. If at any stage any upward revisions of the specifications given in the RFP are to be made to meet the requirement of the RFP; all such changes shall be carried out within the contract price without any impact to Purchaser.

e) Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, Purchaser reserves the right to negotiate the prices quoted in the bid to effect downward modification. The prices shall be indicated in Indian Rupees (INR) only.

f) The financial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all GST, duties, fees, levies, works contract tax and other charges or taxes as may be applicable in relation to the activities proposed to be carried out. It is mandatory that such charges wherever applicable/payable should be indicated separately in the proforma prescribed in Appendix II. However, should there be an increase in the government taxes; the same would be paid to the bidder. Similarly any benefits arising due to reduction of the tax rates should be passed on to Purchaser.

g) Purchaser reserves the right to review and negotiate the pricing model and charges payable for operations and maintenance at the beginning of each year or at any time it deems necessary (whichever is earlier) to incorporate downward revisions as applicable and necessary.

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

4.4.3.6. Bidder's Authorised Signatory

A Proposal should be accompanied by an appropriate board resolution or power of attorney in the name of an authorised signatory of the Bidder stating that he is authorised to execute documents and to undertake any activity associated with the Bidder's Proposal. A copy of the same should be uploaded under the relevant section/folder on the e-Procurement portal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

4.5. Preparation and Submission of Proposals

4.5.1. Proposal Preparation Cost

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Purchaser to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

Purchaser will in no event be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.5.2. Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English

language is to be duly attested by the Bidders. For purposes of Proposal evaluation, the English translation shall govern.

4.5.3. Submission of Proposals

a) Online Submission
   i.   Bidders are required to enroll on the e-Procurement module www.eprocure.gov.in
   ii.   As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
   iii. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the Portal.
   iv.   Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (DSC) - Class II or Class III certificates with signing key usage, issued by any certifying authority recognized by CCA India with their profile.
   v.   Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
   vi.   The system allows uploading of bid in terms of packets as follows:

Packet No.	Documents to be Uploaded	Format
1	Scanned copies of BG / DD for EMD and tender fee	PDF
2	Pre-Qualification Response	PDF
3	Technical Proposal	PDF
4	Financial Proposal	XLS

   vii. The bidder must ensure that the bid is digitally signed by the authorized signatory of the bidding firm and has been duly submitted (frozen) within the submission timeline. AICTE will in no case be responsible if the bid is not submitted online within the specified timelines.
   viii. All the pages of the proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.

b) Physical Submission
   Physical submission of only the following documents is required:
   i.   Original bank guarantee (BG) / demand draft (DD) for EMD
   ii.   Original demand draft (DD) for tender fee

4.5.4. Venue & Deadline for Submission of Proposals

a) Online Submission
The response to RFP, in its complete form as specified in Section 4.5.3 of the RFP, must be submitted on www.eprocure.gov.in by 5:00 pm on the date specified in Section 4.4.3.4 the RFP. Any proposal submitted on the portal after the specified deadline will not be accepted and hence shall be automatically rejected. Purchaser shall not be responsible for any delay in the submission of the documents.

b) Physical Submission

Original bank guarantee (BG) / demand draft (DD) for EMD & tender fee must be submitted to the Purchaser at the address: **Director (e-Governance),All India Council for Technical Education, Nelson Mandela Marg, Vasant Kunj, New Delhi – 110067** by 5:00 pm on the date specified in Section 4.4.3.4 the RFP. Any submission after the specified deadline will not be accepted and hence shall be automatically rejected. Purchaser shall not be responsible for any delay in the submission of the documents.

c) Late Submission

  i.   Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.

  ii.   The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

  iii. The Purchaser shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.

  iv.   The Purchaser reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

4.6. Deviations

a) The Purchaser will constitute a committee to evaluate the responses of the Bidders (Purchase Committee).

b) The Bidder may provide deviation to the contents of the RFP document in the format prescribed in Appendix 1: Form 11.

c) The Purchase Committee would evaluate and classify them as "material deviation" or "non-material deviation". In case of material deviation, the committee may decide to "monetize" the value of the deviations, which will be added to the price bid submitted by the Bidder or declare the bid as non-responsive.

d) The Bidders would be informed in writing on the committee's decision on the deviation, prior to the announcement of technical scores. The Bidders would not be allowed to withdraw the deviations submitted without the prior consent of the Purchaser.

e) In case of non-material deviations, the deviations would form a part of the proposal & subsequent agreement.

4.7. Evaluation Process

a) The Purchase Committee constituted by the Purchaser shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability of a Bidder to submit requisite supporting documents / documentary evidence within a reasonable time provided to it, may lead to the Bidder's Proposal being declared non-responsive.

b) The decision of the Purchase Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Purchase Committee.

c) The Purchase Committee may ask for meetings with the Bidders to seek clarifications on their proposals.

d) The Purchase Committee reserves the right to reject any or all Proposals on the basis of any deviations contained in them.

e) Each of the responses shall be evaluated as per the criterions and requirements specified in this RFP.

4.7.1. Proposal Opening

a) The sealed covers containing EMD and Tender Fees only will be opened by Purchaser
b) Pre-Qualification and Technical Proposals of only those bidders, whose EMD instruments are found to be in order, will be opened
c) Financial bids of only those bidders, whose bids found qualified, will be opened subsequently for further evaluation.
d) Only one authorized representative of each of the bidder would be permitted to be present at the time of aforementioned opening of the bids.

4.7.2. Proposal Validity

The offer submitted by the Bidders should be valid for a period of 90 days from the date of submission of the Proposal.

5. Evaluation Criteria

5.1. Pre-Qualification Criteria

Sr. No.	Pre-qualification Criteria	Documentary Evidence Required
1	The Bidder should be a company or a Proprietorship firm registered under the Companies Act, 2013 or Limited Liability Partnership Firm registered under Limited Liability Partnership Firm Act 2008. Bidder should have registered offices in India and should be in existence for at least the last 5 years, as on 31st March 2017.	Copy Certificate of Incorporation issued by Registrar of Companies
2	The Bidder should have an annual turnover of at least INR 250 Crores from the IT Business (System Integration Services, Software Development Services, Hardware supply, installation, commissioning, and facilities management services) during each of the last three financial years (i.e. 2016-2017, 2015-16, 2014-15)	1. Three years audited financial statements AND 2. Statutory auditor's certificate (i.e. 2016-2017, 2015-16, 2014-15)
3	The Bidder should have net worth of INR 50 crores (measured as paid-up capital plus free reserves) and profit after tax of INR 30 crores during each of the last three financial years (i.e. 2016-2017, 2015-16, 2014-15)	
4	The Bidder should have experience of executing / be in the process of executing IT projects (with scope of work similar to that specified in this document) over multiple locations for a Central / State Government Organization / Public Sector Unit in India, during last 5 years (as on 31.03.2017). • At least one project which is not less than INR 3 crores of total contract value* * 'total contract value' shall mandatorily include value of Application Development & Maintenance Services" and additionally any one of the following elements: • Data Centre Infrastructure Support and Maintenance Services • IT Application Support and application Maintenance Services	Experience details with documentary evidence for scope of work and contract value, along with client contact details, in the form of Work order / Purchase order / Completion certificate from client
5	The Bidder shall 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 offense in India for any reason as on last date of submission of the Bid.	Declaration by authorised signatory of the Bidder

Sr. No.	Pre-qualification Criteria	Documentary Evidence Required
6	The Bidder should necessarily furnish an affirmative statement as to existence of, absence of, or potential for conflict of interest on the part of the bidder, due to prior, current, or proposed contracts, engagements, or affiliations with any of the clients – that may have an impact of the contract with Purchaser	Declaration by authorised signatory of the Bidder
7	Board Resolution / Power of Attorney, in the name of person signing the Bid, authorizing him to submit/execute this agreement as a binding document	Board Resolution / Power of Attorney
8	The Bidder should have a CMMi Level 5 certification Note: 1. In case the certificate is under renewal, the Bidder to provide the last valid certificate along with a certificate from authorized signatory that the renewed certificate will be made available at least by the time of opening of commercial bids. 2. In case the certificate is not provided by the mentioned time, the bidder will be disqualified and its commercial bids will not be considered for evaluation. Commercial bids of such bidders will be returned un-opened	Copy of the Certificate(s) signed and stamped by the authorised signatory of the Bidder
9	The bidder should have at least 500 professionally qualified personnel (relevant degree holders B.Tech / B.E. / MCA / MTech / MBA or equivalent qualification) working in the areas of software development, networking systems integration, IT infrastructure maintenance in India as on 31.03.2017	Certificate from HR Head

5.2. Technical Qualification Criteria

Sr. No.	Technical Qualification Criteria	Max Marks	Documentary Evidence Required
A	**Past Experience of the Bidder**		
A1	**System Integration:** Experience of Bidder in executing / be in the process of executing **IT Portal with Workflow Engine** during the last 5 years(as on 31.03.2017) • **2 marks** per project (maximum 5 projects) • Additional **1 mark** will be provided for each completed project with Central / State Government / PSU Organization in India	15	Experience details as per the Appendix I: Form 5 (Project Citation Format) of responding firm along with documentary evidence for scope of work and contract value, along with client contact details, in the form of Work order / Purchase order / Completion certificate from client
A2	**System Integration (Govt. Sector):** Experience of Bidder in executing / be in the process of executing e-Governance project in education sector with Central / State Government / PSU Organization in India during the last 5 years(as on 31.03.2017) • Project value less than INR 3 crore**: 0 marks** • Project value greater than or equal to INR 3 crore but less than INR 4 crore: **3 marks** • Project value greater than or equal to INR 4 crore but less than INR 5 crore: **4 marks** • Project value greater than or equal to INR 5 crore: **5 marks**	5	Experience details as per the Appendix I: Form 5 (Project Citation Format) of responding firm along with documentary evidence for scope of work and contract value, along with client contact details, in the form of Work order / Purchase order / Completion certificate from client
A3	**Training in Government sector:** Experience of Bidder in development of training material and successfully delivered training for use of IT applications (application developed / customized) / basic computer skills / IT systems during last 5 years in Central / State Government/ PSU Organization (as on 31.03.2017). • **1 mark** per project (maximum 5 projects)	5	Experience details as per the Appendix I: Form 5 (Project Citation Format) of responding firm along with documentary evidence for scope of work and contract value, along with client contact details, in the form of Work order / Purchase order / Completion certificate from client
A4	**Handholding in IT implementation Project for Central or State Government or PSU:** Experience of Bidder of providing handholding services in IT implementation for more than 12 months after implementation in Central / State Government/ PSU Organization in India having	5	Experience details as per the Appendix I: Form 5 (Project Citation Format) of responding firm along with documentary evidence for scope of work and contract value, along with client contact details, in the form of Work order / Purchase order / Completion certificate from client

Sr. No.	Technical Qualification Criteria	Max Marks	Documentary Evidence Required
	more than 250 users during last 5 years (as on 31.03.2017) • **1 mark**per project (maximum 5 projects)		
B	**Approach & Methodology**		
B1	**Overall Approach & Methodology** • Understanding of Requirements • Overall Solution architecture and software development methodology • Strategy for Project Monitoring	10	Signed Technical Bid
B2	**Project Timelines** • Comprehensiveness of Roll Out Plan • Work Breakdown Structure and identification of Key Tasks • Whether all activities logically sequenced • Strategy to meet the timelines mentioned in RFP for each component • Whether proposed timelines are feasible and practical	5	Signed Technical Bid
B3	**Training & Operations Methodology** • Training Methodology and approach • Training plan demonstrating effective usage of available time • Innovativeness in imparting the training to the participants • Sample of training modules and training contents • Adoption of standards in the case of Web based Training delivery, if proposed	5	Signed Technical Bid
B4	**Program Management Methodology** • Team Structure with resources proposed for various stages (onsite & offsite) • Formal approach to PM, usage of project specific tools	5	Signed Technical Bid

Sr. No.	Technical Qualification Criteria	Max Marks	Documentary Evidence Required
	• Approach proposed for SLA Monitoring, its tools etc • Quality control procedures proposed • Risks as seen on this project and their mitigation plan proposed		
C	**Manpower Requirements**		
C1	**Project Manager** • Experience: Number of IT web-based portals o Greater than or equal to 3: **2 marks** o 1 to 2: **1 mark** o Less than 1: **0 mark** • Experience: Number of Government / PSU Projects o Greater than or equal to 3: **2 marks** o 1 to 2: **1 mark** o Less than 1: **0 mark** • Certification: Project management o Prince2 or PMP or PMI Certification: **1 mark**	5	CV as per Appendix I: Form 9(CV of Key Personnel) and certified by Authorized signatory of Bidder
C2	**Solution Architect** • Experience: Number of IT web-based portal o Greater than or equal to 3: **2 marks** o 1 to 2: **1 mark** o Less than 1: **0 mark** • Experience: Number of Government / PSU Projects o Greater than or equal to 3: **2 marks** o 1 to 2: **1 mark** o Less than 1: **0 mark**	5	CV as per Appendix I: Form 9(CV of Key Personnel) and certified by Authorized signatory of Bidder

Sr. No.	Technical Qualification Criteria	Max Marks	Documentary Evidence Required
	• Experience: Projects IT Portal / Solution on Cloud o Greater than or equal to 1: **1 mark**		

C3	**Business Analyst**
	
	• Experience: Number of IT web-based portal with workflow engine
	
	  o Greater than or equal to 3: **2 marks**
	
	  o 1 to 2: **1 mark**
	
	  o Less than 1: **0 mark**
	
	• Experience: Number of Government / PSU Projects
	
	  o Greater than or equal to 3: **2 marks**
	
	  o 1 to 2: **1 mark**
	
	  o Less than 1: **0 mark**
	
	• Experience: Projects IT Portal / Solution in field of Education / Scholarship disbursement
	
	  o Greater than or equal to 1: **1 mark**
		5	CV as per Appendix I: Form 9(CV of Key Personnel) and certified by Authorized signatory of Bidder

D	**Other Requirements**		
D1	• Presentation of the proposed solution • Presentation of proof of concept (PoC) of 2 use cases as specified in Section 5.3	25	Copy of the presentation & PoC solution
D2	The Bidder should have ISO 9001 and ISO 27001 certification Note: 1. In case the certificate is under renewal, the Bidder to provide the last valid certificate along with a certificate from authorized signatory that the renewed certificate will be made available at least by the time of opening of commercial bids. 2. In case the certificate is not provided by the mentioned time, the bidder will be disqualified and its commercial bids will not be considered for evaluation. Commercial bids of such bidders will be returned un-opened	5	Copy of the Certificate(s) signed and stamped by the authorised signatory of the Bidder

5.3. Presentation of Proposed Solution &Proof of Concept (PoC)

a) Technically qualified Bidders will be invited to make a presentation of the proposed solution & a proof of concept as defined in this section

b) Technically qualified bidders will have to prepare a PoC demonstrating the Approval Process as per the guidelines mentioned in the Approval Process Handbook 2018-19 available at https://www.aicte-india.org/sites/default/files/APH%202018-19.pdf

c) The date & time for the presentation will be communicated to the technically qualified bidders at a later stage.

5.4. Commercial Bid Evaluation

a) The Bidder would be technically evaluated out of 100 marks.

b) All the Bidders who secure overall minimum of 80% in technical evaluation will be considered as technically qualified

c) Technical score of all Bidders will be calculated on the basis of the following formula:

Technical Score (TS) = Score obtained by Bidder in technical evaluation x 80%

d) The Financial Bids of only technically qualified bidders will be opened on a specified date and time to be intimated to the respective Bidders by Purchaser.

e) If Purchaser considers necessary, revised Financial Bids could be called for from the short-listed Bidders, before opening the original financial bids for recommending the final selection.

f) In the event of revised financial bids being called the revised bids should NOT be higher than the original bids, otherwise the bid shall be rejected and EMD forfeited.

g) The Commercial Bids will be evaluated by the Purchaser for completeness and accuracy. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

h) The overall Contract Value shall be used by the Purchaser for the purpose of financial evaluation of bids and determination of the successful bidder.

i) The Bid having the Lowest Commercial Quote shall be termed as the Lowest Financial Bid (LFB) and will be awarded 100 marks.

j) Commercial score of all Bidders will be calculated on the basis of the following formula:

Commercial Score (CS) = (LFB/F) x 100 x 20%
where F = Quoted amount by the respective Bidder

k) Composite score of each bidder will be computed by adding the Technical Score and Commercial Score on the basis of the following formula:

Composite Score = TS + CS

l) The Bidder whose bid has secured the "Highest Composite Score" out of 100 as per above evaluation will be considered as best evaluated Bid.

m) In the event the composite bid scores are 'tied', the Bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

6. Appointment of Systems Implementation Agency/Partner

6.1. Award Criteria

The Purchaser will award the Contract to the successful Bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

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

The Purchaser reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Purchaser action.

6.3. Notification of Award

a) Prior to the expiration of the validity period, Purchaser will notify the successful Bidder in writing or by email, that its proposal has been accepted (Letter of Intent). In case the tendering process / public procurement process has not been completed within the stipulated period, the Purchaser, may request the Bidders to extend the validity period of their Proposal.

b) The decision to extend the validity period of a Bidder's Proposal shall be the Bidder's sole prerogative.

6.4. Purchaser Contract finalization and Award

a) The Purchaser shall reserve the right to negotiate with the Bidder(s) whose Proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project, as per the guidance provided by Central Vigilance Commission (CVC).

b) On this basis the draft contract agreement would be finalized for award & signing.

6.5. Performance Bank Guarantee

a) On receipt of a letter of intent from the Purchaser, the successful Bidder will furnish a Performance Bank Guarantee equivalent to 10 per cent of the total contract value, on or before the signing of the subsequent contract, within 15 days from notification of award. In case the successful Bidder fails to submit Performance Bank Guarantee within the time stipulated, the Purchaser may at its sole discretion cancel the letter of intent without giving any notice and encash the EMD furnished by the Bidder, in addition to any other right available to it under this RFP.

b) The Performance Bank Guarantee furnished by the successful Bidder shall be in the manner prescribed in Appendix III: Form 1. The successful Bidder shall ensure, the Performance Guarantee is valid at all times during the Term of the subsequent contract (including any renewal) and for a period of 60 days beyond all contractual obligations, including warranty terms.

c) Performance Bank Guarantee will have to be renewed for such further periods till validity of the contract and thereafter the Performance Bank Guarantee shall be refunded to the vendor without any interest.

d) The vendor should not assign or sublet any activities under the contract or any part of it to any other agency. Failure to do so shall result in termination of contract and forfeiture of Performance Bank Guarantee

e) Purchaser may, at any time, terminate the contract by giving written notice to the vendor without any compensation, if the vendor 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 Purchaser.

f) In the event the selected bidder's company or the concerned division of the company is taken over / bought over by another company, all the obligations and execution responsibilities under the agreement with Purchaser, should be passed on for compliance by the new company in the negotiation for their transfer.

6.6. Signing of Contract

a) Subsequent to receipt of valid Performance Guarantee from the successful Bidder, the parties shall enter into a contract, incorporating all clauses, pre-bid clarifications and the Proposal of the Bidder, between the Purchaser and the successful Bidder.

b) In case of exigency / non-performance / default, if Purchaser gets the work done from elsewhere, the difference in the cost of getting the work done will be borne by the successful Bidder.

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

a) Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Purchaser may award the contract to the next best value Bidder or call for new proposals from the interested Bidders.

b) In such a case, the Purchaser shall invoke the PBG of the most responsive Bidder.

6.8. General Terms & Conditions

6.8.1. Key Performance Measurements

a) Unless specified by Purchaser to the contrary, the Bidder shall perform the Services and carry out the scope of work in accordance with the terms of this Contract, Scope of Work, Service Specifications and Service Levels as laid down in this tender.

b) If the Contract, Scope of Work, Service Specification includes more than one document, then unless Purchaser specifies to the contrary, the latter in time shall prevail over a document of earlier date to the extent of any inconsistency.

c) Purchaser reserves the right to amend any of the terms and conditions in relation to the Contract / Service Specifications upon agreement with the System Integrator and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfillment of the Schedule of Requirements.

d) If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the

Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Bidder's receipt of Purchaser's changed order.

6.8.2. Transition Management

a) Post the contract period, the Bidder is expected to provide a smooth handover of all the knowledge material and assets to Purchaser at no transfer cost.

b) Post the contract period, if a new vendor is selected by Purchaser for the next contract, the Bidder is expected to provide adequate knowledge transfer and training to the new vendor over a period of contract. The knowledge transfer/training should necessarily cover details on

- AICTE modules – Design, Development, Operations and Maintenance aspects
- Database architecture and management
- Nature and type of incidents and resolutions including any FAQs and reference material
- Effective resolution mechanisms, if any, etc.

6.8.3. Purchaser's Right of Monitoring, Inspection and Periodic Audit

a) Purchaser reserves the right to inspect and monitor/assess the progress / performance / maintenance of the systems at any time during the course of the Contract. Purchaser may demand and upon such demand being made, the Purchaser shall be provided with any document, data, material or any other information which it may require, to enable it to assess the progress of the project.

b) Purchaser shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the Bidder of its obligations/functions in accordance with the standards committed to or required by Purchaser and the Bidder undertakes to cooperate with and provide to Purchaser/ any other agency appointed by Purchaser, all documents and other details or information as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Bidder failing which Purchaser may, without prejudice to any other rights that it may have issue a notice of default.

6.8.4. Intellectual Property Rights

a) In case of Bespoke development of the application: The Bidder undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals as may be necessary as per the existing laws in India to effectively transfer such rights to the Purchaser. Once transferred, the Purchaser shall own and have a right to use all such Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to program source codes, all processes, products, specifications, reports, drawings and other documents which have been newly created and developed by the Bidder solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract.

b) In case of deployment of COTS products: Purchaser shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all program source codes, processes, products, specifications, reports and other documents which have been newly created and developed by the Bidder solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. All documentation and configuration items such as scripts, code, queries etc. developed by the Bidder shall be property of the Purchaser. The Bidder should create a repository of such resources and provide access to Purchaser. The Bidder undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser

- Bidder shall not only support Purchaser with the proposed COTS during the contract period, but also, confirm that after the expiration / termination of the initial contract, continued support will be provided by the Bidder to the Purchaser, in case Purchaser chooses to maintain / upgrade the COTS proposed, either directly or through third party agency(ies)
- Continued support to the Purchaser will be subject to the purchase of support by the Purchaser post termination / expiry of contract
- The customized source code with its full rights shall be handed over to the Purchaser

c) If Purchaser desires, the Bidder shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied / installed by the Bidder, and which may be assigned by the Purchaser to the Bidder for the purpose of execution of any of its obligations under the terms of the Bid, Tender or this Contract, shall be acquired in the name of the Purchaser, prior to termination of this Contract. However, subsequent to the term of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the Purchaser.

d) The Bidder / Bidder's Team shall ensure that while it uses any software, 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 Purchaser 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 / Bidder's Team, Bidder shall have sole control of the defense and all related settlement negotiations.

6.8.5. Information Security

a) The Bidder / Bidder's Team shall not carry any written/printed document, layout diagrams, CDs, DVDs, hard disk, storage tapes, other storage devices or any other goods /material proprietary to Purchaser into / out of the Data Centre Sites and Purchaser office location without written permission from the Purchaser.

b) The Bidder / Bidder's Team shall not destroy any unwanted documents, defective tapes/media present at the Data Centre Sites and Purchaser office location on their own. All such documents, tapes/media shall be handed over to the Purchaser.

c) All documentation and media at the Datacenter Sites shall be properly identified, labeled and numbered by the Bidder. Bidder shall keep track of all such items and provide a summary report of these items to the Purchaser on a monthly basis.

d) The Bidder / Bidder's Team shall follow Purchaser's Information Security policy, if any. Access to Purchaser and Purchaser's data and systems, Email and Internet facility by the Bidder / Bidder's team at the Data Centre Sites and Purchaser office location shall be in accordance with the security and access policies set by the Purchaser, if any.

e) Bidder / Bidder's Team acknowledge that Purchaser's business data and other Purchaser proprietary information or materials, whether developed by Purchaser / Purchaser or being used by Purchaser pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Purchaser; and Bidder along with its team agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Bidder to protect its own proprietary information. Bidder recognizes that the goodwill of Purchaser depends, among other things, upon Bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by Bidder / Bidder's team could damage the goodwill of Purchaser, and that by reason of Bidder / Bidder's duties hereunder. Bidder / Bidder's team 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 this agreement. Bidder shall use such information only for the purpose of performing the said services

f) Bidder shall, upon termination of this agreement for any reason, or upon demand by Purchaser, whichever is earliest, return any and all information provided to Bidder by Purchaser, including any copies or reproductions, both hardcopy and electronic.

6.8.6. Records of Contract Documents

a) The Bidder shall at all time make and keep sufficient copies of the process manuals, training manuals operating procedures, specifications, Contract documents and any other documentation at head quarter/division/circle level to fulfill his duties under the Contract.

b) The Bidder shall keep at AICTE head quarter at least three copies of each and every specification and contract document, in excess of his own requirement and those copies shall be available at all times for use by Purchaser's Representative and by any other person authorized by Purchaser's Representative. Where one or more of Bidder's offices are deployed in the works, all requirements of the Contract and Bidder's obligation under the Contract shall apply equally at each office so deployed.

6.8.7. Ownership and Retention of Documents

a) Purchaser shall own the Documents, prepared by or for the Bidder arising out of or in connection with this Contract.

b) Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by Purchaser, the Bidder shall deliver to Purchaser all documents provided by or originating from Purchaser and all Documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by Purchaser at no additional cost. The Bidder shall not, without the prior written consent of Purchaser store, copy, distribute or retain any such Documents.

6.8.8. Confidentiality

a) The Bidder shall not use Confidential Information, the name or the logo of Purchaser and Purchaser except for the purposes of providing the Service as specified under this contract;

b) The Bidder may only disclose Confidential Information in the following circumstances:
   - with the prior written consent of Purchaser;
   - to a member of the Bidder's Team ("Authorized Person") if:
     o the Authorized Person needs the Confidential Information for the performance of obligations under this contract;
     o the Authorized Person is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract. The Bidder shall do everything reasonably possible to preserve the confidentiality of the Confidential Information to the satisfaction of Purchaser.

c) The Bidder shall notify Purchaser promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of Purchaser.

d) The Bidder shall be liable to fully recompense Purchaser for any loss of revenue arising from breach of confidentiality. Purchaser reserves the right to adopt legal proceedings, civil or criminal, against the Bidder in relation to a dispute arising out of breach of obligation by the Bidder under this clause.

6.8.9. Change Orders/Alteration/Variation

a) The Bidder agrees that the requirements and Service requirements given in the Tender documents are minimum requirements and are in no way exhaustive and guaranteed by the Purchaser:
   - Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the quantities, specifications, drawings etc. of the Tender documents which the Bidder had not brought out to the Purchaser's notice till the time of award of work and not accounted for in his Bid shall not constitute a change order and such upward revisions and/or addition shall be carried out by Bidder without any time and cost effect to Purchaser.
   - It shall be the responsibility of the Bidder to meet all performance and other requirements of the Purchaser as stipulated in the Tender document / Contract. Any upward revisions / additions of quantities, specifications, technical manpower, service requirements to those specified by the Bidder in his Bid documents, that may be required to be made during installation / acceptance of the System or at any time during the currency of the contract in order to meet the conceptual design, objective and performance levels or other requirements as defined in the Tender documents shall not constitute a change order and shall be carried out by the Bidder without any change order and without any time and cost effect to the Purchaser whatsoever

b) The Purchaser may at any time, by a written change order given to the Bidder, make changes within the general scope of the Contract, including but not limited to:

  i.   Development of enhancements / new features in existing e-Governance applications that are listed in Section 7.2

  ii.   Any integration that will be required to be done with any new external system, which is currently not in scope, but can be requested later by AICTE

  iii. Designing solution and developing new modules/applications as required by AICTE.

  iv.   Developing any new website or portal.

  v.   Any major enhancements in website

c) The Purchaser will have the option to increase or decrease (decrease only if communicated to Bidder prior to availing of services / dispatch of goods / equipment) the Quantities, Licenses and/or Specifications of the goods/equipment to be supplied and installed by the Bidder or service requirements, as mentioned in the Contract, at any time during the contract period.

d) The clause for change order will come into effect from the date of go-live of the web portal and change order worth up to 5% of the total contract value would be covered under this contract and hence would not entail any additional payment by the purchaser

e) The written advice to any change shall be issued by the Purchaser to the Bidder up to 4 (four) weeks prior to the due date of provisioning/supply of such goods/equipment or commencement of services.

f) In case of increase in Quantities/ Licenses / Specifications or Service requirements or in case of additional requirement, the Bidder agrees to carry out / provision for such additional requirement at the rate and terms and conditions as provided in the Contract or as mutually agreed to by both the parties except for the appropriate extension of time to be allowed for delivery/installation of such extra goods/equipment or for commencement of such services. In case of decrease in Quantities or Specifications of goods/equipment or Service requirements, the Bidder shall give a reduction in price at the rate given in the Contract corresponding to the said decrease.

g) In case applicable rates for the increase/decrease in question are not available in the Contract then the rates as may be mutually agreed shall apply. The Bidder shall not be entitled to any claim by way of change of price, damages, losses, etc. The Bidder shall be compensated at actual for any cancellation charges provided the claim is duly supported by documentary evidence of having incurred cancellation charges, which results from Purchaser's action in reducing/canceling Scope of work

6.8.9.1.   Conditions for Change Order

a) The change order will be initiated only in case (i) the Purchaser directs in writing the Bidder to incorporate changes to the goods or design requirements already covered in the Contract. (ii) the Purchaser directs in writing to the Bidder to include any addition to the scope of work or services covered under this Contract or delete any part thereof, (iii) Bidder requests to delete any part of the work which will not adversely affect the operational capabilities and functioning of the system and if the deletions proposed are agreed to by the Purchaser and for which cost and time benefits shall be passed on to the Purchaser.

b) Any change order comprising an alteration which involves change in the cost of the goods and/or services (which sort of alteration is hereinafter called a "Variation") shall be the

Subject of an amendment to the Contract by way of an increase or decrease in the Contract Value and adjustment of the implementation schedule if any.

c) If the Contract provides applicable rates for the valuation of the variation in question the Contract Value shall subject to Clause (d) of this section be increased or decreased in accordance with those rates.

d) If parties agree that the Contract does not contain applicable rates or that the said rates are inappropriate or the said rates are not precisely applicable to the variation in question, then the parties shall negotiate a revision of the Contract Value which shall represent the change in cost of the goods and/or works caused by the Variations. Any change order shall be duly approved by the Purchaser in writing.In case of any change request entailing additional payment, the additional payment must be agreed upon and must be preapproved by purchaser before SI executes the same.

e) If there is a difference of opinion between the Bidder and Purchaser's Representative on whether a particular item, work or part of the work constitutes a change order or not, the matter shall be handled in accordance with the procedures set forth in Clause (k) of Section 6.8.9.2.

6.8.9.2. Procedures for Change Order

a) Upon receiving any revised requirement/advice, in writing, from the Purchaser, the Bidder would verbally discuss the matter with Purchaser's Representative.

b) In case such requirement arises from the side of the Bidder, he would also verbally discuss the matter with Purchaser's Representative giving reasons thereof.

c) In either of the two cases as explained in Clause (a) and Clause (b) of this section, the representatives of both the parties will discuss on the revised requirement for better understanding and to mutually decide whether such requirement constitutes a change order or not.

d) If it is mutually agreed that such Requirement constitutes a "Change Order" then a joint memorandum will be prepared and signed by the Bidder and Purchaser to confirm a "Change Order" and basic ideas of necessary agreed arrangement.

e) Bidder will study the revised requirement in accordance with the joint memorandum under Clause (d) of this section and assess subsequent schedule and cost effect, if any.

f) Upon completion of the study referred to above under Clause (e) of this section, the results of this study along with all relevant details including the estimated time and cost effect thereof with supporting documents would be submitted to the Purchaser to enable the Purchaser to give a final decision whether Bidder should proceed with the change order or not in the best interest of the works.

g) The estimated cost and time impact indicated by Bidder shall be considered as a ceiling limit and shall be provisionally considered for taking a decision to implement change order.

h) The time impact applicable to the Contract shall be mutually agreed, subsequently, on the basis of the detailed calculations supported with all relevant back up documents.

i) In case Bidder fails to submit all necessary substantiation/calculations and back up documents, the decision of the Purchaser regarding time and cost impact shall be final and binding on the Bidder.

j) If Purchaser accepts the implementation of the change order under Clause (f) of this section in writing, which would be considered as change order, then Bidder shall commence to

proceed with the enforcement of the change order pending final agreement between the parties with regard to adjustment of the Contract Value and the Schedule.

k) In case, mutual agreement under Clause (d) of this section, i.e. whether new requirement constitutes the change order or not, is not reached, then Bidder in the interest of the works, shall take up the enforcement of the change order, if advised in writing to do so by Purchaser's Representative pending settlement between the two parties to the effect whether such requirement constitutes a change order or not as per the terms and conditions of Contract documents. The time and cost effects in such a case shall be mutually verified and recorded. Should it establish that the said work constitutes a change order, the same shall be compensated taking into account the records kept in accordance with the Contract.

l) The Bidder shall submit necessary back up documents for the change order showing the break-up of the various elements constituting the change order for the Purchaser's review. If no agreement is reached between the Purchaser and Bidder within 60 days after Purchaser's instruction in writing to carry out the change concerning the increase or decrease in the Contract Value and all other matters described above, either party may refer the dispute to arbitration

6.8.9.3. Conditions for revised work / change order

The provisions of the Contract shall apply to revised work / change order as if the revised work / Change order has been included in the original Scope of work. However, the Contract Value shall increase / decrease and the schedule shall be adjusted on account of the revised work / Change orders as may be mutually agreed in terms of provisions set forth in Section 6.8.9.2. The Bidder's obligations with respect to such revised work / change order shall remain in accordance with the Contract.

6.8.10. Suspension of Work

a) The Bidder shall, if ordered in writing by Purchaser's Representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Bidder shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Bidder, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Bidder. In case the suspension of works, is not consequent to any default or failure on the part of the Bidder, and lasts for a period of more than 2 months, the Bidder shall have the option to request Purchaser to terminate the Contract with mutual consent.

b) In the event that Purchaser suspends the progress of work for any reason not attributable to the Bidder for a period in excess of 30 days in aggregate, rendering the Bidder to extend his performance guarantee then Purchaser shall bear only the cost of extension of such bank guarantee for such extended period restricted to the normal bank rates as applicable in the international banking procedures subject to the Bidder producing the requisite evidence from the bank concerned.

c) If the Bidder is not able to comply with the contractual obligations, the EMD/Bank Guarantee for Contract Performance will be forfeited in full. Besides legal action shall be taken separately.

6.8.11.   Penalty Calculation Process

Any unjustified and unacceptable delay beyond the delivery, installation and commissioning schedule as per contract will render the Bidder liable for penalty or liquidity damages as per the rates mentioned in "Appendix IV: Service Level Agreement"

6.8.12.   Installation Process

During installation at site, if any item is found to be defective or broken, it will be replaced with new one by the Bidder at its own cost and risk within 30 days from the date on which the Bidder has been informed of such damage.

6.8.13.   Payment for Working Overtime or on Weekends / Public Holidays

During the currency of the project, the working hours for AICTE will be defined as an 8.5 hourperiod each day (i.e. from 9:00 am to 5:30 pm) from Monday to Friday. AICTE may also require occasional support from the deployed personnel of the Bidder outside the above defined working hours or on weekends / public holidays (as per the official holidays observed by All India Council for Technical Education (AICTE), New Delhi).

In case AICTE requires any of the deployed personnel of the Bidder to work outside the above mentioned working hours or weekends / public holidays the Bidder shall facilitate the same. The Bidder needs to provide the financials for the same as per Appendix II: Form 2B.

6.8.14.   Payment Process

a) Purchaser shall make payments only to the Bidder at the times and in the manner set out in the Payment schedule as specified later in this RFP in Section 10 subject always to the fulfillment by the Bidder of the obligations herein. Purchaser will make all efforts to make payments to the Bidder within 30 days of receipt of invoice(s) and all necessary supporting documents.

b) Purchaser shall make all payments under this Contract, as set out in the Payment clause to the Bidder only and shall not be liable to make any payments or for any other related obligation under this contract to any other party including but not limited to the Bidder's sub-contractors or any other member of Bidder's Team or any third party engaged by the Bidder in any way connected with the discharge of the Bidder's obligation under the Contract and in any manner whatsoever. The Bidder shall be fully liable and responsible for meeting all such obligations and all payments to be made to the aforesaid entities/parties.

c) All payments agreed to be made by Purchaser to the Bidder in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable including costs of maintenance, if any and Purchaser shall not be liable to pay any such levies/other charges under or in relation to this Contract and/or the Services.

d) Payment shall be paid at the times and in the manner set out in the Payment schedule as specified under Section 10: Payment Schedule, against value of contract. GST shall be charged on actuals as per the applicable rates. However, GST shall be reimbursed against

submission of payment proofs. Works contract taxes, if any applicable, shall be reimbursed against actual and against submission of payment proofs.

e) In case of change in taxes under change in law, appropriate parties shall be passed the benefit of the same over and above the contract value. No invoice for extra work/change order on account of change order will be submitted by the Bidder unless the said extra work /change order has been approved by the Purchaser as per mutually agreed rates in writing in accordance with Clause on Change order.

f) In the event of Purchaser noticing at any point of time that any amount has been disbursed wrongly to the Bidder or any other amount is due from the Bidder to the Purchaser, the Purchaser shall, after notifying the Authorised Representative of the Bidder in writing and without prejudice to its rights, deduct such amount from any payment due to the Bidder or recover such amounts by other means. The details of such recovery, if any, will be intimated to the Bidder within a stipulated time frame as agreed to by both the parties.

g) In the event of the Bidder noticing at any point of time that there has been short payment by the Purchaser on any invoice, the Bidder shall bring it to the record of the Authorised Representative of the Purchaser. The amount due to the Bidder will be released through a fresh invoice or as mutually agreed to by both the parties.

6.8.15.   Deductions

All payments to the 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 Purchaser may have paid or incurred, for which under the provisions of the Contract, the Bidder is liable, the same shall be deducted by Purchaser from any dues to the Bidder. All payments to the Bidder shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the Purchaser to the Bidder on chargeable basis.

6.8.16.   Duties, Taxes and Statutory levies

a) The Bidder shall bear all personnel taxes levied or imposed on its personnel, sub-contractor(s), consultants, or any other member of Bidder's Team, etc. on account of payment received under this Contract. The Bidder shall bear all corporate taxes, levied or imposed on the Bidder on account of payments received by it from the Purchaser for the work done under this Contract.

b) Bidder shall bear all taxes and duties etc. levied or imposed on the Bidder under the Contract including but not limited to GST, Sales Tax, Customs duty, Excise duty, Octroi, Service Tax, VAT, Works Contracts Tax and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof up to the date for submission of final price bid, i.e., on account of payments received by him from the Purchaser for work done under the Contract. It shall be the responsibility of the Bidder to submit to the concerned tax authorities the returns and all other connected documents required for this purpose. The Bidder shall also provide the Purchaser such information, as it may be required in regard to the Bidder's details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The amount of tax withheld by the Purchaser shall at all times be in accordance with Indian Tax Law and the Purchaser shall promptly furnish to

the Bidder original certificates (Challans) for tax deduction at source and paid to the Tax Authorities.

c) If there is any increase / reduction in taxes / duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser.

d) The Bidder shall be solely responsible for the payment /fulfillment of its tax liabilities and obligations under the Income Tax Act and other such laws in force and the Purchaser shall not bear responsibility for the same. Bidder shall indemnify Purchaser against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty any such Tax Authority may assess or levy against the Purchaser/Bidder.

e) The Purchaser shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly.

6.8.17.   Protection and Limitations

The warranty period for the systems shall be taken into account from the date of completion of supply of products, its successful installation/commissioning and acceptance by Purchaser, including free spare parts, kits etc. Failure to provide satisfactory warranty service/support shall attract penalties.

6.8.18.   Representation and Warranties

a) In order to induce the Purchaser to enter into this Contract, the Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

   i.   That the selected Bidder has the power and the authority that would be required to enter into this Contract and the requisite experience, the technical know-how and the financial wherewithal required to successfully execute the terms of this contract and to provide services sought by the Purchaser under this contract

   ii.   That the Bidder is not involved in any major litigation or legal proceedings, pending, existing, and potential or threatened, that may have an impact of affecting or compromising the performance or delivery of Services under this Contract.

   iii. That the representations and warranties made by the Bidder in its Bid, Tender and Contract are and shall continue to remain true and correct throughout the term of this Contract and Bidder shall fulfill all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Contract and the Tender and unless the Purchaser specifies to the contrary, the Bidder shall be bound by all the terms of the Bid.

   iv.   That the Bidder and its team has the professional skills, personnel, infrastructure and resources/authorizations that are necessary for providing all such services as are necessary to fulfill the scope of work stipulated in the Tender and this Contract.

   v.   That the Bidder shall ensure that all assets/ components including but not limited to equipment, software, licenses, processes, documents, etc. installed, developed, procured, deployed and created during the term of this Contract are duly maintained and suitably updated, upgraded, replaced..

   vi.   That the Bidder /Bidder's Team shall use such assets of the Purchaser as the Purchaser may permit for the sole purpose of execution of its obligations under the

terms of the Bid, Tender or this Contract. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.

vii.   That the Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the Purchaser indemnified in relation thereto.

viii.   That the execution of the scope of work and the Services herein is and shall be in accordance and in compliance with all applicable laws.

ix.   That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.

x.   That all conditions precedent under the Contract have been satisfied.

xi.   That neither the execution and delivery by the Bidder /Bidder's Team of the Contract nor the Bidder's /Bidder Team's compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any Applicable Law or any order, writ, injunction or decree of any court or Governmental Authority binding on the Bidder, (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Bidder.

xii.   That the Bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including but not limited to stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.

xiii.   That the Bidder confirms that there has not been and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the Purchaser, which may directly or indirectly have a bearing on the Contract or the project.

xiv.   That the Bidder owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the Bidder on which it grants or purports to grant or create any interest pursuant to the Contact, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.

xv.   That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the performance of the project under this contract and regarding the same the Bidder does not, so far as the Bidder is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. So far as the Bidder is aware, none of the Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use, which are material in the context of the Bidder's business and

operations for the performance of this contract are being infringed nor, so far as the Bidder is aware, is there any infringement or threatened infringement of those Intellectual Property Rights licensed or provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) required by the Bidder for the performance of the contract are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Purchaser indemnified in relation thereto. The remedy for any breach of this Clause shall be the indemnity set forth in Clause (c) of Section 6.8.4 for Intellectual Property Rights.

xvi. That the Bidder agrees to incorporate, within the contract value, all hardware configuration, software changes, upgrades and patches to the system, announced by him from time to time keeping in view the advancement in technology, shortcomings of the system and any changes required for improving the overall efficiency of the system during the contract period.

xvii. That the Bidder shall provide adequate and appropriate support and participation, on a continuing basis, in tuning all supplied hardware and software to meet the requirements of the applications.

xviii. If and when the system and/or components of the system are required to be relocated / shifted within the same Data Center Site or to a new Data Center Site, the Bidder shall undertake required work related for de-commissioning / re-commissioning and other associated work, at no additional cost to the Purchaser. Associated cost for transportation, insurance and packing shall however be borne by the Purchaser. For any such relocation / shifting efforts beyond two such occurrences during the contract period, extra charges shall be mutually agreed upon.

b) For the specified SLAs, the Bidder should additionally warrant the following conditions:

i. The Bidder has full capacity and authority and all necessary approvals to enter into and perform its obligations under the SLA and to provide the Services;

ii. The SLA has been executed by a duly authorized representative of the Bidder;

iii. The Bidder is experienced in managing and providing works similar to the Services and that it will perform the Services with all due skill, care and diligence in compliance with the applicable laws;

iv. The Services will be provided and rendered by appropriately qualified, trained and experienced personnel;

v. Bidder has and will have all necessary licenses, approvals, consents of third parties and all necessary technology, hardware and software to enable it to provide the Services;

- The Services will be supplied in conformance with all applicable laws, enactments, orders and regulations;

- Bidder will use its reasonable endeavors to ensure that the equipment, software and hardware supplied and/or used in the course of the provision of the Services, are updated, new, operational and functional; and

- If Bidder uses, in the course of the provision of the Services, components, equipment, software and hardware manufactured by any third party which are embedded in the Deliverables or are essential for the successful use of the

Deliverables, it will pass through third party manufacturer's warranties relating to those components, equipment, software and hardware to Purchaser to the extent possible. In the event that such warranties cannot be enforced by the Purchaser, the Bidder will enforce such warranties on behalf of the Purchaser and pass on to the Purchaser, the benefit of any other remedy received in relation to such warranties.

6.8.18.1. Warranties regarding project assets

a) A comprehensive warranty applicable on goods supplied under this contract shall be provided by the respective OEM for the period of contract from the date of acceptance of respective system by the Purchaser.

b) Technical Support for Software applications shall be provided by the respective OEMs for the period of contract. The Technical Support should include all upgrades, updates and patches to the respective Software applications.

c) The Bidder warrants 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 duration of the contract.

d) The Bidder warrants that the goods supplied under this contract shall be of the highest grade and quality and consisted with the established and generally accepted standards for materials of this type. The goods shall be in full conformity with the specifications and shall operate properly and safely. All recent design improvements in goods, unless provided otherwise in the Contract, shall also be made available.

e) The Bidder further warrants that the Goods supplied under this Contract shall be free from all encumbrances and defects/faults arising from design, material, manufacture or workmanship (except insofar as the design or material is required by the Purchaser's Specifications) or from any act or omission of the Bidder, that may develop under normal use of the supplied Goods in the conditions prevailing at the respective Data center Sites.

f) The Purchaser shall promptly notify the Bidder in writing of any claims arising under this warranty.

g) Upon receipt of such notice, the Bidder shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without prejudice to any other rights which the Purchaser may have against the Bidder under the Contract.

h) If the Bidder, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Bidder's risk and expense and without prejudice to any other rights which the Purchaser may have against the Bidder under the Contract.

i) Any OEM specific warranty terms that do not conform to conditions under this Contract shall not be acceptable

j) In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has

been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under the Agreement

k) Notwithstanding what has been stated elsewhere in this RFP and the Appendices attached herein, in the event the System Integrator is unable to meet the obligations pursuant to the implementation of the Projects and/or provide the Operations and Maintenance Services and any related scope of work as stated in this RFP and the Appendices attached herein, Purchaser will, inter alia, have the option to invoke the Performance Bank Guarantee after serving a written notice fifteen days in advance on the System Integrator. Such right of the Purchaser shall be without prejudice to any other rights or remedies available under law or agreement.

6.8.19.   Limitation of Liability

a) Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.

b) Except in the case of Gross Negligence or Willful Misconduct on the part of the Bidder/Bidder's Team or on the part of any person or firm acting on behalf of the Bidder executing the work or in carrying out the Services, the Bidder, with respect to damage caused by the Bidder including to property and/or assets of the Purchaser or of any of Purchaser's vendors shall regardless of anything contained herein, not be liable for any direct loss or damage that exceeds (A) the Contract Value or (B) the proceeds the Bidder may be entitled to receive from any insurance maintained by the Bidder to cover such a liability, whichever of (A) or (B) is higher.

   i.   For the purposes of the Clause (b) of this section, "Gross Negligence" means any act or failure to act by a Party which was in reckless disregard of or gross indifference to the obligations of the Party under the Contract and which causes harmful consequences to life, personal safety or real property of the other Party which such Party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property.

   ii. "Willful Misconduct" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.

c) This limitation of liability slated in Section 6.8.18, shall not affect the Bidder liability, if any, for direct damage by Bidder/Bidder's Team to a Third Party's real property, tangible personal property or bodily injury or death caused by the Bidder/Bidder's Team or any person or firm/company acting on behalf of the Bidder in executing the work or in carrying out the Services."

6.8.20.   Data protection and use

a) In the course of providing the Services the Bidder may be compiling, processing and storing proprietary Project Data relating to the Purchaser.

b) The Bidder and Purchaser are responsible for complying with its respective obligations under the applicable data protection laws and regulations governing the Project Data.

c) As a processor of Project Data, the Bidder will process Project Data in accordance with the terms of this Tender.

d) The Bidder shall not transfer any Project Data to any person or organization unless otherwise authorized by the Purchaser in this regard.

e) Upon reasonable written request from a Party, the other Party will provide the requesting Party with such information that it has regarding the Project, its Data and its processing which is necessary to enable the requesting party to comply with its obligations under the applicable data protection law or regulation.

6.8.21.   Audit, access and reporting

a) Bidder shall monitor progress of all the activities related to the execution of this contract and shall submit to the Purchaser, at no extra cost, progress reports with reference to all related work, milestones and their progress during the implementation phase on a fortnightly basis.

b) Post completion of each Phase, the Bidder shall submit to the Purchaser, MIS reports as an ongoing basis.

c) Bidder should ensure MIS reporting as per defined service levels in Appendix IV: Service Level Agreements of the RFP. The selected bidder shall establish and maintain a web-based project tracking system wherein all the project tasks / activities are tracked against the baseline plan in a prompt manner – so that any of the project stakeholders can monitor the project progress without having to request / wait for periodic project status reports. In order to meet this requirement, the project members from the Bidder's team must all diligently update the status in this tool at least on a daily basis. This shall be operated throughout the project duration to ensure coverage of the operational activities

d) Formats for all abovementioned reports and their dissemination mechanism shall be discussed and finalized at the Kick-Off meeting. The Purchaser on mutual agreement between both parties may change the formats, periodicity and dissemination mechanism for such reports.

e) Periodic meetings shall be held between the representatives of the Purchaser and the 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, once in every 30 days to discuss the performance of the contract.

f) Bidder shall ensure that the respective solution teams involved in the execution of work are part of such meetings.

g) A Core Committee involving representative of the Purchaser, Purchaser and senior officials of the Bidder shall be formed for the purpose of this contract. This committee shall meet at intervals, as decided by the Purchaser later, to oversee the progress of the project.

h) All the goods, services and manpower to be provided / deployed by the 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 Purchaser's representative in accordance with the Contract.

i) The Purchaser 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 Purchaser may demand and upon such demand being made, the Bidder shall provide documents, data,

material or any other information which the Purchaser may require, to enable it to assess the progress/performance of the work / service.

j) At any time during the course of the Contract, the Purchaser shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the Bidder of its obligations/functions in accordance with the standards committed to or required by the Purchaser and the Bidder undertakes to cooperate with and provide to the Purchaser/ any other agency appointed by the Purchaser, all Documents and other details as may be required by them for this purpose. Such audit shall not include Bidder's books of accounts.

k) 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 Tender requirements/ standards, the Purchaser's representative shall so notify the Bidder in writing.

l) The Bidder shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time or to ensure compliance to Tender requirements. The Bidder shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the Purchaser or Purchaser's representative that the actual progress of work does not conform to the approved programme the Bidder shall produce at the request of the Purchaser's representative a revised programme showing the modification to the approved programme necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance to the stipulated requirements

m) The submission seeking approval by the Purchaser or Purchaser's representative of such programme shall not relieve the Bidder of any of his duties or responsibilities under the Contract.

n) 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 Tender requirements. Programme for deployment of extra man power/ resources will be submitted to the Purchaser for its review and approval. All time and cost effect in this respect shall be borne, by the Bidder within the contract value.

6.8.22.   Bidder's obligation

a) The Bidder's obligations shall include all the activities as specified by the Purchaser in the Scope of Work and other sections of the Tender and Contract and changes thereof to meet the Purchaser's objectives and operational requirements. It will be the 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 his Bid, the Tender and the Contract.

b) Security and safety of data will be responsibility of the selected bidder and after completion of the project complete data for all the application software will be handed over to department and department reserves the right to validate the data and selected bidder will provide necessary assistance

c) The Bidder shall be responsible to the Purchaser for meeting all obligations of the sub-contractors for executing the 'Scope of Work' and meeting all obligations of this tender. The Bidder shall also be the sole point of contact for all matters relating to this Tender and Contract thereof.

d) Purchaser reserves the right to interview the personnel proposed that will be deployed as part of the project team. If found unsuitable, the Purchaser may reject the deployment of the personnel.

e) Purchaser reserves the right to require changes in personnel which shall be communicated to the Bidder. Bidder with the prior approval of the Purchaser may make additions to the project team. Bidder shall provide the Purchaser with the resume of Key Personnel and provide such other information as the Purchaser may reasonably require. The Purchaser 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.

f) In case of change in its team members, 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 member.

g) The Bidder shall ensure that the Bidder's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. The Bidder shall ensure that the Services are performed through the efforts of the Bidder's Team, in accordance with the terms hereof and to the satisfaction of the Purchaser. Nothing in this Contract relieves the Bidder from its liabilities or obligations under this Contract to provide the Services in accordance with the Purchaser's directions and requirements and as stated in this Contract and the Bid to the extent accepted by the Purchaser and the Bidder shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team.

h) The Bidder shall ensure that all the personnel identified for this project have high level of integrity. Bidder shall undertake necessary due diligence to ensure that the personnel have high standard of trustworthiness. In addition, the Bidder would also get the background verification checks carried out for the personnel deployed, &will submit an undertaking verifying the same,as and when demanded by the Purchaser.Purchaser reserves the right to carry out background verification beyond the undertaking submitted by SI.

i) The Bidder shall provide its team, at the Data Centre Sites and Purchaser office location, requisite equipment & tools etc. that may be required by it during the contract period for performance of Services under this contract, at no extra cost to the Purchaser, as per the SLAs defined in the RFP

j) The 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.

k) The Bidder shall ensure that the OEMs supply equipment/components including associated accessories and software required and shall support the Bidder in the installation, commissioning, integration and maintenance of these components during the entire period of contract. The Bidder shall ensure that the COTS OEMs supply the software applications and shall support the Bidder in the installation / deployment, integration, roll-out and maintenance of these applications during the entire period of contract.

l) All the software licenses that the Bidder proposes should be perpetual software licenses ie. one time license cost should cover all future updates & support. The software licenses shall not be restricted based on location and the Purchaser should have the flexibility to

use the software licenses for other requirements if required. Any Email solution or software as a service solution should be provided for the entire contract period.

m) The 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. Annual Maintenance support shall include patches, updates and upgrades of the software. Bidder shall ensure that there is a comprehensive onsite warranty / support arrangement for the aforementioned period with all the OEMs or transfer in favour of purchaser for the benefit of any warranties given by OEMs.

n) The Bidder shall ensure that he conducts the preventive maintenance on a monthly basis and break-fix maintenance in accordance with the best practices followed in the industry.

o) The 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 Purchaser.

p) The Bidder's Representative(s) shall have all the powers requisite for the execution of scope of work and performance of services under this contract. The Bidder's Representative(s) shall liaise with the Purchaser's Representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. He will extend full co-operation to Purchaser'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. He shall also have complete charge of the Bidder's personnel engaged in the performance of the works and to ensure compliance of rules, regulations and safety practice. He shall also cooperate with the other Bidders/Vendors of the Purchaser working at the Purchaser's office location and Data centre Sites. Such Bidder's representative(s) shall be available to the Purchaser's Representative at respective Data centre Sites during the execution of works.

q) The Bidder shall be responsible on an ongoing basis for coordination with other vendors and agencies of the Purchaser in order to resolve issues and oversee implementation of the same. The Bidder shall also be responsible for resolving conflicts between vendors in case of borderline integration issues.

r) The Bidder shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that all its Personnel and agents, comply with the Applicable Laws.

6.8.22.1. Knowledge of Data Center Site conditions

a) Bidder shall be granted access to the Data center Sites for inspection by the Purchaser before commencement of installation. The plan shall be drawn mutually at a later stage.

b) The Bidder shall be deemed to have knowledge of the AICTE Data Center Site and its surroundings and information available in connection therewith and to have satisfied itself the form and nature thereof including, the data contained in the Bidding Documents, the physical and climatic conditions, the quantities and nature of the works and materials necessary for the completion of the works, the means of access, etc. and in general to have obtained itself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the Contract and his ability to perform it. However, if during pre-installation survey / during delivery or installation, Bidder detects physical conditions and/or obstructions affecting the work, the Bidder shall take all measures to overcome them.

6.8.22.2. Project Charter

a) Within 2 weeks of Effective date of the Contract, the Bidder shall submit to the Purchaser for its approval a detailed Project Charter with details of the programme showing the sequence, procedure and method in which he proposes to carry out the works as stipulated under Scope of Work of this Tender whenever reasonably required by the Purchaser's Representative furnish in writing the arrangements and methods proposed to be made for carrying out the works. The Charter so submitted by the Bidder shall conform to the requirements and timelines specified in the Contract. The Purchaser and the Bidder shall discuss and agree upon the work procedures to be followed for effective execution of the works, which the Bidder intends to deploy and shall be clearly specified. The Project Charter 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.

b) If the Bidder's work plans necessitate a disruption/ shutdown in Purchaser'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 on account of failure of the Bidder to bring its work plans to the notice of the Purchaser shall be to his account.

6.8.22.3. Bidder's Organization

a) The Bidder should provision for minimum manpower resources required for execution of work and provision of services under this contract.

b) The Bidder should to the best of his efforts, avoid any change in the organization structure proposed for execution of this contract or replacement of any manpower resource appointed. If the same is however unavoidable, Bidder shall promptly inform the Purchaser in writing, and the same shall require subsequent approval by the Purchaser.

c) In case of replacement of any manpower resource, the Bidder should ensure efficient knowledge transfer from the outgoing resource to the incoming resource and adequate hand-holding period and training for the incoming resource in order to maintain the continued level of service.

d) All manpower resources deployed by the Bidder for execution of this contract must strictly adhere to the attendance reporting procedures and make their services available as agreed upon for the entire reporting time period at the Data Centre Sites and Purchaser's office location.

e) The Bidder shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and provision of services for all costs/charges in connection thereof.

f) The Purchaser's Representative may at any time object to and require the Bidder to remove forthwith from the AICTE office any authorized representative or employee of the Bidder or any person(s) of the Bidder's team, if, in the opinion of the Purchaser's Representative the person in question has mis-conducted or his / her deployment is otherwise considered undesirable by the Purchaser's Representative. The Bidder shall

forthwith remove and shall not again deploy the person without the written consent of the Purchaser's Representative.

g) The Purchaser's Representative may at any time object to and request the Bidder to remove from the AICTE any of Bidder's authorized representative including any employee of the Bidder or his team or any person(s) deployed by Bidder or his team for professional incompetence or negligence or for being deployed for work for which he is not suited. The Bidder shall consider the Purchaser's Representative request and may accede to or disregard it. The Purchaser's Representative, having made a request, as aforesaid in the case of any person, which the Bidder has disregarded, may in the case of the same person at any time but on a different occasion, and for a different instance of one of the reasons referred to above in this Clause object to and require the Bidder to remove that person from deployment on the work, which the Bidder shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of the Purchaser's Representative.

h) The Purchaser's Representative shall state to the Bidder in writing his reasons for any request or requirement pursuant to this Clause.

i) The Bidder shall promptly replace every person removed, pursuant to this section, with a competent substitute, and at no extra cost to the Purchaser.

6.8.22.4. Adherence to safety procedures, rules regulations and restriction

a) 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 safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Bidder's Team shall abide by these laws.

b) Access to the Data Center Site shall be strictly restricted. No access to any person except the essential members of the Bidder's Team who are genuinely required for execution of work or for carrying out management/maintenance who have been explicitly authorized by the Purchaser shall be allowed entry to the Datacenter Site. Even if allowed, access shall be restricted to the pertaining equipment of the Purchaser only. Bidder shall maintain a log of all activities carried out by each of its team personnel.

c) The 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 as per the law and as per the regulations/guidelines issued by the relevant authorities/agencies apart from any specific requirement of the Purchaser during the execution of the work. The list of additional security requirements/regulations would be shared with the selected Bidder.

d) The 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.

6.8.22.5. Statutory Requirements

During the tenure of this Contract nothing shall be done by the 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 Purchaser indemnified in this regard.

6.8.22.6. Bidder's obligation – OEM

a) The Bidder must pass on the standard OEMs' warranty which comes bundled with the purchased equipment wherever it is superior to the warranty specified in this tender document.
b) Bidder has to provide documentary evidence for back-to-back support agreement with the respective OEM along with the OEM.
c) The Bidder undertakes to ensure the maintenance of the acceptance criteria /standards in respect of the systems

6.8.23.   Purchaser's Obligation

a) Purchaser or his/her 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.
b) Purchaser 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 fulfillment of this contract.
c) The Purchaser's 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.   Purchaser shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Purchaser is proper and necessary.
d) Purchaser may provide on Bidder's request, particulars/information/ or 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.
e) Purchaser shall provide to the Bidder, sitting space and basic infrastructure not including, stationery and other consumables at the Purchaser's office location and Data Center Site.

6.8.24.   Indemnity

a) The Bidder shall indemnify the Purchaser from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
   i.   any negligence or wrongful act or omission by the Bidder or the Bidder's Team or any third party associated with Bidder in connection with or incidental to this Contract; or
   ii.   Any breach of any of the terms of the Bidder's Bid as agreed, the Tender and this Contract by the Bidder, thesis' Team or any third party.

     iii.   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.

b) The Bidder shall also indemnify the Purchaser 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, and movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits.

6.8.25.   Termination

a) Purchaser may at any time terminate the purchase order / contract by giving written notice of four weeks to the Bidder, without any compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent.

b) In the event that either Party is in material breach of its obligations under the contract, the aggrieved Party may terminate the contract upon notice to the other Party. Any notice served pursuant to this Article shall give reasonable details of the material breach, which could include the following events:

     i.   If there is breach which translates into default in providing Services by the Bidder pursuant to the Agreement, continuously for more than one week, then the Purchaser, will serve a seven days' notice to Bidder for curing such breach. In case the breach continues after the notice period of 30 days, Purchaser may terminate the contract at the end of the notice period.

     ii.   The right of Purchaser to terminate the contract pursuant to this clause shall be without prejudice to any other rights and remedies available to Purchaser including without limitation invoking the Performance Bank Guarantee.

c) Without prejudice to any other rights and remedies available to Purchaser, the Purchaser may serve written notice on Bidder at any time to terminate the contract with immediate effect in the following events:

     i.   In the event of Change of Control of the Bidder

     ii.   In the event the Bidder has merged, amalgamated such that the net worth of the surviving entity is less than that of Bidder prior to such merger or amalgamation.

     iii.   In the event of a reasonable apprehension of bankruptcy of the Bidder:

- Bidder shall in the event of an apprehension of bankruptcy immediately inform Purchaser well in advance (at least 3 months) about such a development;
- Conversely if Purchaser apprehends a similar event regarding the Bidder, he/ she can exercise the right of termination in the manner stated herein above.

     iv.   In the event 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. In the event of the happening of any events of the above nature, the department shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor System Integrator/Bidder, and to ensure business continuity.

     v.   It is clarified that in case of events set out in Clause (c)(i) & (c) (ii) of this section, the Purchaser may, instead of terminating the contract, at its sole discretion, require a full performance bank guarantee of the obligations of the Bidder by a guarantor acceptable to the Purchaser. If such a guarantee cannot be procured

within 30 days of the Purchaser's demand, the Purchaser shall terminate the contract in accordance with this clause.

vi. On termination of the Contract for any reason, the SLA shall automatically terminate forthwith and the Purchaser will decide the appropriate course of action.

vii. The termination provisions set out in Clause (a) of Section 6.8.24 of this RFP shall apply to the SLA.

viii. In the event of termination of this Contract by the Purchaser before the expiry of the term, the Bidder shall be given a period of 30 days to demobilize itself,

d) The Purchaser 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 Purchaser

e) Purchaser may, by prior written notice sent to the Bidder at least 3 months in advance, 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 Department's convenience, the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective.

f) Upon termination of the contract, the Parties will comply with the Exit Management Schedule

g) Purchaser reserves the right to initiate civil as well as criminal action against the Bidder / Bidder personnel / agents for fraud or misappropriation, besides claiming damages and indemnification. The management of the Bidder would also be made liable for action in case of fraud, under applicable laws and Purchaser may terminate the contract, if deemed necessary.

h) Purchaser will not be responsible for any misinterpretation or wrong assumption by the Bidder.

6.8.26.   Force Majeure

a) For the purposes of this agreement, Force Majeure means an event which is beyond the reasonable control of a Party and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes but is not limited to war, riots, civil disorder, earthquake, fire , explosion, storm, flood or other adverse conditions, strikes, lockout or other industrial action (except where such strikes, lock out or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

b) 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 Tender. 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.

c) 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 Purchaser 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 / 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.

d) In case of a Force Majeure, all Parties will endeavor 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

6.8.27.   Definition for default

a) 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:

    i.   the Bidder/ Bidder's Team has failed to perform any instructions or directives issued by the Purchaser which it deems proper and necessary to execute the scope of work or provide services under the Contract, or

    ii.   the Bidder/ Bidder's Team has failed to confirm / adhere to any of the key performance indicators as laid down in the Key Performance Measures / Service Level Agreements, or if the Bidder has fallen short of matching such standards / benchmarks / targets as the Purchaser 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 Purchaser;

    iii.   the Bidder has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the Purchaser, 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 Purchaser; or

    iv.   the Bidder/ Bidder's Team has failed to adhere to any amended direction, instruction, modification or clarification as issued by the Purchaser during the term of this Contract and which the Purchaser deems proper and necessary for the execution of the scope of work under this Contract

    v.   the Bidder/ 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 Tender and this Contract

    vi.   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.

    vii.   The Bidder/Bidder's Team has failed to comply with or is in breach or contravention of any applicable laws.

b) Where there has been an occurrence of such defaults inter alia as stated above, the Purchaser shall issue a notice of default to the Bidder, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of thirty (30) days to enable such defaulting party to remedy the default committed.

c) Where despite the issuance of a default notice to the Bidder by the Purchaser the Bidder fails to remedy the default to the satisfaction of the Bidder, the Purchaser 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 Purchaser as per clause 6.8.27.

6.8.28.   Consequences of default

Where an Event of Default subsists or remains uncured the Purchaser shall be entitled to:

a) 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 Purchaser 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.

b) Suspend all payments to the Bidder under the Contract by a written notice of suspension to the Bidder, provided that such notice of suspension:
    i.   shall specify the nature of the failure; and
    ii.   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

c) Require replacement of any of the Bidder's sub-contractor(s) / Bidder's Team member(s) with another suitable member(s) where the Purchaser deems necessary. The Bidder shall in such case terminate forthwith all their agreements/ contracts/ other arrangements with such member(s) and find suitable replacement for such outgoing member(s) with another member(s) to the satisfaction of the Purchaser, who shall execute such Contracts with the Purchaser as the Purchaser may require. Failure on the part of the Bidder to find a suitable replacement and/or terminate all agreements/contracts with such member(s), shall amount to a breach of the terms hereof and the Purchaser in addition to all other rights, have the right to claim damages and recover from the Bidder all losses/ or other damages that may have resulted from such failure.

d) Terminate the Contract in part or in full

e) Retain such amounts from the payment due and payable by the Purchaser to the Bidder as may be required to offset any losses caused to the Purchaser as a result of such event of default and the Bidder shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser in this regard. Nothing herein shall effect the continued obligation of the Bidder and Bidder's Team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.

f) Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity, recover such other costs/losses and other amounts from the Bidder as may have resulted from such default and pursue such other rights and/or remedies that may be available to the Purchaser under law.

6.8.29.   Sub-Contracting

a) The Bidder shall not be permitted to appoint any delegate/subcontractor for the performance of Bidder Services under this contract

b) However, the support of OEMs only for certain tasks limited to installation / deployment, commissioning & maintenance support related to their respective product / equipment is permitted.

c) However, this shall not affect the responsibilities and liabilities of the SI towards the Purchaser under the Contract

6.8.30.   Dispute Resolution

a) The Purchaser and the Bidder shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract

b) If, after Thirty (30) days from the commencement of such direct informal negotiations, the Purchaser and the Bidder have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in (c) & (d) below

c) In the case of a dispute or difference arising between the Purchaser and the Bidder relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the award of two Arbitrators, one Arbitrator to be nominated by the Purchaser and the other to be nominated by the Bidder or in case of the said Arbitrators not agreeing, then to the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference, and in case the Arbitrators cannot agree to the Umpire, he may be nominated by the Secretary, Indian Council of Arbitration, New Delhi. The award of the Arbitrators, and in the event of their not agreeing, of the Umpire appointed by them or by the Secretary, Indian Council of Arbitration, New Delhi, shall be final and binding on the parties

d) The Arbitration and Conciliation Act 1996, the rules hereunder and any statutory modification or re-enactment thereof, shall apply to the arbitration proceedings

e) The Arbitration proceedings shall be held in Delhi, India

f) The Arbitration proceeding shall be governed by the substantive laws of India

g) The proceedings of Arbitration shall be in English language

h) 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 shall act as Presiding Arbitrator

i) In case, a party fails to appoint an arbitrator within 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 30 days from the date of their appointment upon request of a party, the Chief Justice of India or any person or institution designated by him (in case of International commercial Arbitration) shall appoint the Arbitrators/ Presiding Arbitrator. In case of domestic contracts, the Chief Justice of the High Court or any person

or institution designated by him within whose jurisdiction the subject work order/ Contract has been placed/ made, shall appoint the arbitrator/ Presiding Arbitrator upon request of one of the parties

j)   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 proceed de novo

k)   It is a term of the Contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter

l)   It is also a term of the Contract that neither party to the Contract shall be entitled for any interest on the amount of the award

m)   The Arbitral Tribunal shall give reasonable award and the same shall be final, conclusive and binding on the parties

n)   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

o)   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

p)   Continuance of the Contract:

q)   Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract

6.8.31.   Conditions Precedent

6.8.31.1. Conditions precedent for Project Implementation Phase

Subject to express terms to the contrary, the rights and obligations of the Parties in respect of the Project Implementation Phase shall be effective only upon fulfillment of all conditions precedent which are set in the RFP. However, Purchaser may at any time at its sole discretion waive fully or partially any of the aforesaid conditions precedent for the Bidder. The following conditions precedent needs to be fulfilled by the Bidder:

a)   Performance Bank Guarantee (PBG) as specified in Appendix III: Form 1 for Contract Performance to be submitted to AICTE

b)   Provide certified true copies of its constitutional documents and board resolutions authorizing the execution, delivery and performance of Form of Agreement, General Conditions of Contract, Scope of Work and SLA

6.8.31.2. Conditions precedent for Project Operations and Maintenance Phase

Subject to express terms to the contrary, the rights and obligations of the Parties in respect of the Project Operations and Maintenance Phase shall be effective only upon fulfillment of all conditions precedent which are set in Section 6.8.30.1. However, Purchaser may at any time at its sole discretion waive fully or partially any of the aforesaid conditions precedent for the SI. The following conditions precedent needs to be fulfilled by the Bidder:

a) AICTE application is designed, developed, tested, audited and certified before "Go-Live" date in accordance with respective provisions of the RFP

b) The ownership of assets (AICTE applications and System Software licenses) obtained in favor of Purchaser is passed on to Purchaser-HQ within a period of 15 days from the date of certification of such assets by the third party appointed by Purchaser and the project is declared Go-Live by Purchaser;

c) The AICTE project post go-live should have run successfully for a period of 90 days, to the satisfaction of Purchaser and the Bidder shall have been granted requisite certification thereafter as per the Agreement;

d) Bidder has to get the AICTE application audited and cleared by a CERT-IN empanelled third party security audit agency as selected by Purchaser before Go-Live date

e) Any relevant provisions set out in the Exit Management Schedule as per Clause 6.8.33 hereof are complied with and formalities contained therein fulfilled to the reasonable satisfaction of Purchaser.

6.8.31.3. Non-fulfillment of Conditions precedent for the Project Implementation Phase

a) In the event that any of the conditions precedent for the project implementation phase has not been fulfilled within 30 days of the effective date and the same has not been waived by Purchaser fully or partially, the Contract stands terminated as on that date, at the sole discretion of Purchaser

b) Notwithstanding anything contained to the contrary, in the event of termination of possession shall immediately revert to Purchaser, free and clear from any encumbrances or claims;

c) Instead of terminating the contract as per Clause (a) above, Purchaser may extend the time for fulfilling the conditions precedent and the milestones set out in the RFP. It is clarified that any extension of time shall be subject to imposition of penalty (as defined in the Contract) on the Bidder linked to the delay in achieving the milestones as specified in Appendix IV: Service Level Agreement

6.8.32.   Approvals and required consents

a) The Parties will cooperate reasonably to obtain, maintain and observe all relevant and customary regulatory and governmental licenses, clearances and applicable approvals (hereinafter the "Approvals") necessary for the SI to undertake implementation of the AICTE Project and provide the Services. The costs of all such approvals shall be borne by the Bidder.

b) Both Parties will give each other all co-operation and information reasonably required to meet their respective obligations under the Agreement.

c) Purchaser shall assist Bidder in obtaining the approvals. In the event that any approval is not obtained, the Bidder and Purchaser will co-operate with each other in achieving a reasonable alternative arrangement as soon as it is reasonably practicable for Purchaser, to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such approval is obtained. The Bidder shall 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 the Bidder's obligations are dependent upon such

approvals provided the delay in such approval is caused for reasons not attributable to the Bidder.

6.8.33.   Use and Acquisition of Project Assets

6.8.33.1. Procurement of Listed Assets

a) The Bidder shall conduct proper testing and analysis of the proposed Listed Assets to ensure that they fulfill the requirements of the AICTE Project, pursuant to the Agreement.

b) The Bidder shall submit the testing results, its analysis and its own recommendation about the Listed Assets to the Purchaser for approval.

c) After obtaining the required approval from the Purchaser, the Bidder shall purchase the proposed Listed Assets from the vendors of repute, on behalf of Purchaser.

d) The Bidder shall ensure that all the Listed Assets comply with all the requirements pursuant to the Agreement.

6.8.33.2. Use of Project Assets

a) The Bidder would be required to adhere to the following conditions:

   i.   Take all reasonable and proper care of the Project Assets and control of such Project Assets which will include all upgrades/ enhancements and improvements to meet the current needs of the AICTE Project;

   ii. Keep all the tangible Project Assets in as good and serviceable condition and/or the intangible Project Assets suitably upgraded, subject to the relevant standards as stated in Section 7: Scope of Work of the RFP as at the date the Bidder takes control of and/ or first uses the Project Assets and during the entire Term of the Agreement;

   iii. Ensure that any instructions or manuals supplied and provided by the manufacturer of the Project Assets for their use to the Bidder, will be followed by the Bidder and any person(s) who will be responsible for the use of the Assets;

   iv. Take such steps as may be properly recommended by the manufacturer of the Project Assets and notified to the Bidder or as may, in the reasonable opinion of the Bidder, be necessary to use them in a safe manner;

   v.   To the extent that the Project Assets are under the control of the Bidder, keep the Project Assets suitably housed and in conformity with any statutory requirements from time to time applicable to them;

   vi. Provide permission to Purchaser and any persons duly authorized to enter any land or premises on which the Project Assets are for the time being sited so as to inspect the same, subject to any reasonable third party requirements;

   vii. Not knowingly or negligently use or permit any of the Project Assets to be used in contravention of any statutory provisions or regulation or to law;

   viii. Use the Project Assets exclusively for the purpose of providing the Services as appropriate; and

   ix. Not sale, offer for sale, assign, mortgage, pledge, sub-let or lend out any of the Project Assets;

   x.   Use the Project Assets only in accordance with the terms hereof and those contained in SLA;

   xi. Obtain and/ or maintain standard forms of comprehensive insurance policy including liability insurance, system and facility insurance and any other insurance for the personnel, assets, data, software, etc. to be used for the Project;

   xii. Transfer the ownership of all the Project Assets (not already with Purchaser, including but not limited to the project documentation which is the work product of the development efforts involved in the Project) within 30 days of the acceptance of the same by Purchaser upon testing and/ or audit , to the Purchaser in accordance with the terms of the contract;

   xiii. Ensure the integration of the software with hardware to be installed and the current assets in order to ensure the smooth operations of the entire solution architecture to provide efficient services to all the Stakeholders of AICTE Project in an efficient and speedy manner;

   xiv. Obtain an approval (i.e. sign off) from the Purchaser at each stage is essential to close each of the above considerations

b) Access to Bidder or its nominated agencies to Project locations

   i.   For so long as the Bidder provides Services from any Project Location on a non-permanent basis and to the extent necessary for the Bidder to provide the Services and at no cost to the nominated agency, Purchaser, shall, subject to compliance by the Bidder with any safety and security guidelines which may be notified by Purchaser to the Bidder in writing, provide the Bidder and nominated agency with:

   • Reasonable access, in the same manner granted to Project employees, to Project Locations twenty-four hours a day, seven days a week; and

   • Access to office equipment as mutually agreed and other related support services in such location and at such other Project Location, if any, as may be reasonably necessary for the System Integrator to perform its obligations hereunder and under the SLA.

   ii. Locations and items shall be made available to the Bidder on an "as is, where is" basis by the Purchaser/ Purchaser. The Bidder agrees to ensure that its employees, agents and contractors do not use the location, services and items :

   • for the transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or

   • In a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality)

6.8.34.   Exit Management

6.8.34.1. Exit Management Purpose

a) This schedule sets out the provisions, which will apply on expiry and termination of the contract, the Project Implementation, Operation and service level

b) In the case of termination of the Project Implementation and/or Operation and Management, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.

c) The parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule

6.8.34.2. Cooperation and provision of information

a) The bidder will allow the Purchaser or its nominated agency access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the Purchaser to assess the existing services being delivered;

b) Promptly on reasonable request by the Purchaser, the bidder shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services. The Purchaser shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data.

6.8.34.3. Confidential Information and Security Data

a) The bidder will promptly on the commencement of the exit management period supply to the Purchaser or its nominated agency the following:
    i.   information relating to the current services rendered and performance data;
    ii.   documentation relating to Computerization Project's Intellectual Property Rights;
    iii.   documentation relating to sub-contractors & Original equipment manufacturer (OEM's);
    iv.   all current and updated data as is reasonably required for purposes of Purchaser or its nominated agencies transitioning the services to its Replacement bidder in a readily available format nominated by the Purchaser, its nominated agency;
    v.   all other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable Purchaser or its nominated agencies, or its Replacement bidder to carry out due diligence in order to transition the provision of the Services to Purchaser or its nominated agencies, or its Replacement bidder (as the case may be).

b) Before the expiry of the exit management period, the bidder shall deliver to the Purchaser or its nominated agency all new or up-dated materials from the categories set out in Schedule above and shall not retain any copies thereof, except that the bidder shall be permitted to retain one copy of such materials for archival purposes only.

c) Before the expiry of the exit management period, unless otherwise provided under the contract, the Purchaser or its nominated agency shall deliver to the bidder all forms of bidder confidential information, which is in the possession or control of Purchaser or its Purchasers.

6.8.34.4. Employees

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

b) Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the bidder to the Purchaser or its nominated agency, or a Replacement bidder ("Transfer Regulation") applies to any or all of the employees of the bidder, then the Parties shall comply with their respective obligations under such Transfer Regulations.

c) To the extent that any Transfer Regulation does not apply to any employee of the bidder, Purchaser, or its Replacement bidder may make an offer of employment or contract for services to such employee of the bidder and the bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the purchaser or any Replacement bidder.

6.8.34.5. Transfer of Certain Agreements

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

6.8.35.   Applicable Law

a) The Bidder shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

b) All disputes in this connection shall be settled in Delhi jurisdiction only.

c) Purchaser reserves the right to cancel this tender or modify the requirement.

d) Purchaser also reserves the right to modify/relax any of the terms & conditions of the tender by declaring / publishing such amendments in a manner that all prospective vendors / parties to be kept informed about it.

e) Purchaser in view of projects requirement may reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing state.

f) The Bidder should provide all manuals and documentation related to all systems and processes.

7. Scope of Work

7.1. Broad Scope of Work

a) Deployment (including implementation & testing) and maintenance of a comprehensive software solution for departmental portal to meet requirements of the e-Governance applications

b) Solution should be capable of operation in cloud environment (whenever AICTE decides to move it to cloud) and the definition of Cloud should be as per NIST (National Institute of Standards and Technology)

c) If & when AICTE decides to move to cloud during the contract period, it would be the Bidder's responsibility to provide effort estimate and sizing requirements for the same and execute the migration to cloud environment. However, the cost required to move to cloud will be borne by AICTE.

d) Deployment and maintenance of ICT infrastructure **(Bidder needs to use the existing infrastructure as detailed out in Section 8. If the Bidder proposes any additional infrastructure, the same needs to be justified to the Purchaser)**

e) Procurement, deployment & maintenance of any additional infrastructure proposed by the Bidder

f) Migration of data from legacy departmental applications to the new system

g) Maintenance and enhancement of AICTE's website

h) Support Data centre and provide support to all existing and new applications

i) Setting up, operational management and maintenance of Helpdesk to resolve queries regarding various processes, services of the department etc as well as internal user queries regarding the IT infrastructure, Application trouble shooting etc

j) Preparation of Training Plan, Training Material &Delivery of Training to Departmental Staff

k) Preparation of audio visual help content ("how to" videos)to guide internal/external users in operating the portal & accessing the e-Governance applications

7.2. AICTE e-Governance Applications

This section details out the functional & business logic of the e-Governance applications. The information presented in this section is for the purpose of familiarizing the bidder with the internal workings of the e-Governance applications & should not be considered as an exhaustive scope. For the development of the required solution the Bidder would need to understand the workflow of each of these applications in more detail by interacting with the internal stakeholders.

7.2.1. Approval Process

S. No.	Parameter	Description
1.	Process Objectives	To grant approval for number of seats in each technical institution across the country depending upon the requirements of that region as well as the resources and manpower available with the institutes.
2.	Process Owner	• AICTE
3.	Stakeholders	• Educational Institutions • AICTE
4.	Process Input	• Filled registration application form along with supporting documents and fees
5.	Process Output	• Letter of Acceptance/Rejection

S. No.	Parameter	Description
6.	List of Documents used or generated during the process	- Application form filled by the institute - Supporting documents - Receipt of applicable fees paid by the institute
7.	Key activities carried out under the process	1. Designated official from the institute submits the application on the website of All India Council for Technical Education 2. If the institute is new then a 3-member Scrutiny Committee is formed for evaluation 3. The committee verifies the application and supporting documents in presence of the institute's officials and accepts/rejects it a. If accepted, the institute is recommended for a visit by the Expert Visit Committee (EVC) b. If rejected then the institute's officials are again called for scrutiny 4. The application is forwarded to the Regional Committee and then further to the Executive Committee for their review a. If accepted, the institute is asked to submit the deposit and affidavit b. Upon receiving the same, the letter of acceptance is issued c. If rejected, the letter of rejection is issued 5. If the institute is old then a. If there are any changes from the previous year the procedure depicted in Step 4 above is followed b. If there are no changes then the approval is granted automatically

7.2.2. JFDR

S. No.	Parameter	Description
1.	Process Objectives	Online process is developed for Institutes to apply for refund of matured FDs. Institutes can also track the progress of their application.
2.	Process Owner	• AICTE
3.	Stakeholders	• AICTE • Educational Institutions
4.	Process Input	• Filled application form along with supporting documents
5.	Process Output	• Eligibility of the Institute and FD Maturity details are checked before approving the FD refund • Release of FD
6.	List of Documents used or generated during the process	• Copy of Letter of Intent (LOI) • Copy of Letter of Approval (LOA) • Original Scanned Copy of FDR • Affidavit • Copy of Institute Closure • EOA Attachment
7.	Key activities carried out under the process	1. To apply online for Fixed Deposit Refund, Institute will fill up the details in the e-Governance Portal and attach relevant attachments. 2. After the application is submitted, the application is verified by RO, Vigilance and HQ cells. 3. Once verified by all, the FD can be released else deficiency is noted and the application is sent back to the institutes for resubmission. 4. Institutes can track the status of their application.

7.2.3. Deficiency Calculation

S. No.	Parameter	Description
1.	Process Objectives	While processing the application for an Institute, AICTE needs to confirm that the institute fulfils certain set of norms to support the courses for which the approvals are applied for.
2.	Process Owner	• AICTE
3.	Stakeholders	• AICTE • Educational Institutions
4.	Process Input	• Filled application form along with supporting documents
5.	Process Output	• A detailed Deficiency report, mentioning the deficiency reasons
6.	List of Documents used or generated during the process	• Once the user has calculated deficiency, user would be able to generate deficiency report from the system
7.	Key activities carried out under the process	1. The deficiency module in AICTE's e-Governance portal compares the inputs provided by Institute with the preset norms in the application and provides the list of deficiencies in the form of a report. 2. Institutes need to fulfil these deficiencies so as to conform to AICTE regulations.

7.2.4. Post Graduate Scholarship

S. No.	Parameter	Description
1.	Process Objectives	To grant scholarship to eligible students upon verification of supporting documents by both the institute as well as AICTE. The scholarships are disbursed through DBT (Direct Benefit Transfer)
2.	Process Owner	• AICTE
3.	Stakeholders	• Applicant/Student • Educational Institutions • AICTE
4.	Process Input	• Filled registration application form along with supporting documents and fees
5.	Process Output	• Disbursal of scholarship to eligible candidates
6.	List of Documents used or generated during the process	• List of students along with detailed information to be input by the institute on AICTE's web portal • Supporting documents to verify marks in qualifying exam • Attendance details of students • Bank account details of the students
7.	Key activities carried out under the process	1. Designated official logs into the AICTE's web portal using single sign-on facility 2. The official retrieves the basic info of the students using UID integration and fills in the remaining details manually on the website of All India Council for Technical Education 3. If the student is eligible for scholarship then he logs into the web portal using single sign-on facility and needs to apply for the scholarship by selecting it from the available options 4. The student then submits the documents for verifying marks in the qualifying exam and other required documents 5. The details submitted by the student are verified by the institute 6. The details are then further verified by AICTE officials 7. AICTE then takes into consideration the attendance details submitted by the institute for the student 8. AICTE then disburses the scholarship via DBT

7.2.5. Research, Institutional & Faculty Development Bureau

S. No.	Parameter	Description
1.	Process Objectives	To grant funds to promote research in identified thrust areas of research in Technical Education and equip technical institutions with modern infrastructural / laboratory / workshop / computing facilities to enhance their teaching training and research capabilities
2.	Process Owner	• AICTE
3.	Stakeholders	• Educational Institutions • AICTE
4.	Process Input	• Filled registration application form
5.	Process Output	• Submission of report to RIFD division
6.	List of Documents used or generated during the process	• Report generated post submission of application by institutions which is forwarded to the RIFD division
7.	Key activities carried out under the process	1. Designated official from the institute logs into the AICTE's web portal using single sign-on facility 2. The official fills in the application form & submits it

S. No.	Parameter	Description
		3. Report is generated based on the filled in details and forwarded to the RIFD division

7.2.6. J&K Scholarship

S. No.	Parameter	Description
1.	Process Objectives	To register the students eligible for disbursal of scholarship under special scholarship scheme for Jammu & Kashmir and disbursal under the Direct Benefit Transfer Scheme(DBT)
2.	Process Owner	• AICTE
3.	Stakeholders	• AICTE • J&K Students
4.	Process Input	• Filled in registration application form along with supporting documents
5.	Process Output	• Disbursal of Scholarship through DBT
6.	List of Documents used or generated during the process	• Application form filled by the student • Joining Report • Fee Receipts • Certificate for Reasonability of Rent • Book receipts • Bank pass book and Account Details • Aadhar Card

7.	Key activities carried out under the process	1. Student logs into AICTE's web portal using single sign-on facility
		2. Student enters his UID and basic information is retrieved
		3. Students would be required to upload Domicile certificate, Income certificate, Class 10 mark sheet and category certificate
		4. Student is required to give preference of course
		5. Student to provide preference on admission on his/her own or through counseling
		6. Applicant is required to get document uploaded and originals verified at the facilitation center.
		7. Counseling will be done for allotment.
		8. Student logs into AICTE's web portal using single sign-on facility
		9. Students are required to pay fees and upload following documents after getting verified from the Institute:
		   a. Joining report
		   b. Fee Receipts(Tuition/Hostel/other incidental charges)
		   c. In case student not residing in hostel
		      i. Certificate from University/Institute regarding reasonability of Rent claimed
		   d. Book receipts in the student name with details of Books purchased
		10. Submit the information of Institute and course through Institution Details
		11. Enter details of fees paid under different heads through Fee information tab
		12. Approval process is carried offline by AICTE.

7.2.7. Pragati & Saksham

S. No.	Parameter	Description
1.	Process Objectives	To online register eligible candidates for Pragati Scholarship and disbursal of scholarship to candidates through Direct benefit Transfer

S. No.	Parameter	Description
2.	Process Owner	• AICTE
3.	Stakeholders	• AICTE • Eligible Students
4.	Process Input	• Online registration of application form along with supporting documents.
5.	Process Output	• Direct benefit Transfer of Scholarship
6.	List of Documents used or generated during the process	• Copy of Mark sheets • Annual Family income Certificate • Admission letter • Tuition Fees Receipt • Bank Pass Book • PAN Card • AADHAR Card • Certificate by Head of Institute • Declaration by Parents

7.	Key activities carried out under the process	1. Student logs into AICTE's web portal using single sign-on facility
		2. In case more than one application is submitted 'Existing Applications' will be displayed
		3. Click on 'Surrender application' to surrender duplicate application.
		4. In case of modification of application is required "Reopen Application"
		5. Steps to follow for application process:
		   a) Enter UID to retrieve basic details
		   b) Enter details of family income under "Family and Income Details".
		   c) Enter Institute details under the tab "Institute Details".
		   d) Enter SSC and HSC under the tab "Education Details".
		   e) Attach the following scanned documents under tab "Attachment":
		     i) SSC Mark sheet
		     ii) HSC Mark sheet
		     iii) Annual Family Income certificate
		     iv) Admission letter
		     v) Tuition Fees paid receipt
		     vi) Certificate issued by HOD
		     vii) Declaration by parents
		     viii) Aadhar Card
		     ix) Candidate Photograph
		     x) Candidate Signature
		10. Processing of application and Direct Benefit transfer is done offline by AICTE

7.2.8. Pradhan Mantri Kaushal Vikas Yojna (PMKVY)

S. No.	Parameter	Description
1.	Process Objectives	To register the students in the concerned Pradhan Mantri Kaushal Vikas Yojana (PMKVY) programme and provide hands on skill training in a specific sector
2.	Process Owner	• AICTE
3.	Stakeholders	• AICTE • Applicant/Student • Educational Institutions • Faculties
4.	Process Input	• Filled registration application form along with supporting documents and fees

S. No.	Parameter	Description
5.	Process Output	• Registration Certificate and Enrollment Number
6.	List of Documents used or generated during the process	• Application form filled by the applicant • All certificates of the applicant as a supporting document • Aadhaar Card (UID) • Mandate Form • Color photograph • Applicable fees paid by the applicant • Registration Number • Registration certificate
7.	Key activities carried out under the process	1. Login a. Login with Existing Credentials in AICTE Web portal. b. Navigate to PMKVY Screen. c. Navigate to PMKVY Student Enrollment 2. Enter Data in Institute Details a. Enter Bank Details in following fields b. Enter PMKVY Contact Person Details c. Read the declaration and accept by ticking the check box 3. Submit the Institute Details a. Fill all the required information and click on 'Save' b. Click on 'Submit Bank Details' to submit the data 4. Creating a New Batch a. After filling the complete data in the institute details, scroll down to PMKVY Student Batch b. Click on New button to create a new record in the batch details c. Enter Data in required Fields 5. Enter the details of Students Enrolled a. After creating a Batch, scroll down to PMKVY Student Enrollment b. Create a New record by Clicking on New button c. Enter Data in required Fields 6. Attachment Against Students a. Scroll down to Attachments b. Click on New c. Select attachment type from drop-down and upload the attachment d. Aadhaar Card id required against all the students e. One by one select each student and scroll down to add Aadhaar card against that particular student 7. Attachment Against Institute a. Navigate to PMKVY Institute b. Click on New button to create new record c. Select attachment type from drop-down and upload the attachment d. Mandate form is mandatory in Institute Attachments e. Click on Mandate Form to navigate to Mandate Form 8. Submission of Batch Details a. Ensure all the details are filled and attachments are attached b. All the attachments should be either pdf or image (jpg or png) c. The batch details have to be submitted individually for each batch d. Select each batch one by one and click on Submit e. No editing will be allowed in the particular batch once details are submitted

7.2.9. Skill Knowledge Provider (SKP)

S. No.	Parameter	Description
1.	Process Objectives	To register the students in the concerned Skill Knowledge Provider programme and provide hands on skill training in a specific sector
2.	Process Owner	• AICTE
3.	Stakeholders	• AICTE • Applicant/Student • Educational Institutions • Faculties
4.	Process Input	• Filled registration application form along with supporting documents and fees
5.	Process Output	• Registration Certificate and Enrollment Number
6.	List of Documents used or generated during the process	• Application form filled by the applicant • All certificates of the applicant as a supporting document • Color photograph • Applicable fees paid by the applicant • Registration Number • Registration certificate

7.	Key activities carried out under the process	1. Applicant visits the website of All India Council for Technical Education to apply for the Skill Knowledge Provider Registration
		2. Downloads the same from the website of AICTE under the link Education ---> Vocational Education
		3. Applicant fills the application form and along with supporting documents
		4. Applicant verifies the information
		5. Submits application form on the web after verifying the information filled
		6. Applicant makes requisite payment i.e. User ID Fee (Rs 5000) through any VISA or Master Credit/ Debit Card (Select Banks) on Online Payment Gateway for generating user ID
		7. Once the payment is successfully received, the applicant is awarded Login credentials on the shared email address
		8. Applicant shall log into AICTE's web portal with the given credentials
		9. All the required details need to be filled and the application can be submitted. The details to be filled are as follows:
		    a. Name and Address of SKP
		    b. Company Or Institute Details (Nature of Activity, Company Website, Telephone, Fax)
		    c. SKP Type
		    d. Sector
		    e. Contact Person Details(Name, Mobile, Email Id)
		    f. Registration Details (Registration Number, Registered with, Registration Details etc.)
		    g. Attachments tab (Governing Body Details, Registration Certificate, Annual turnover etc.)
		    h. Instructor Details tab (Name, Address, Contact Details, Experience etc.)
		    i. Number of Employees tab (Employees at different level)
		    j. MoUs Signed tab (Institute Name)
		    k. Departments and Equipments tab
		10. Once the details are submitted, Bulk Reports are generated and sent to AICTE
		11. Approval process is carried offline by AICTE

7.2.10.   Vocational Technical Education

S. No.	Parameter	Description
1.	Process Objectives	To register the learner to prepare for jobs that are based in manual or practical activities, traditionally non-academic and totally related to a specific trade, occupation or vocation It directly develop expertise in a particular group of techniques or technology and provide hands on skill training in a specific sector.
2.	Process Owner	• AICTE
3.	Stakeholders	• AICTE • Applicant/Student • Educational Institutions • Faculties
4.	Process Input	• Filled registration application form along with supporting documents and fees
5.	Process Output	• Registration Certificate and Enrollment Number
6.	List of Documents used or generated during the process	• Application form filled by the applicant • All certificates of the applicant as a supporting document • Color photograph • Applicable fees paid by the applicant • Registration Number • Registration certificate

7.	Key activities carried out under the process	1. Applicant visits the website of All India Council for Technical Education
		2. Login AICTE's web portal with the given credentials with normal institute credentials and navigate to Vocational Education Details screen
		3. All the required details need to be filled and submit the application. The details to be filled on Vocation Education Details screen are as follows:
		   a. Sector Details (MES and General)
		   b. Courses (Sector Name, Course Name, Fee, Batch size, timings etc.)
		   c. Faculty Details Tab (Name, Address, Contact Details etc.)
		   d. SKP Details tab (SKP to be chosen from pop up window)
		   e. Attachments can be added with SKP
		   f. VC Payment tab (For making the required Payments)
		4. Applicant makes payment of Rs. 50,000 through net banking. The payment can be done by ICICI or Retail Banking
		5. Once the details are submitted, Bulk Reports are generated and sent to AICTE
		6. Approval process is carried offline by AICTE

7.2.11.   National Employability Enhancement Mission (NEEM)

S. No.	Parameter	Description
1.	Process Objectives	Providing approval to NEEM Agents
2.	Process Owner	• AICTE
3.	Stakeholders	• AICTE • NEEM agents
4.	Process Input	• Filled application form along with supporting documents& fees
5.	Process Output	• Applications are taken from the web portal and processed offline to provide approval to NEEM Agents
6.	List of Documents used or generated during the process	• On the web portal following to be uploaded – Affidavit • For processing offline, the bulk report is generated and given to AICTE

S. No.	Parameter	Description
7.	Key activities carried out under the process	1. Complete form is filled online on NEEM portal. Following data is included in NEEM Agent Application form a. Name b. Address c. Contact Details d. Trades and Industries e. Brach Offices f. Registration Details g. Eligibility Data h. Number of Employees 2. Payment of INR 50,000 after filling the data. 3. After approval of NEEM Agent (done offline), NEEM Trainee Details are to be entered in the portal. 4. Following data is included in NEEM Trainee Data form: a. Company Details b. Trainee Supervisor c. Trainee Name, Address, Contact Number, Course to which currently Enrolled Gender, Category etc. d. NEEM Trainee Training Details – Name of Company, Sector, Specialization, NSQF Level, Place of Training, Duration, Stipend etc.

7.2.12. CII Ranking System

S. No.	Parameter	Description
1.	Process Objectives	To capture online academia information from AICTE approved Institutes, IITs, IIMs, NITs, IIITs, and TEQIP and to identify, reward and recognize top institutes across the country discipline wise.
2.	Process Owner	• AICTE • CII
3.	Stakeholders	• AICTE • CII • Type 1 Institutes : AICTE Approved Institutes • Type 2 Institutes : IITs, NITs, IIITs • Type 3 Institutes : IIMs and Others (TEQIP)
4.	Process Input	• Technical Institutes fill in information related to Disciplines, Governance, Placement details etc. • Scoring Rules are present in the system, which takes, as input, the details entered by the Institute.
5.	Process Output	• Scoring rules are applied to the Institute data and scores are set against each Institute. • Top Institutes, discipline wise, are identified across various categories and these are awarded by AICTE and CII.
6.	List of Documents used or generated during the process	• Scoring sheet for all Technical Institutes who have applied.
7.	Key activities carried out under the process	1. Eligible Technical institutes, who wish to apply for CII Ranking, will login into the AICTE web portal and fill in the required information. 2. After all the details are provided they would submit the application to AICTE. 3. AICTE and CII generate the score of each institute with the help of the system. 4. Discipline wise high rankers are identified and awarded by AICTE and CII

7.2.13.   Court Case Tracking

S. No.	Parameter	Description	
1.	Process Objectives	Court Case Tacking system provides the facility to users of AICTE for keeping the details of court cases. System sends the reminder mails to respective person of AICTE legal department before the hearing date of cases in a court.	
2.	Process Owner	• AICTE	
3.	Stakeholders	• Regional Officers • Legal cells	
4.	Process Input	• Online form for capturing details of court cases which will have details like Court case number, Name of petitioner, Date on which case is filed etc	
5.	Process Output	• An email will be triggered 8 days and 2 days before the scheduled hearing • Calendar functionality implemented where the case IDs will be visible in calendar date wise. On clicking the case ID it will navigate to the complete details page of the court case.	
6.	List of Documents used or generated during the process	• Miscellaneous Application (MA) • Civil Contempt Petition (CCP) 3. Civil Appeal (CA) • Latent Petition Application (LPA) • Original Application (OA) • Civil Suit (CS)	
7.	Key activities carried out under the process	Regional officer	1. Create a court case and enter the details 2. Create a schedule about the next hearing. Schedule to be updated after each hearing. 3. Upload attachments as required. 4. Enter Required Comments 5. Update the status 6. If the case is marked to Supreme court – Provide facility to set as Appealed in Supreme Court
		Supreme Court cases	1. Cases updated to appealed in supreme court will be visible for updating in this login 2. Update the attachments and schedule as and when required. 3. Enter required Comments 4. Update status 5. New case can be created only for Supreme Court, High Court Delhi and CAT, Principal Bench
		AICTE HQ	1. Viewing of the Cases 2. Update the status 3. Add comments and attachment

7.2.14.   AQIS

S. No.	Parameter	Description
1.	Process Objectives	To promote Research , Institutional, Faculty Development
2.	Process Owner	• AICTE •
3.	Stakeholders	• AICTE Approved Institutes • AICTE
4.	Process Input	• Application form filled online by Institutes. The data required varies for various schemes under AQIS. • Schemes available under AQIS

S. No.	Parameter	Description
		➢ TGS – Travel Grants Scheme (For Faculty) ➢ RPS – Research promotion Scheme (For Faculty) ➢ MODROBS – Modernization and Removal of Obsolescence (For Institute) ➢ GOC – Grant for Organizing Conference (For Institute) ➢ STTP – Short Term Training Program (For Faculty) ➢ Prerana (For Students) ➢ Sammridhi (For Students) ➢ UBA- Unnat Bharat Abhiyan (For Institute) ➢ SPDP - Skill and Personality Development Program (For Students) ➢ FDP – Faculty Development Program ➢ HFS – Hostel for SC/ST Students ➢ NDF – Nation Doctoral Fellowship • All the above schemes are online starting from receiving of the application to evaluation • The schemes are integrated with the database of the Approval Process application where the data related to the institute and faculty are available. •
5.	Process Output	• The applications received will be evaluated online • For the Shortlisted applications funds will be transferred online by AICTE • Follow-up and monitoring is also online
6.	List of Documents used or generated during the process	• Scheme Documents • Evaluation Sheets • Statistical Reports (Daily/Weekly/Monthly/Yearly) • Bulk Application Reports of all AQIS Schemes • Sanction Letter • Others related documents all in online mode • Note: Possibility of data analytics
7.	Key activities carried out under the process	1. Receiving online applications 2. Bulk Reports generation 3. Evaluation 4. Shortlisting 5. Post Processing and follow up

7.2.15.   Deemed University

S. No.	Parameter	Description
1.	Process Objectives	To register candidates who pursued Engineering from Deemed University between year 2001 to 2005 so that an exam can be conducted for them, so as to avail the degree certificates
2.	Process Owner	• AICTE
3.	Stakeholders	• AICTE • Eligible candidates
4.	Process Input	• Filled application form along with supporting documents
5.	Process Output	• Capture necessary details of applicants so that AICTE can conduct the Exam
6.	List of Documents used or generated during the process	• UG Certificate and Marksheet (if applicable) • PG Certificate and Marksheet (if applicable) • Diploma Certificate and Marksheet (if applicable) • Passport • Aadhaar Card

S. No.	Parameter	Description
7.	Key activities carried out under the process	1. Candidate fills up Basic details, University details in the e-Governance application. 2. The required attachments are uploaded. The candidate then submits the application. 3. The application is then processed by AICTE.

7.2.16. Clean Campus

S. No.	Parameter	Description
1.	Process Objectives	To provide an online portal for AICTE approved institutes- • To recognize institutions that are doing a good job and to spur others into actions that lead to measurable outcomes regarding Waste management of various kinds. • To build a culture of planning and achieving efficient waste management practices among the leadership, faculty and students • To build a momentum to make the maximum number of AICTE affiliated institutions into model zero waste entities • To encourage institutions to reach out to the community around them towards making India into a Swachh Bharat
2.	Process Owner	• AICTE
3.	Stakeholders	• AICTE • AICTE approved Institutes
4.	Process Input	• Filled application form along with supporting documents
5.	Process Output	• The idea selected as the best will be rewarded
6.	List of Documents used or generated during the process	• Campus images and videos as supporting proof
7.	Key activities carried out under the process	1. Candidate fills in details in the e-Governance application like Basic details of the Institute, fills up a questionnaire which asks details about the various waste management process like- organic waste, recyclable waste, construction and demolition waste, hazardous waste, liquid waste, energy conservation. 2. The candidate then submits the application. The application is further processed

7.2.17. Start Up Application

S. No.	Parameter	Description
1.	Process Objectives	To provide an online portal for students, faculty and incubators to register their startup idea. The shortlisted ideas will be called for the upcoming Startup summit.
2.	Process Owner	• AICTE
3.	Stakeholders	• AICTE • Students • Faculties • Incubators
4.	Process Input	• Filled application form along with supporting documents
5.	Process Output	• Shortlist teams to invite for upcoming Startup summit.

S. No.	Parameter	Description
6.	List of Documents used or generated during the process	• Business Proposal form • Business Presentation • Attachments/Images as proof of work
7.	Key activities carried out under the process	1. Candidates can fill up the Company details, Team member details, Support details, Mentor details etc. in the e-Governance Portal. 2. Relevant Attachments can be uploaded, and application can be submitted online.

7.3. AICTE Web Portal Development

7.3.1. General Requirements

a) Design and development of the web portal according to the Guidelines for Indian Government Websites (GIGW)

b) The portal will provide information about AICTE's programmes and web links to these. Content architecture of the portal shall be in accordance with GIGW

c) All information and services being published on portal must mandatory have metadata as specified in GIGW

d) The portal should primarily be available for display in English with an option to view content in Hindi as well.

e) Shall be available anytime, anywhere: The portal will be available 24 hours a day, 7 days a week, and accessible from anywhere in the world via the internet. While the technology shall be available round the clock, functional support might be available only during the normal working day ie. AICTE's working hours.

f) Shall be accessible from a variety of channels: The portal can be accessed via a variety of established channels, including individual users (through PCs), Mobile phones, PDA's etc.

g) The portal shall also host all forms for various services accessible to students and institutions. A user will be able to fill the form electronically through internet and save/submit his/her application electronically.

h) A user will be able to track the status of his/her application / request at any point in time.

i) Portal development shall include development of a complete application for electronic receipt of forms by the destination office, MIS, printing, status reporting, query service and payment handling.

j) Portal shall also contain video tutorials for helping internal/external stakeholders in navigating through the web portal & accessing/interacting with all e-Governance applications

k) Operation and Maintenance of the Portal including bug-fixes and problems as indicated for 5 years from the date of portal go-live

l) The e-Governance systems that are implemented should follow the guidelines set by STQC

7.3.2. Content Management System

Existing CMS system should be maintained &enhanced to meet the below requirements.

a) The CMS should be capable of uploading pictures, videos, brochures, information dockets and other material for generating interest.

b) The web portal must be functional on web browsers including but not limited to Internet Explorer, Google Chrome, Mozilla Firefox, Opera etc. (on desktops, laptops, mobiles & other handheld devices) without being technology or platform dependent.

c) If during content page creation, the content creator wants to embed the same content in third party website/portal, the proposed CMS should support this functionality

d) The CMS must have capability to cache the whole page to meet high traffic requirements.

7.3.3. Mobility Requirements

AICTE wants to make key business processes available to its stakeholders via a one stop mobile app for smartphones and tablets. The mobile application should be supported on Android, iOS and Windows devices.

a) Functional Requirements

   i. New user (for eg institute, students) registration (includes payment gateway integration)

   ii. Password reset (includes approval and payment gateway integration)

   iii. Application status check across various business processes.

   iv. Push notifications (Broadcast messages to stakeholders)

   v. The user can attach attachments from device to the application record. Photo or video capture from phone as well.

   vi. User can be asked for e-signature or Aadhar linked digital signatures on forms within the mobile application.

   vii. User should be able to create grievances via the mobile application for various e-Governance systems or regarding a policy. User should be able to check update and status of the request.

b) Technical Requirements

   i. The bidder should provide a mobile application development platform via which AICTE can build mobile applications that should connect to backend systems.

   ii. The platform should allow fast, secure and easy development and deployment of mobile applications.

   iii. The mobile application should authorize and authenticate the user via Single Sign On two- factor authentication.

   iv. GPS coordinate tracking

c) General Requirements

   i. The bidder should provide support and maintenance of the solution deployed at AICTE for the full period of the contract.

7.3.4. Centralized Application (e-Governance Portal)

The Centralized Application to serve as the backend application for all the stakeholders to receive and process the information / applications received from the front end. The centralized application shall provide the following functionality:-

a) Centralized Data Repository

   i. The submitted data along with the required attachments are stored in designated specific data stores.

    ii.   The internal stakeholders at AICTE can access the central application by providing their access credentials.

    iii.   The compartmentalized central database will provide for the required role based access control mechanisms to ensure that departmental data remains secure

    iv.   The platform should provide capability of creating clones / multiple copies of already configured application and allow making changes to the copied version to achieve multiple variants of the applications without redevelopment from scratch.

b) User Authentication & Role based access control

    i.   The portal should have role based authentication for accessing various functionalities of different modules with encrypted passwords. Access Rights can be given to Individual Users or Groups.

    ii.   The portal should have the flexibility to define distinct role and designation for the users.

    iii.   The portal should have the capability for providing user rights to various forms to create new record, view existing record or edit existing record.

    iv.   An audit trail of changes to data in the system should be maintained to identify the users responsible for the modification. There should be a facility to create reports on audit logs

    v.   The portal should be capable of adding more fields to the data input screens for capturing additional business specific information.

    vi.   A user will be able to fill the form electronically through internet services and submit his/her queries electronically. The user of the system will be able to track the status of application / inquiry at any point of time.

    vii.   Provision for AICTE approvers/reviewers to sign system generated letters issued to Institutes/Students/Faculty and other stakeholders using their own digital certificate based signatures.

    viii.

c) Workflow Services

    i.   The application should provide configurable assignment engine which should be configurable at administration level i.e. without any need of core IT skills.

    ii.   The application should support visual workflow definition for business process automation instead of writing script / code

    iii.   The system should have a robust rule engine through which it should be possible to configure or modify complex rules in short period of time, without a need of coding, using pseudo-english.

    iv.   Rules repository should reside centrally and should be accessible using web services and API by any part of application, eg. the eGovernance Portal, Mobile apps etc. One should be able to test the rules on directly generated user interface and if needed user should be able to download the outcome in a pdf.

    v.   SI shall be responsible for updating any changes in the workflow based on the departmental notifications.

    vi.   On submission of the form appropriate message should be generated. (Reason for rejection in case of failure and acknowledgement of form submission with unique acknowledgement number in case of successful submission)

d) Other requirements

i.   All applications should be homogeneous with respect to Keyboard use, screen layout and menu operations with Graphic User Interface (GUI) support

ii.   The system should have following functionalities: SMS Gateway Integration, email integration, Mobile device compatibility (Responsive & Adaptive CMS), Dashboards for Senior Management and Regular MIS Reports.

iii. The portal should have capability to download information in specified format.

iv.   The portal should have flexibility to add the links for other websites/portals.

v.   Application should provide capability of tracking application usage by users

vi.   The application should provide analytical reporting capabilities for AICTE's key users

vii. The application should provide 360 degree view & dashboard for viewing institute's key data at a glance

7.3.5. MIS Reporting

a) The current MIS reporting system of AICTE is built to provide reports and slicing and dicing of information related to colleges, students and faculty eg. Category wise students across the country; Faculty on particular subjects, Approved Seats, Vacant seat reports etc.

b) It provides quick graphical outputs based on the adhoc queries raised.

c) The MIS reporting system needs to be enhanced or implemented to provide reports for all e-Governance applications.

d) Reporting of details related to the applications received and processed will be generated from the Central Application.

e) Scheduling of important reports should be possible.

f) System should have feature of user initiated ad hoc (on demand) reports

g) System should allow the internal users to enter query parameters, which are then used to select and retrieve only the data that meet the specified criteria

h) System should have provision to print and export the report generated in the pre-defined file format (e.g. spreadsheet, word processing, etc. as per desktop office solution)

i) Provide 360 degree dashboard for Institutes, and other stakeholders.

7.3.6. System Architecture

a) A web enabled system will allow users at the AICTE offices, if authorized to do so, to access various e-Governance applications

b) This is very useful in that it will permit AICTE to store information pertaining to a students, scholarship, affiliation centrally and access it from anywhere in the system with single sign-on

c) The web enabled services supported model also allows the students and staff at college to better participate in managing their information from anywhere, allowing the AICTE to begin to rationalize services and apply resources to other areas

7.3.7. Application Architecture

Requirement ID	Nature of Requirement	Application Architecture Requirements Description
APP.REQ.01	Application Architecture Requirement	System shall be suite of independently deployable, small, modular services in which each service runs a unique process and communicates through a well-defined, lightweight mechanism (REST API) to serve a business goal.
APP.REQ.02	Application Architecture Requirement	System shall provide interfaces and service to integrate harmoniously with external entities like UIDAI, PAN, existing Document Management System etc. implemented at AICTE. The application should integrate with document management system for approval process, AQIS, PMKVY and other applications of AICTE.
APP.REQ.03	Application Architecture Requirement	System shall be capable of integrating with all communication channels.
APP.REQ.04	Application Architecture Requirement	System shall provide a browser based user interface supported by standard web browsers and shall not require installation of any specific client side software
APP.REQ.05	Application Architecture Requirement	In order to ensure good application performance and efficient usage of network bandwidth, the system shall utilize client side scripting technologies effectively.\n\nClient side scripting will reduce the transactions with the main server and thus reduce the bandwidth requirements.
APP.REQ.06	Application Architecture Requirement	The Technology platform should support Interoperability & based on Open Standards. It should be able to inter-operate with other heterogeneous platforms.
APP.REQ.07	Application Architecture Requirement	System shall be developed using industry-recognized standard design methodologies
APP.REQ.08	Application Architecture Requirement	System shall be designed so that business rules control access to data. Data is created and used by business processes. In computer applications, data must be created, used by, and managed by the application component that automates the business process.
APP.REQ.09	Application Architecture Requirement	Centralized data should be used wherever possible to assure data accuracy and simplify data management.

Requirement ID	Nature of Requirement	Application Architecture Requirements Description
APP.REQ.10	Application Architecture Requirement	System shall adopt coding standards, in all languages, on all platforms. Coding standards make debugging and maintenance easier.
APP.REQ.11	Application Architecture Requirement	The system must be capable of supporting a minimum of • 200 concurrent internal users • 5000 concurrent external users at any time
APP.REQ.12	Application Architecture Requirement	The system must be capable of supporting a multi-locations and approximately 500 users projected for next 5 years on Intranet. The web users will be around 10 lacs in next 5 years
APP.REQ.13	Application Architecture Requirement	The application should provide feature of validating the new data with previous years' data from 2010 onwards.
APP.REQ.14	Application Architecture Requirement	The system should prompt the user before idle session timeout is triggered. The user should be able to renew the same session without getting logged out.
APP.REQ.15	Application Architecture Requirement	The system should have feature of implicit auto save and also periodic manual save feature.
APP.REQ.16	Application Architecture Requirement	The system should prompt the user to authorize the data submitted into the system via his digital signature linked with his/her Aadhaar number.
APP.REQ.17	Application Architecture Requirement	Current system has an offline functionality of bulk insert and update of data into the portal. This has been achieved via Microsoft Excel Macro solution. The new system should have equivalent offline bulk data import feature and should also provide state of art user interface. Data Validations should also work in the offline mode eg. Bulk Update or Insert of Student and Faculty information.
APP.REQ.18	Application Architecture Requirement	Provision to send a form as a link in email to end users/stakeholders for collecting the data
APP.REQ.19	Application Architecture Requirement	The System shall support various image files and PDF formats to upload/removed scanned documents along/attached with the e-Form. An indicative list of supporting image files could be JPG, GIF, BMP, PNG etc.

7.3.8. Data Architecture

Requirement ID	Nature of Requirement	Data Architecture Requirements Description
DAT.REQ.01	Data Architecture Requirements	System shall be able to archive transactional database records to prevent long term speed concerns.
DAT.REQ.02	Data Architecture Requirements	A separate secured database backup, which mirrors the operational database, shall be created to ensure data security in case of any data corruption.
DAT.REQ.03	Data Architecture Requirements	System shall feature functionality for efficient retrieval of archived data. The duration of archival and purging shall be specified by AICTE.
DAT.REQ.04	Data Architecture Requirements	System shall design business rules for controlled access to data.
DAT.REQ.05	Data Architecture Requirements	All data shall be maintained in a structured format in a Relational Database Management Systems (RDBMS) that clearly establishes the business entities and their linkages and dependencies with the rest
DAT.REQ.06	Data Architecture Requirements	The data exchange standard shall adopt a mutually agreeable language and protocol for data exchange between the information systems of the participating entities
DAT.REQ.07	Data Architecture Requirements	The data exchange formats shall comprehensively address all possible transactions and capture all transactional related information items.
DAT.REQ.08	Data Architecture Requirements	Data exchange formats shall in human-readable format while addressing the constraints of machine interface required
DAT.REQ.09	Data Architecture Requirements	Data exchange formats shall address the requirements of error check, data validation and audit related requirements. Vision of AICTE is having an integrated automated system. By adopting proper data validation mechanism, manual efforts can be minimized.
DAT.REQ.10	Data Architecture Requirements	The system should support Interoperability & based on Open Standards

7.3.9. Security Architecture

Requirement ID	Nature of Requirement	Security Architecture Requirement Description
Application based security		
SEC.REQ.01	Security Architecture Requirement	The system shall maintain accurate date and time.
SEC.REQ.02	Security Architecture Requirement	System shall provide different and unique login IDs for all the users of the system and track all activities of all the logins and maintain audit trails of any changes made to the extent AICTE deems necessary.
SEC.REQ.03	Security Architecture Requirement	The system will be able to grant specific access rights to each login or group of logins, as per the business requirement and policy of the AICTE. The application software shall be flexible enough to grant access to the users through a web enabled GUI.
SEC.REQ.04	Security Architecture Requirement	The application should have a centralized security management foundation that would enable delivery of application and data to internal and external users in a secure manner.
SEC.REQ.05	Security Architecture Requirement	The application should avoid sending usernames and passwords unencrypted over the network
SEC.REQ.06	Security Architecture Requirement	Adopt 2-factor authentication using captcha / OTP and login id and password for external users.
End-point security		
SEC.REQ.07	Security Architecture Requirement	The system shall identify and authenticate the user before providing him/her the access to IT systems. Identification is the process of distinguishing one user from all others. Identification techniques provide a means of gaining entry to the AICTE resources, such as workstations, networks, and applications. Identification is closely linked to authentication. The most commonly used form of identification is the user ID. Authentication is the process of verifying the identity of a user. Authentication answers the question: "Are you who you say you are?" Typically the method used to authenticate a user is using log-in credentials. Mechanisms like use of SSL, 2 factor authentication, digital certificates, challenge and responses, shall be evaluated.
SEC.REQ.08	Security Architecture Requirement	The system shall provide a secure access to AICTE employees to view his/her information Online access shall be secured addressing the aspects of confidentiality, integrity and availability. Mechanisms like use of SSL 2 factor authentication, digital certificates, challenge and responses, etc shall be evaluated

Requirement ID	Nature of Requirement	Security Architecture Requirement Description
SEC.REQ.09	Security Architecture Requirement	User credentials shall be stored in an encrypted format
SEC.REQ.10	Security Architecture Requirement	User credentials for external and internal users shall be stored in separate repositories
SEC.REQ.11	Security Architecture Requirement	Ensure virus prevention with an automated update service on all critical systems for centrally managing the virus prevention
SEC.REQ.12	Security Architecture Requirement	Perform risk assessment to identify the most important computers to protect. Computers that provide critical IT functions such as email, administrative systems
SEC.REQ.13	Security Architecture Requirement	Using a centralized system logging service to look at patterns of unusual activity
SEC.REQ.14	Security Architecture Requirement	Using network scanning utility to create a profile for each computer identified in the previous step and 1. Disabling the network services that are not needed 2. Running a host-based firewall to block unwanted network traffic
SEC.REQ.15	Security Architecture Requirement	Using a central authentication service instead of host based password files
SEC.REQ.16	Security Architecture Requirement	Using host integrity monitoring checks to protect the integrity of critical files and programs
Information security		
SEC.REQ.17	Security Architecture Requirement	Maintaining an inventory of all hardware and software assets
SEC.REQ.18	Security Architecture Requirement	Information in the system to be classified as Public and Confidential as per the IT Act 2000 & Aadhaar Act 2016
SEC.REQ.19	Security Architecture Requirement	Access to restricted part of the application will be provided only after approval from concerned head such as Director, e-Governance etc.

7.3.10. Other Technical Requirements

Requirement ID	Nature of Requirement	Other Architecture Requirement Description
OTH.REQ.01	Other Technical Requirements	All the licenses proposed shall be preferably perpetual software licenses along with maintenance, upgrades and updates for the duration of the contract. The software licenses shall not be restricted based on location/ hardware and AICTE shall have the flexibility

Requirement ID	Nature of Requirement	Other Architecture Requirement Description
		to use the software licenses for other requirements if required.
OTH.REQ.02	Other Technical Requirements	24 x 7 comprehensive support arrangement for a period of 5 years with all the OEM for respective components shall be provided. It includes the maintenance arrangement of software components.
OTH.REQ.03	Other Technical Requirements	No component or sub-component that is likely to be declared end-of-sale within 24 months of award of contract shall be suggested
OTH.REQ.04	Other Technical Requirements	No component or sub-component that is likely to be declared end-of-support within the duration of contract shall be suggested
OTH.REQ.05	Other Technical Requirements	The latest technology needs to be considered in proposing ICT infrastructure including but not limited to: virtualization, network convergence, data center automation to achieve the optimum balance between cost and performance.

7.3.11.   Information Security Infrastructure

a) Bidder should design the security infrastructure and accessories as required for the proposed solutions that would be deployed at AICTE

b) The vulnerability assessment of the server will be a necessary activity. Accordingly the server should be hardened for security before putting it in the production network

c) The following provides guidelines principles to assist Bidder to design the security requirements:

    i.   The external users will be accessing the e-Services and related application features. The traffic of external users will be routed through security devices such as Firewalls and IPS. The users will be authenticated through log-in credentials and digital certificates, if available,

    ii.   AICTE users on Intranet will be routed to the core business applications through Application Proxy Firewall and authenticated using their log-in credentials

d) Bidder should include all the components that are required to make the proposed solution complete

e) Procurement of digital certificates will be done by AICTE, as & when required

f) Bidder will be responsible for drafting the information security policies & procedures for AICTE& will adhere to the same during the term of the contract

7.3.12.   SMS & Mail Service

a) Department would send intimation to the students/institutes through SMS and email to the registered mobile number and email id

b) Illustratively following intimations would be sent to the student through SMS as well as e-Mail:

     i.   Registration / Amendment / Cancellation confirmation

     ii.   Confirmation of any payment made to the Department

     iii.   Any news / update / announcement by the Department

c) Student/Institute should also be able to retrieve the information from email and/or SMS Gateway. This information would illustratively include:

     i.   Verify application status

     ii.   Status of scholarship disbursement

d) Log of all the SMS and emails sent to the students/institutes should be maintained by the system. Also, the system should be able to track the SMS/E-mail delivery, read, opened bounce back(soft/hard) status. The system should be able to send the right format of messages according to the target devices e.g smartphones, feature phone etc.

e) Bidder should provide capabilities to send the SMS to the SMS Gateway hosted by third party.

f) If the API is being used, it should be tested and secured against vulnerabilities and Security flaws. The API should be compliant with OWASP guidelines

g) Bidder should provide secured Bulk Email/SMS service.More than one lakh emails/sms are expected to be sent per month on an average. Emails can also have attachment. Attachment size on an average is 1 MB, not exceeding 5 MB.

h) Integration required for Bulk Email service/SMS service should be done by Bidder. Bidder is also responsible for supporting the day to day Bulk email/SMS sending activities.

i) Payments related to the Bulk Email service/Bulk SMS service will be borne by AICTE.

7.3.13.   Payment Gateway

a) Bidder is expected to enable Payment Gateway including a secure site page using industry-standard encryption technologies like Secure Socket Layers (SSL) to handle the backend communications and transactions, contacting the bank and reporting back on the results

b) Payment gateway would enable payment receipts for various payments like registration fees, application fees etc. The payment gateway would enable the collection these receipts and credit the same to Department's bank account

c) The brief e-Payment process is described below:

     i.   For e-Payment, the Challan for payment will be filled online on the AICTE portal

     ii.   The portal after verification of the validity of student's/institute's credentials will redirect the students/institutes to the e-Payment portal of the banks.

     iii.   The banks after authentication of the account holder will debit his account and credit AICTE's account with that bank.

     iv.   The banks will return a payment confirmation online to the portal.

d) All such receipts shall be credited to the Department account not later than T+2 days. The details of Department's account shall be shared with the successful bidder at the time of integration

e) Payment gateway should also provide facility to refund the payments to the student's/institute's bank account as per Department's instructions

f) Payment gateway provider should be able to provide the department an MIS to facilitate reconciliation. A user friendly console has to be shared with department. The MIS should clearly state:

     i.   Name of student/institute money received from

     ii.   Money received towards (registration fees, application fees etc)

iii.   Amount received and date

iv.   Other information as communicated by the department

g) All necessary costs for integrating & operating the payment gateway would be borne by AICTE

7.3.14.   Chatbot Solution

a) Bidder shall develop & handle all activities related to Artificial Intelligence and Process Automation based Chatbot solution on AICTE's website & AICTE's web portal.

b) Bidder to ensure the chatbot solution is capable of handling all the queries related to the services offered by AICTE, including but not limited to e-Governance applications

c) FAQ chatbot should be able to interact with the user and respond to various basic level queries raised in English with Natural Language Processing capabilities to identify user's query/request/complaints and respond accordingly. In future, provision to implement other Regional languages as per industry standards should be available.

d) If the user is using the chatbot, he/she should be greeted by his first name

e) Based on the previous interactive data with the user the chatbot should be able to personalize with the emotional understanding and predictive analysis of the user.

f) For example a user may have in the previous conversation raised the complaint with regards to service. The chatbot after fetching the previous data from the OCRM should share the status and request for user feedback & in case the user is not satisfied the Chatbot may transfer the conversation to the next level.

g) Chatbot solution should be accessible from website, from facebook social property and mobile device.

h) Administrators should be able to add/update/delete the query and response on the basis of the conversation analysis between bot and customer.

i) Chatbot solution should provide different levels of filtering criteria for generation of reports and dashboards based on the queries. The solution should be capable of handling all questions and provide access to all the conversations based on search text in reports.

j) Bidder shall provide documentation and user manual for the product, processes, tools and utilities and patches, updates and upgrades during the contract period & implement the same.

k) The solution should focus on operational efficiency, quality and cost efficiency with continuous improvement by learning from regular sessions.

l) The solution should adhere to the security policies set up by AICTE & should be scalable for enhanced add-on services, as & when required

m) The Bidder will not disclose or use any information and data generated during chatbot sessions such as user details, queries, responses, statistical data, and so forth, to any third party

n) All services for implementation, smooth operation and maintenance of all the components of chatbot solution developed will be part of the Project.

o) The Bidder will have to include version upgrade and enhancements in services as a part of the contract during the contract period.

7.3.15.   Handholding Post Implementation

a) Bidder is expected to assist in conducting the operational activities and provide hand-holding resources for AICTE personnel at AICTE's Head Office for a period of 5 years after Acceptance of System. Some of the indicative tasks identified are given below:

   i.   Sensitization towards the new system, The initiative underway, Roadmap for the project, the impact and benefits envisaged etc

   ii. This training is suggested for all functionaries of the department who have a major role to play in the effective management of scholarship initiatives. This training would cover:

   - User training for the newly developed e-Governance applications for the key users in AICTE Head office and Regional offices.
   - User training for redesigned processes, if any

   iii. Hands on training on usage of different modules/ functions of the Software Application:

   - Training on new application
   - Training to all Staff on all modules of scholarship applications

   iv. Perform operational tasks such as update of information, reporting, generating MIS, functional and IT related issue resolution, day to day query resolution by liaison with vendors etc.

   v.   Overall guidance and continuous training on use of the application including software and hardware such as handheld devices, barcode scanner etc

b) Bidder should provide handholding personnel at each office location as described below. However, bidder should note that the resource requirement also depends on AICTE's need and is thus not binding on AICTE. For the purpose of bidding, the Bidder shall quote for all the required resources. Purchaser may later request for a reduction and increase in the number of resources based on its requirement based on the rate provided by the Bidder and the contract gets revised accordingly.

	Head Office
Number of offices	1
Number of handholding staff required (including helpdesk personnel)	4

7.3.16.   Data Migration

a) Based on the proposed approach, Data needs to be migrated from the existing system. The following procedure can be used for the same:

   i.   Required reports from the legacy systems need to be identified for finalizing the data sources which are required to be migrated. Similarly, from the new application, corresponding reports need to be generated accordingly mirror tables are to be prepared.

   ii. Based on the identified data sources and the mirror table, the data mapping between source and target needs to be defined.

   iii. The source data needs to be cleansed and enriched by clean-up business rules and data script needs to be prepared for extracting data from the legacy system and uploading the same into the new system.

iv.   Extract, Transform, and Load ('ETL') tools for the more robust transformation capabilities or the migration utilities offered by the application vendor to load the new system's target schemas also can be used.

v.   Testing of the data extraction process is an important aspect and shall be planned thoroughly. Call over reports, which are acceptance test criteria, need to be prepared for checking the integrity of the migrated data.

b)   Bidder is expected to follow standard data migration principles such as data assessment, data cleansing, data enrichment, Test - Extract and Load, Final – Extract and Load and finally migration validation in order to migrate the data from the existing application database to the newer platform / application.

c)   Bidder would be responsible for ensuring the accuracy and completeness of the migrated data and AICTE will reserve the right to verify the accuracy and completeness of the migrated data / have it verified by its nominate agencies.

d)   Migration of all data should be completed by the time the system is ready for 'Go-Live'

7.3.17.   Helpdesk

a)   A helpdesk is envisaged to be provided for the resolution of technical& operational queries by internal and/or external users. Typical helpdesk activities shall include:

i.   Deployment of sufficient manpower (around 4 personnel) to attend the helpdesk requests for extending technical support on all e-Governance applications to end users

ii.   The helpdesk team should consist of at least 3 personnel & should be based at AICTE HQ. Bidder should provide additional manpower, if AICTE requires similar helpdesk arrangement at Regional offices, in future. The bidder should provide the required additional helpdesk manpower as per the agreed rates.

iii.   Implementation & deployment of web-based tool for multi-channel helpdesk

iv.   Operational window for helpdesk – 7 days X 12 hours starting at 8 AM

v.   Provide Help Desk facility for agreed SLAs for reporting technical incidents / issues / problems with the system.

vi.   Helpdesk facility shall provide internal/external users an option to raise tickets for incident reporting

vii.   Helpdesk facility shall also be provided through a dedicated phone number and the required infrastructure for the same will be provided by AICTE.

viii.   The Help desk shall log user calls/tickets related to system and assign a call / incident ID number. Severity shall be assigned to each call as per the SLAs.

ix.   Track each call / ticket to resolution.

x.   Escalate the calls / tickets, to the appropriate levels, if necessary as per the escalation matrix agreed upon and developed by Bidder and AICTE.

xi.   Coordinate with respective OEM or department for closure of calls / tickets.

xii.   Analyze the incident / call statistics and provide monthly reports including but not limited to:

- Type of incidents / calls logged
- Incidents / calls resolved
- Incidents / calls open

xiii.   Update the frequently asked questions on AICTE website to assist end users in resolving basic issues themselves

7.3.18.   Website Update & Maintenance

a) The Bidder shall be responsible of maintaining the current AICTE website which handles both information and transactional services of the department.

b) The present AICTE website is developed on Drupal CMS platform and MySQL database.

c) The website will have multi-lingual support (Presently in English and Hindi but in future in other Indian Languages). Efforts required for making the website available in languages, other than Hindi or English, would be considered separately and can be estimated in future.

d) Language translation of website content, will be the responsibility of AICTE.

e) The website shall host electronics forms of department services provided by AICTE stakeholders.

f) As part of website Support and Maintenance, the bidder should be responsible for making minor changes/updates to the website, as and when requested by AICTE.

7.3.19.   Third Party Interfacing

a) Interface with other e-Governance initiatives in the Center and state is essential to optimize the overall ICT system across the department. AICTE application will integrate with following external interfaces to provide effective service to the citizens
   i.   Unique Identification Authority of India (UIDAI)
   ii.   Permanent Account Number (PAN)
   iii. Document Management System
   iv.   Content Management System

b) Integrationwith external interfaces should be in encrypted form. Only decrypted and superuser should have access to highly confidential information.

c) Purchaser will facilitate the Bidder in accessing the above external interfaces

d) All transaction charges (whether one-time or recurring) payable to owner entity/representative while interfacing with external interfaces would be borne by AICTE

7.3.20.   Project Planning & Monitoring

a) Finalize the Project Charter in order to determine and agree on the project expectations, ground rules, work plan, communication matrix, timelines, Quality Plan, Configuration Management Plan etc.

b) Project Quality Plan should document specific process elements and the quality actions that the project intends to implement. This should include the derivation of quality goals, standards followed, schedule of quality assurance activities in the project, defect control, correction and preventive methodology, handling process deviations.

c) Configuration Management Plan should contain procedures to be implemented for managing the configuration of the software solution to be produced by the project. In this plan, Bidder should identify configuration items, responsibilities of configuration controller, access restrictions, directory structure needed for configuration management, procedure for change control, method of tracking the status of configuration items, backup procedure, configuration audits, release management, archival procedure, procedure for version / revision numbering.

d) Bidder's Project Manager should prepare a detailed project plan (as part of the Project Charter) clearly specifying the tasks, the dependency among the tasks, the duration to perform the tasks, the resources allocated to perform the tasks, the scheduled start and

finish dates for the task. This project plan should also clearly mention the various project milestones and project deliverable schedules. The Project Manager should also prepare a detailed register of project related risks with details such as Probability of Occurrence of the Risk Factor, Severity of the Risk Factor, Risk Rating, Risk mitigation plan, etc.

e) The detailed project plan should be internally reviewed for completeness and correctness by Bidder and subsequently delivered to AICTE for its review and acceptance. The mutually agreed Project Plan will form the basis for regular project monitoring.

f) Bidder should revise the project plan to incorporate changes due to requirement changes, delay in approvals, etc., if any, and submit the revised project plan to AICTE

g) Bidder should hold fortnightly review meetings with AICTE providing detailed report on the progress of the project (Project Progress Report) clearly highlighting the activities completed in the reporting period, activities planned for the next reporting period, deviations from the planned dates, issues / concerns affecting the project progress, impact on the overall project timelines, project related risks with their mitigation plans.

h) Bidder should monitor the quality of the solution being developed in line with the project quality plan. Bidder's Project Manager should periodically review the performance of the project against defined quality goals and take necessary actions for any deviations.

i) Bidder should ensure proper configuration management functions are being performed as per the configuration management plan. Bidder's Project Manager should review the activities periodically.

j) Bidder's independent quality assurance team should conduct regular reviews / audits of the project and ensure that the project adheres to the project plan documents.

7.3.21.   Requirement Validation

a) Bidder should understand the business processes and other related documents and seek clarifications from AICTE, if any. Bidder should then take a hand over of these documents from AICTE.

b) If found necessary to modify the designed processes and other documents for successful implementation, the same should be discussed and the relevant documents should be modified as and when required during the project implementation

7.3.22.   Software Development & Testing

a) Bidder should carry out development and customization of all the proposed solutions from its own premises using its own infrastructure including but not limited to servers, storage, networking, software licenses, automated testing tools etc.

b) Bidder should implement quality standards like CMMi Level 5 for the entire life cycle of the project. The quality process should include adequate processes for coding, change management, defect tracking, testing, review and other software development life-cycle processes.

c) Bidder should ensure that the solutions proposed be integrated based on open standards, ensure loose coupling and interoperability, preferably supporting SOA and Web Services principles.

d) Bidder should set up the following environments at the Purchaser's location as part of SDLC:
    i.   Staging

e) Bidder should carry out the software development / customization using a robust Application Development Framework / tool with the following features:

i. Should offer consistent and end-to-end visual development experience.

ii. Should provide wizards and tools to simplify development, enable development & maintenance easier and faster and promote code reuse.

iii. Should have features of drag and drop ease of use to enhance productivity of the development team and thereby reduce the development life cycle time.

iv. Should ensure overall quality of the application being developed & maintained.

v. Should ensure consistent coding practices. Preferably have an auditing feature to ensure adherence to rules and metrics that define programming standards. (Promote readable and maintainable code)

vi. Should be compatible with the target production environment.

vii. Should support rapid application development features such as:

- Visual editor for HTML, XML, JSP, ASP, etc. pages to design application' web pages interactively

- Help developers see all of their application sources in a uniform package organization and simplify the view of components to improve usability for large application projects

viii. Should integrate with popular source control solutions such as Visual SourceSafe, PVCS, etc.

ix. Should support Web 2.0, SOA, Web Services

x. Bidder should independently identify the development methodology along with specifying the applications that would be based on business process management ('BPM') platform and the applications that would be based on the traditional software development methodologies.

xi. All deliverables whether draft or final should be delivered after due quality verification. In case any of the deliverables is found to be deficient in its contents, AICTE should have the right to summarily reject the deliverable and ask for the second draft of the same deliverable and the second draft document should be treated as a fresh delivery for approval.

xii. Software Requirement Analysis and Specification

- Software Requirement Analysis and specification is a key stage in the project and recognizing its pivotal role in the subsequent phases, sufficient time will be provided to the bidder to capture the requirements accurately.

- Bidder should understand the processes and other related documents and seek clarifications from AICTE, if any. Bidder should then take a hand over of these documents from AICTE.

- If found necessary to modify the designed processes and other documents for successful implementation, the same should be discussed and the relevant documents should be modified as and when required during the project implementation.

- Bidder shall interact with AICTE project team to gather requirements. It is expected that Bidder gathers requirements through structured questionnaires, focused interviews with user groups.

- On gathering the requirements, Bidder shall analyze these requirements to ensure the requirements are complete, accurate, consistent and unambiguous.
- After the analysis, Bidder shall prepare software requirement specification (SRS) document. SRS shall contain the objectives and scope of the system, the various levels of requirements. Unresolved issues shall also be included in this document. User Role wise mapping to the various business functions with details regarding their access rights (insert / update / delete / view etc.) shall also be included in this document. Acceptance Criteria shall also be included explicitly promoting clear understanding with the end user about what the end user considers acceptable.
- Bidder shall, as part of development of SRS, develop a system prototype to capture and demonstrate the end user requirements in the form of screens and outputs. The prototype shall be enhanced continuously during the development of SRS and SDD specifications. The same shall be hosted on internal network to be accessible by AICTE 's users from various locations. It shall be ensured that the required environment to develop and host the prototype is procured early in the project.
- The prototype shall have the user access management configured for a 'control group' of users of AICTE wide during the time of SRS and prototype enhancement.
- The Prototype shall also act as tool for preliminary orientation of the end users in familiarizing with the system that is being implemented. This is also to aid user training and change management.
- The SRS document shall be reviewed and approved by AICTE

xiii.   Software Design Specifications

- In this phase, Bidder should develop a logical view of the solution to meet the user requirements. This logical view should consist - the functional architecture of the application and the changes/new database design. Bidder should also define standards for coding, documentation, user interfaces, etc., if the same is not already defined.
- Bidder should document the high level design as System Design Document (SDD) consisting of project standards, the functional design and the database design.
- The SDD document should be reviewed and approved by AICTE.

xiv.   Build Stage

- Bidder should break down the high level design into modules and programs. For every program, a unit test plan should be created. Bidder should also identify common routines, programs, utilities and tools for productivity improvement.
- In this phase, high level design document is the main input whereas the program specifications and unit test plans are the key outputs.
- If data has to be migrated from some existing applications, then Bidder should identify data migration programs that need to be developed and

tested. Without them, programs for the current application cannot be tested properly, so it is important that Bidder should develop and test them early.

xv.   Coding and Unit Testing

- In this phase, the physical database design document, project standards, program specifications are the key inputs. The outputs for this phase include the test data, source code, executables and the unit test report.
- During code, programmer should translate the program specifications into the selected programming language to create source code and executables. Bidder should ensure that the code is independently reviewed.
- The programmer, who has developed the program, should undertake unit testing using the unit test plan prepared during detailed design phase. The defects found in this testing should be logged and the programmer should remove the identified defects.
- Bidder should maintain all the unit test logs and defect statistics and provide the same to AICTE, if desired.

xvi.   Integration Planning & Testing

- The inputs for this phase consist of high level design documents and the unit tested programs. The outputs from this phase consist of integration test plan, and integration test report.
- Bidder should identify the critical modules to be integrated, identify order of integration and identify interfaces to be tested.
- Along with planning for system integration, Bidder should develop integration test cases and include these in integration test plan.
- Bidder should ensure that integration planning is done in parallel with the build phase.
- Once the build phase is completed, Bidder should undertake the actual integration activity as per the integration test plan. Subsequently, integration testing should be carried out as per the plan, log all defects found and should ensure these defects are rectified and re-tested.
- Bidder should maintain the integration test plan along with test results & defect statistics and provide the same to AICTE, if desired so.

xvii. System Test Planning & Testing

- Bidder should plan out a series of different tests, each test having a different purpose, to verify that all system elements have been properly integrated and that the system performs all its functions and satisfies all its non-functional requirements.
- The inputs for this phase consist of the requirement specification document (SRS) and the initial system test plans whereas the outputs consist of system test plan and test results.
- As part of system test planning, Bidder should identify features that should be tested and features that need not be tested.
- On successful completion of the Integration testing, Bidder should carry out the actual system testing as per the system test plan.

- Bidder should ensure that system testing is carried out by an independent team within Bidder other than the development team. Bidder should setup a separate test environment with test database to carry out system testing
- As part of the system testing, Bidder should carry out Performance testing of the application to ensure that the application meets the performance requirements identified in the SRS.
- Bidder should maintain the system test plan and test results with defect statistics and provide the same to AICTE

xviii.   Performance and Load testing

- As part of performance and load testing, the bidder will be required to stimulate the testing environment using the appropriate tools in its own environment
- Under controlled environment, by applying pressure/stress on a system, response and speed of the system needs to be evaluated to match the SLAs
- Entire functionality of the system needs to undergo load and performance testing before User Acceptance Testing and Go-Live
- Bidder shall deploy/use legally acquired appropriate testing tools to conduct performance and load testing
- Bidder should maintain the test plan and test results with defect statistics and provide the same to AICTE.

xix.   User Acceptance Testing

- User Acceptance consists of formal testing conducted by the end user group according to the acceptance test plan and analysis of the test results to determine whether the system satisfies its acceptance criteria.
- Bidder should prepare a plan to coordinate the User Acceptance activity.
- The UAT will include complete functional testing.
- In addition the Bidder needs to prove the system's stability in a Cloud environment through a variable load test for a period of at least one week. The Bidder needs to set up the cloud environment at its own premises for the same.
- Bidder should prepare a software release note
- The primary responsibility for acceptance testing lies with the end user group and AICTE would coordinate with Bidder to ensure necessary support is available to the end user group.
- End user group should document the test cases / scenarios to ensure that the defined acceptance criteria are validated during the acceptance testing.
- Bidder should provide the necessary infrastructure like servers, storage, network connectivity, database licenses, development and run-time licenses for solutions proposed, etc. for the UAT environment. Bidder should set up the test environment along with installation of the software and test data creation. Bidder should be responsible for ensuring appropriate OS, Database versions and patches are installed on the respective servers in this environment. Any problems encountered during

the installation should be documented by Bidder and the installation manual should be updated accordingly.

- Bidder should provide support to document the User Acceptance Test Results along with Defects Statistics. Bidder should ensure that defects found are corrected and is retested by the end user group.
- On successful completion of User Acceptance Testing, Bidder should obtain a formal acceptance sign-off from AICTE

xx.   Implementation

- Bidder, in coordination with AICTE, should prepare a detailed Implementation Plan that should include activities such as User Training, Data Migration / Population and Application Rollout. Bidder should also carry out activities to prepare documentations.

xxi.   Documentation

- Bidder should develop manuals such as User Manuals, Training Manuals, FAQ & Trouble Shooting Guide, etc. as agreed upon with AICTE.
- Bidder should ensure that the documentation is in line with the defined documentation standards.
- Bidder should use tools for creation of Help documents, User manuals etc that minimize the documentation and change efforts.

7.3.23.   Training & Change Management

a)   Preparation of Training Plan
   i.   Bidder would prepare the detailed Training plan which will cover at least the below mentioned Training programs and submit to the department as per the project timelines.
   ii.   Bidder would prepare the list of topics to be covered under various Training programs as part of training plan
   iii.   Get approval of the AICTE on the Final Training topics and plan and implement the approved training topics
b)   Preparation of Training Material
   i.   Bidder shall prepare the solution specific Training Manuals for each Application / Module and submit the same to AICTE for review and approval. The Training Manuals etc. shall be provided in both English and Hindi.
   ii.   Bidder shall prepare Online Training Module for the applications and handheld device. Online training modules should contain audio visual content to guide trainees in operating the web portal & accessing e-governance applications & should be available in English as well as Hindi. It should be accessible to all the users of department based on their requirement on the web portal.
   iii.   Bidder is required to prepare Training material for participants of every type of Training which is to be delivered (mentioned below)
   iv.   Bidder shall update the Training Manuals, procedures manual, deployment/Installation guides etc. to reflect the latest changes to the solutions implemented.
   v.   Bidder shall obtain approval of AICTE on the Training content at least 1 week before delivery of the Training program.

      vi.   Hard copy of Training material to be provided to the participants during the Training session while soft copy is to be uploaded in the AICTE portal.

      vii.   Bidder would be required to provide training videos / Computer Based Training ('CBT') material to AICTE which can later on be used by AICTE to train other trainees on its own.

c)   Training Delivery

      i.   Bidder shall ensure necessary environment setup, data creation to conduct end user training. Department (AICTE/Colleges/Institutions) shall provide the necessary infrastructure such as training classrooms to conduct the end user training. The training environment shall be used for conducting the training sessions.

      ii.   Training centre would be at AICTE Head Office, Delhi.

      iii.   Based on the identified education and training needs, bidder should provide efficient delivery mechanisms and trainers. Bidder should appoint trainers and organize training sessions on a timely basis and ensure that the attendance and performance evaluations are recorded.

d)   Orientation Session for External Stakeholders

      i.   Bidder would be required to plan for the orientation session for the external stakeholders to give them detailed description of the application and its advantages.

      ii.   Bidder needs to plan for the orientation sessions in conjunction with the AICTE personnel.

      iii.   Currently it is envisaged to hold at least two sessions per application post implementation.

e)   Feedback Collection

      i.   Bidder shall design suitable paper-based or practical tests for assessment of the trained participants especially on the use of Application, IT infrastructure, basic troubleshooting etc. The Bidder will have to get the same approved from AICTE.

      ii.   Use various predefined Forms for gathering feedback regarding the satisfaction of trained participants. The feedback should focus on relevance of application content / coverage, quality of presentation, quality of training material provided, relevant examples / practice sessions, quality of faculty, administrative arrangements done for the training etc.

      iii.   Bidder should use the feedback to improve the training materials and mode of training.

      iv.   Performance of bidder during these trainings should be assessed based on the trainee feedback collected for each training course. Bidder should design the trainee feedback template in consultation with AICTE. Bidder should provide, collect and collate the trainee feedback and submit the Trainee Feedback Report to AICTE. Individual trainee feedback should also be submitted as part of this report

f)   Report Generation

      i.   Detailed report regarding each training session (for e.g. participants, attendance levels, date of training, location of training etc.) is to be maintained in the system. The same to be made accessible to the authorized officers within AICTE.

      ii.   Exact Reporting formats will be decided and agreed upon by AICTE with the selected Bidder.

g) Training Infrastructure

    i. All Training Equipment and accessories needed for the delivery of Training (e.g. projector, white board, stationery etc.) and other IT infrastructure and networks etc as deemed necessary by the bidder for delivery of training and achievement of the specified SLAs will be provisioned by AICTE

h) Other Arrangements

    i. Bidder will also be required to provision for any Travel / Boarding / Lodging arrangements for the Trainers, its own and supporting staff at no additional cost.

i) Periodical Workshops & Trainings

    i. Every time the Application undergoes a significant change (addition of new module, new process etc.), the bidder will be required to train all staff affected by the change. For all enhancements/ amendments made to the application (major / minor), the Bidder will be required to provide the updated /revised user manual and online help to all users affected by the change.

    ii. Such training will have to be conducted at least by the time such a change goes live.

    iii. Such training will have to be conducted at all relevant departmental locations.

    iv. Periodical workshops for revising the course content of the trained staff members would be useful.

j) Reinforcement Training

    i. The bidder is responsible for conducting training for additional staff recruited by AICTE on the on-going basis.

k) Details of Training Program

Sr. No.	User Group	Type of training	Number of sessions
1.	**Executive Leadership** – Director (e-Gov), Addl. Director (e-Gov) and e-Governance team at AICTE.	Executive awareness, change management Workshops and Seminars. Training should cover but not limited to: Soft skill development, Preparing action plans and Project monitoring w.r.t. set milestones	1 monthly session during implementation period at Head Office
2.	**All Departmental Employees**	Sensitization towards e-governance, The initiative underway, Roadmap for the project, The impact and benefits envisaged etc.	At least 1 session of 1 day per batch in each location (9 regional offices and 1 HQ) Within 3 months from Date of Signing of Contract with the Selected Bidder
3.	**Train the trainer**	Hands-on training to understand usage of all the features of the proposed application suite	5 training workshop of minimum 5 working days each for maximum 15 people per workshop at

Sr. No.	User Group	Type of training	Number of sessions
			Head Office& regional offices

7.3.24.   Software Application Maintenance

a) The objective of application maintenance is to provide application maintenance and support services, including request based services (problem requests/defect fixes), enhancements, configuration management and post release support. As part of these services, Bidder should provide support for bug fixes, enhancements, operational support, and assistance to AICTE.

b) Bidder should be required to undertake the Application maintenance and Support services.

c) Bidder should commit to provide all necessary resources and expertise to resolve any issues and carry out required changes, optimizations and modification so that complete system as a whole works according to the specified requirements and satisfaction of AICTE.

d) Bidder should ensure that the entire solution as a whole is operational and run according to stipulated performance standards.

e) Bidder should ensure efficient knowledge transfer on a continuous basis so as to ensure that application knowledge is passed on to new members subsequently joining the team.

f) The following sections explain the scope of each activity Bidder is expected to perform under application maintenance and support services for the period of contract.

g) End User Support:
   i. The end user support would include all activities related to resolving the bugs / defects reported by application users. Every bug / defect should be logged. Every bug / defect should be categorized on the severity levels.
   ii. Bidder should identify the solution and take necessary approvals from AICTE and release the patch for UAT after fixing the defects.
   iii. Bidder should document defects / bugs encountered as well as document the resolution of the same. Bidder should also update the Consolidated List of Common Errors and their Resolution document.
   iv. Bidder activities would be monitored as per SLAs defined under Section 5 of this tender

h) Application enhancement / New Development
   i. The application may require modifications or enhancements in the functionality. The enhancements or new development may also be required to fix some complex problem requests or defect fixes and upgrade the application performance.
   ii. Bidder should ensure that correct version of the application / program units are being considered to carry out application enhancements / new development.
   iii. Bidder should follow the configuration management plan for configuration management and version control using the version control software.

       iv.   Bidder should support AICTE in carrying out the UAT for the modifications / enhancements.

i)   Configuration management and version control

       i.   As the application undergoes enhancements and modifications due to problem requests, defect fixes and change requests, it becomes increasingly important to keep the source code under version control and the system under configuration management.

       ii.   With the objective of keeping track of the version updates in the application, Bidder should adhere to the configuration management process defined in conjunction with AICTE.

       iii.   Bidder may be required to assist AICTE personnel in ensuring that a copy of the production environment is backed up and stored in the repository before the new / modified components are copied to Production. Bidder may be required to assist AICTE personnel in restoring the backed up application versions for testing purpose mainly addressing the restorability of the media.

j)   Release management

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

       ii.   As part of the release management Bidder should perform the following activities:

       iii.   Bidder should group the related change requests, assess their development progress and accordingly prepare a schedule for their release.

       iv.   Bidder should in consultation with AICTE prepare a detailed release plan for every release. This plan should include the release number and date of release. It should also contain details about the change request to be released.

k)   Maintenance of post implementation support environment

       i.   Bidder should provide an environment with the necessary infrastructure like servers, storage, network connectivity, database licenses, development and run-time licenses for solutions proposed, etc. to support post implementation activities such as debugging of problems reported, enhancements/developments, subsequent user acceptance, etc. Bidder should be responsible for ensuring appropriate OS, Database versions and patches are installed on the respective servers in this environment.

       ii.   Bidder may be required to assist AICTE personnel in ensuring proper backup of the environment.

l)   MIS Reports

       i.   The following is an indicative list of MIS reports. The selected Bidder should draw an exhaustive list of reports along with AICTE. Bidder should submit the reports on a regular basis in a mutually decided format.

       ii.   Bidder should submit soft copy of each of the reports.

       iii.   Monthly reports

- Feedback report from users for the services rendered
- Consolidated SLA / non-conformance report
- Log of preventive maintenance undertaken
- Log of break-fix maintenance undertaken

- Bug / defect resolution reports including the analysis of bugs / defects resolved, pending, completion time, responsiveness, concern areas, etc.
- Change Request Logs with their resolution status

7.3.25.   AMC Administration

a) Bidder should ensure availability of AMC support with all the OEMs for proposed additional software and hardware components. This AMC support period should commence from the deployment of software and hardware components till the end of contract.

b) AICTE will ensure availability of AMC support with all the OEMs for the existing software & hardware components

7.3.26.   Administration of Database, System & Network

a) Bidder should provide an appropriate functional and technical training to AICTE personnel in the areas of Administration of Database and System.

b) Bidder should assign onsite support to diagnose, troubleshoot and resolve issues with the equipment / components supplied. The engineer should possess capability for supporting the equipment and components proposed, but not limited to undertaking preventive and break-fix maintenance, troubleshooting, resolving problems, tuning, etc.

c) Bidder may be required to assist AICTE personnel in performing periodic health check of the systems, troubleshooting problems, analysing and implementing rectification measures.

d) Bidder will be responsible for not only the new systems provided as part of this tender but also ensuring the upkeep of existing systems that would be reused and also incorporate necessary changes for new applications, if any, during the tenure of the contract.

e) On an ongoing basis, Bidder is responsible for troubleshooting issues in the infrastructure, network and application of AICTE to determine the areas where fixes are required and ensuring resolution of the same.

f) Bidder should be responsible for identification, diagnosis and resolution of problem areas pertaining to the central infrastructure and application and maintaining assured SLA levels.

g) Bidder may be required to assist AICTE personnel in implementing and maintaining standard operating procedures for maintenance of the infrastructure based on the policies provided by AICTE and based on the industry best practices / frameworks like ITIL. Bidder should create and maintain adequate documentation / checklists for the same.

h) Bidder may be required to assist AICTE personnel in managing the user names, roles and passwords of all the relevant systems, including, but not limited to servers, applications, devices, etc. Bidder may be required to assist AICTE personnel in the management of passwords for all relevant components and devices under their purview and implement a password change mechanism in accordance with the security policy of AICTE. User account management includes and is not limited to:

    i.   Setting up new user account

    ii.   Granting access and review

    iii.   Removal of user accounts

    iv.   Privilege management

    v.   Password management

    vi.   Access to OS, databases and applications

    vii.　　Monitoring access and usage

    viii.　　Logging

    ix.　　Session time-out

i)　Bidder should be responsible for the synchronization of system clocks and automatic lockout of the terminal after defined inactivity time.

j)　Bidder should be responsible for maintenance of logs of user Internet activity, failed login attempts, etc.

k)　Bidder may be required to assist AICTE personnel for downloading of patches and updates for OS, Anti-virus, firewalls, IPS, IDS, RDBMS and other systems using a two-step procedure. In the first step, patches and updates should be downloaded to a standalone system. In the second step, the patches and updates should be updated to the relevant systems.

l)　Bidder should provision dedicated team consisting of Solution Architect, Network Administrator and Database Administrator

m)　System Administration

    i.　　System administration services for management of server environment to maintain performance at optimum levels.

    ii.　　Proper configuration of server parameters, operating systems administration and tuning. Bidder would be the single point of accountability for all hardware maintenance and support central infrastructure.

    iii.　　Operating system administration, including but not limited to management of users, processes, resource contention, preventive maintenance and management of upgrades including migration to higher versions and patches to ensure that the system is properly updated. Bidder is also responsible for re-installation in the event of system crash/failures.

    iv.　　Regular monitoring and 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. Bidder should also ensure that the bottlenecks in the infrastructure are identified and fine tuning is done for optimal performance.

    v.　　Regular analysis of events and logs generated in all the sub systems including but not limited to servers, operating systems, databases, applications, security devices, messaging, etc. Bidder should undertake actions in accordance with the results of the log analysis. The system administrators should also ensure that the logs are backed up and truncated at regular intervals.

    vi.　　Adopt a defined process for change and configuration management in the areas including, but not limited to, changes in parameter settings for application, servers, operating system, devices, etc.; applying patches, etc.

    vii.　　Managing the trouble tickets, diagnosis of the problems, reporting, managing escalation, and ensuring rectification of server problems as defined in SLA.

n)　Database Administration

    i.　　Bidder should train AICTE personnel in the relevant areas and may be required to assist AICTE personnel in performing the following tasks.

    ii.　　Management of database environment to maintain performance at optimum levels.

    iii.　　End-to-end management of database on an ongoing basis to ensure smooth functioning of the same.

iv.   Tasks including, but not limited to, managing changes to database schema, disk space, storage, user roles.

v.   Conduct code and configuration reviews to provide inputs to AICTE in order to improve the performance or resolve bottlenecks, if any.

vi.   Performance monitoring and tuning of the databases on a regular basis including preventive maintenance of the database as required.

vii.   Report backup status on a regular basis and ensure prompt problem resolution in case of failures in the backup processes.

viii.   Manage database upgrade or patch upgrade as and when required with minimal downtime.

ix.   Regular backups for all databases in accordance with the backup and archive policies and recovery whenever required with appropriate permissions. Testing of backup media should be undertaken from time to time to ensure availability of data. Bidder should co-ordinate with Datacenter Shift Engineers for back-up activities.

x.   Media management tasks including, but not limited to, tagging, cross-referencing, storing, logging, testing, and vaulting in fire proof cabinets at DC and DR. Bidder should provide adequate number of fire proof cabinets at DC and DR sites.

xi.   Use of DBA tools to perform database creation, maintenance, and database monitoring related tasks.

o) Storage Administration

i.   Bidder should train AICTE personnel in the relevant areas and may be required to assist AICTE personnel in performing the following tasks.

ii.   Management of storage environment to maintain performance at optimum levels.

iii.   Management of the storage solution including, but not limited to, storage management policy, configuration and management of disk array, SAN, tape library, etc.

iv.   Storage management, including but not limited to management of space, volume, RAID configuration, LUN, zone, security, business continuity volumes, performance, etc.

p) Security Administration

i.   Bidder should train AICTE personnel in the relevant areas and may be required to assist AICTE personnel in performing the following tasks.

ii.   Management of security environment to maintain performance at optimum levels.

iii.   Address ongoing needs of security management including, but not limited to, monitoring of various devices / tools such as firewall, intrusion detection, content filtering and blocking, virus protection, and vulnerability protection through implementation of proper patches and rules.

iv.   Maintain an updated knowledge base of all the published security vulnerabilities and virus threats for related software and microcode, including, but not limited to, operating systems, application servers, web servers, databases, security solutions, messaging solutions, etc.

v.   Ensure that patches / workarounds for identified vulnerabilities should be patched / blocked immediately.

vi.   Respond to security breaches or other security incidents and coordinate with respective OEM in case of a new threat is observed to ensure that workaround / patch is made available for the same.

      vii.   Maintenance and management of security devices including but not limited to, maintaining firewall services to restrict network protocols and traffic, detecting intrusions or unauthorized access to networks, systems, services, applications or data, protecting email gateways, firewalls, servers, desktops from viruses.

     viii.   Operating system hardening through appropriate configuration and patch updates on a regular basis.

      ix.   Physical & Environmental Security at AICTE office location

      x.   Ensure that all network hubs and switches (including already available equipment) are secured and are enabled only when required by authorized employees.

      xi.   Perform preventive maintenance exercise as per AICTE ISPP.

      xii.   Monitor the environmental controls for security of network equipment, cabling security and IT hardware management

q) Change Management

      i.   Bidder should be responsible for managing the changes that happen to the DC and DR setup on an ongoing basis, including but not limited to, changes in hard / soft configurations, changes to system software, changes to policies, applying of upgrades / updates / patches, etc.

      ii.   Bidder should undertake planning required for changes, draw up a task list, decide on responsibilities, co-ordinate with AICTE users, establish and maintain communication with AICTE to identify and mitigate risks, manage the schedule, execute the change, ensure and manage the port change tests and documentation.

r) Desktop / Laptop / Thin Client Administration

      i.   Bidder shall provide support for all front-end application components

      ii.   Bidder shall provide First level problem diagnosis for Application, PCs, LAN and WAN.

      iii.   Bidder shall provide support to OS and packaged software (e.g. Productivity software, Mail etc.).

      iv.   Bidder shall be responsible for Installation / Re-installation / Upgrade of OS, Database, Applications as required.

      v.   Bidder shall be responsible for installation / Re-installation configuration of all peripherals such as printers, scanners etc.

      vi.   Bidder shall be responsible for Health check of equipment under the scope of work at regular periodicity in the format agreeable to AICTE. Periodicity of such health check shall be on a monthly basis for all AICTE locations.

s) MIS Reports

      i.   The following is an indicative list of MIS reports. The selected Bidder should draw an exhaustive list of reports along with AICTE. Bidder should submit the reports on a regular basis in a mutually decided format.

- Bidder should submit 2 hard copies and 1 soft copy of each of the reports.
- Weekly reports
- Log of backup and restoration undertaken.
- Summary of resource utilization of critical components

      ii.   Fortnightly reports

- Project Progress Report with schedule slippage details.

- Overall performance reports including the analysis of queries completed, queries pending, queries escalated, completion time, responsiveness, concern areas, etc.
- Summary of measured end user application response time for selected application.

iii.   Monthly reports

- Summary of resource utilization of all components in the datacenters.
- Log of preventive / break-fix maintenance undertaken.
- Summary of usage of tape media provisioned.
- Summary of changes undertaken in all the datacenters including major changes like configuration changes, release of patches, database reorganization, storage reorganization, etc. and minor changes like log truncation, volume expansion, user creation, user password reset, etc.
- Consolidated SLA / non-conformance report

iv.   Quarterly Reports

- Asset database report and Asset Audit report
- Summary of incidents reported like Application down, Components down, overall downtime, security vulnerabilities detected, hacker attacks / security threats, peaking of utilization, etc.
- Feedback report from users for the services rendered.

v.   Incident Reporting (as and when it occurs)

- Complete system down – with root cause analysis
- Peaking of resource utilization on any component
- Bottlenecks observed in the system and the possible solutions and workarounds.

vi.   Security Incident Reporting (as and when it occurs)

- Detection of security vulnerability detection with the available solutions / workarounds for fixing.
- Hacker attacks, Virus attacks, unauthorized access, security threats, etc. – with root cause analysis and plan to fix the problems.
- Any hazards or events like fire, environmental conditions, physical security, etc. at the datacenters

7.3.27.   Audit

a)   The Bidder should conduct audit of the central infrastructure through the OEM on a half-yearly basis. The OEMs should undertake audits of their respective infrastructure and certify that all necessary precautions have been undertaken. Bidder may conduct this audit himself, in which case, Bidder shall ensure that the audit conducted by him is certified by the respective OEM

b)   The audit should ensure installation of proper versions of software including, but not limited to, Firmware, OS patches, any other layer of software, etc.

c)   The Bidder should undertake audit to determine the state of the resources, including, but not limited to overused resources, underused resources, etc.

d) The audit report should make recommendations to the AICTE through the audit report regarding issues including but not limited to upgrade of resources, reallocation of unused resources, etc.

e) The audit should also cover obsolescence of resources as per policy defined by AICTE. The audit report should provide details of the resources that are due for obsolescence and provide a plan for upgrade / refresh of resources and plan for disposal of obsolete resources.

f) The Bidder should ensure compliance of policy implementation including but not limited to backup policy, archival policy, security policy, etc. with the policy provisioned AICTE and with the best practices followed in the industry.

g) The audit should be certified by the respective OEM of the equipment assuring that the same is in proper condition. The audit report should be complied and provided to AICTE for consideration.

h) A half-yearly audit for the security practices, implementation of security policy and vulnerability assessment shall be conducted by a 3rd party appointed and paid for by the Purchaser. The report of the 3rd party auditors shall rate the security implementation in three grades viz. Satisfactory, Requires Improvement and Unsatisfactory. Bidder shall provide necessary support and co-operation for the same.

i) A Quarterly Asset Audit, at all the locations should be conducted to ensure the health of the system and verify the existence of assets. The report of findings should be submitted to AICTE for consideration.

j) A half-yearly audit for user satisfaction may be conducted by a 3rd party appointed and paid for by the Purchaser. The report of the 3rd party auditors shall rate the user satisfaction in three grades viz. Satisfactory, Requires Improvement and Unsatisfactory. Bidder shall provide necessary support and co-operation for the same.

k) AICTE may conduct audit of Service Level Agreement (SLA) at its discretion through a 3rd party auditor appointed by AICTE. Bidder shall provide necessary support and co-operation for the same.

7.3.28.   Compliance with Industry Standards

a) As per government guidelines, the choice of open source vs proprietary software is left to bidder till the time it follows open standards

b) While developing an application in response to this RFP, the SI shall adhere to all applicable policies and standards published by Government of India, which includes:

  i.   Ministry of Electronics and Information Technology, Government of India as updated from time to time. The latest version of the standards may be found at https://egovstandards.gov.in

  ii.   National Informatics Corporation The latest version of the standards may be found at www.web.guidelines.gov.in/

  iii. Guidelines for Indian Government Websites (GIGW), available at : http://darpg.gov.in/sites/default/files/Guidelines_for_Government_ websites_0_0.pdf

  iv.   "Policy on Open Application Programming Interfaces (APIs) for Government of India" available at: http://www.egazette.nic.in/WriteReadData/2015/164238.pdf

7.3.29.   Acceptance Testing and Certification

a) The primary goal of Acceptance Testing and Certification is to ensure that the Project (including all the project components as discussed in the scope of work) meets requirements, standards, specifications and performance, by ensuring that the following are associated with clear, quantifiable metrics for accountability:

   i. Functional requirements Localisation Compliance Review
   ii. Infrastructure (Hardware and Network) Compliance Review Availability of the project Services in the defined locations Performance
   iii. Security Manageability
   iv. SLA Reporting System
   v. Project Documentation (Design, development, configuration, training and administration manuals etc)
   vi. Data Quality Review

b) As part of Acceptance testing, performed through a third party agency, Purchaser shall review all aspects of project development and implementation covering software, hardware and networking including the processes relating to the design of solution architecture, design of systems and sub-systems, coding, testing, business process description, documentation, version control, change management, security, service oriented architecture, performance in relation to defined requirements, interoperability, scalability, availability and compliance with all the technical and functional requirements of the RFP and the agreement.

c) The procedures and parameters for testing will be laid down by the Third Party Agency after approval from Purchaser; the solution deployed by the vendor has to satisfy third party acceptance testing upon which the system shall go-live, subject to Purchaser/Departmental approval.

d) The Department / Purchaser will establish appropriate processes for notifying the selected vendor of any shortcomings from defined requirements at the earliest instance after noticing the same to enable the selected vendor to take corrective action. All gaps identified shall be addressed by the vendor immediately prior to Go-live of the solution. It is the responsibility of the selected Bidder to take any corrective action required to remove all shortcomings, before the roll out of the project.

e) It is to be noted that the involvement of the third party for acceptance testing and certification, does not absolve the SI of his responsibilities to meet all SLAs as laid out in this RFP document.

f) Selected bidder should ensure that the eGovernance applications (including AICTE website and AICTE web portal) should comply with STQC and GIGW guidelines. AICTE may appoint third party auditor for auditing the e-Governance applications (including AICTE website and AICTE web portal) as per STQC and GIGW guidelines.

g) Selected bidder shall obtain Safe to Host Certificate for the web portal & accompanying e-Governance applications from STQC/ Cert-IN empanelled agency identified by AICTE

h) Selected bidder shall obtain GIGW Compliance Certificate for the web portal & accompanying e-Governance applications from STQC/ Cert-IN empanelled agency identified by AICTE

i) All costs related to obtaining Safe to Host Certificate & GIGW Compliance Certificate for the web portal & accompanying e-Governance applications from STQC/ Cert-IN empanelled agency would be borne by AICTE

j) It is to be noted that:

   i. Purchaser may get the solution audited through a Third Party before Go-Live and periodically after Go-Live in order to ensure the success of the project. Such third-party agency for carrying out the acceptance testing and certification of the entire solution will be nominated by the Department.

   ii. Following discusses the acceptance criteria to be adopted for the project as mentioned above. The list below is indicative and the activities will include but not be limited to the following:

   - Functional Requirements Review: The solution developed/customized by selected Bidder shall be reviewed and verified by the agency against the Functional Requirements signed-off between the Purchaser and the selected Bidder. All gaps, identified shall be addressed by the vendor immediately prior to Go-live of the solution. One of the key inputs for this testing shall be the traceability matrix to be developed by the vendor for the solution. Apart from Traceability Matrix, agency may develop its own testing plans for validation of compliance of system against the defined requirements. The acceptance testing w.r.t. the functional requirements shall be performed by independent third party agency (external audit) as well as the select internal department users (User Acceptance Testing) and system has to satisfy both third party acceptance testing and internal user acceptance testing, upon which the system shall go-live.For conducting the User Acceptance Testing, Purchaser/ The Department shall identify the employees from respective divisions, who shall be responsible for day-to-day operations of the functions automated through the project. The system, during the functional requirements review, shall necessarily satisfy the user acceptance testing process.

   - Localisation Compliance Review: A third party supports shall perform the Localisation Compliance Review to verify the Application Multilingual Architecture Design with Input/Saved/Output Data as per Localisation guidelines, i.e UNICODE 6.0 standard

   - Infrastructure Compliance Review: Third party agency shall perform the Infrastructure Compliance Review to verify the conformity of the additional Infrastructure (both IT, non IT as well as Network infrastructure) proposed by the selected Bidder against the requirements and specifications provided in the RFP and/or as proposed in the proposal submitted by the selected Bidder. Compliance review shall not absolve the vendor from ensuring that proposed infrastructure meets the SLA requirements. Any additional hardware proposed by the SI should be as specified in RFP or better without any cost escalation subject to following restrictions:

     1. OEM cannot be replaced;
     2. Product should meet all functionalities listed in the RFP.
     3. OEM must provide a representation that the new product is a newer version of the proposed product.
     4. If COTS is used then its version should be as specified or newer version.

- Security Review: The software developed/customized shall be audited by the agency from a security and controls perspective. Such audit shall also include the IT infrastructure and network deployed for the project. Following are the broad activities to be performed by the Agency as part of Security Review. The security review shall subject the solution to the following activities.

- Audit of Network, Server and Application security mechanisms: Assessment of authentication mechanism provided in the application /components/modules Assessment of data encryption mechanisms implemented for the solution. Assessment of data access privileges, retention periods and archival mechanisms Server and Application security features incorporated etc. Application Security mechanisms should be accessed in compliance with the IT Act 2000,2008 Amendment and IT rules 2011, such that it maintains data/information Integrity, Confidentiality, Non-repudiation. Audit of Security mechanisms so that they are in compliance with the latest Guidelines by Controller of Certifying authority (CCA),IT Act, ISO27001.Gap assessment of certain controls like say ISO 27001 and section 43, 47, 66, 69, 79, 84 and 87 of IT ACT amendment 2008 and decide how the sensitive data from a data centric stand point is to be protected.

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

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

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

- SLA Reporting System: The selected Bidder shall design, implement/customize the Enterprise Management System (EMS) and shall develop any additional tools required to monitor the performance indicators listed as perthe SLAs mentioned the RFP. The Acceptance Testing and Certification agency shall verify the accuracy and completeness of the information captured by the SLA monitoring system implemented by the

vendor and shall certify the same. The EMS deployed for the project, based on SLAs, shall be configured by the selected Bidder to calculate the payment to be paid by the department after deducting the necessary penalties.

- Project Documentation: The Agency shall review the project documents developed by the selected Bidder including requirements, design, source code, installation, training and administration manuals, version control etc.Any issues/gaps identified by the Agency, in any of the above areas, shall be addressed to the complete satisfaction of the Department.

- Data Quality: The Agency shall perform the Data Quality Assessment for the Data digitized by selected Bidder and the data migrated by the vendor to the new system. The errors/gaps identified during the Data Quality Assessment shall be addressed by the vendor before moving the data into production environment, which is a key mile stone for Go-live of the solution.

7.4. Milestones

Sr. No.	Milestone	Expected Time	Deliverables / Solutions
1.	Submission of detailed Project Management Plan, Exit Management Plan along with establishment of live project management dashboard	T + 2 weeks	Project Charter
2.	System Requirement Specifications ('SRS'), Information Security Policies & Procedures	T + 4 weeks	System Requirement Specifications document, Information Security Policy document
3.	Development of the system	T + 32 weeks	• Digitized and migrated Database • Full customization of the application software • Rollout for UAT • Application Software and other requirements such as source code, library files, DLL's, setup programs, documentation, etc.
4.	User Acceptance Testing	T + 34 weeks	• Unit and Integration Testing Plan and Procedure • UAT Test cases

Sr. No.	Milestone	Expected Time	Deliverables / Solutions
			• Testing report with fail / pass results and plan to fix the defects • Testing on data center
5.	Solution go-live	T + 36 weeks	Certification by AICTE or competent third party auditor nominated by AICTE
6.	Completion of Training	T + 32 weeks	Training to AICTE personnel, manuals, material and training completion report
7.	Completion of Data Migration	T + 32 weeks	Certification by AICTE or competent third party auditor nominated by AICTE
8.	Stabilization of Integrated system operations for 90 days	T + 48 weeks	Certification by AICTE or competent third party auditor nominated by AICTE
9.	Development of Information Security Policies and Procedures (This activity to be started only after completion of solution Go-Live)	T + 36 weeks	Certification by AICTE or competent third party auditor nominated by AICTE
10.	Operation & Maintenance Support (Post Implementation Phase) 5 years after go-live	For the contract period (post Integrated solution operations)	For each year of support and maintenance phase: • Monthly log of service calls and problem resolution reports for Helpdesk • Quarterly Performance Monitoring Reports for the system • Updated system design documents, specifications for every change request • Latest source code, application deployment files, configuration files for entire solution • Updated user manuals, administration manuals, training manuals etc • Software change logs

Where T = Effective date of Contract

8. Current Infrastructural Setup

8.1. Hardware Components

8.1.1. Server Details

S. No.	Make & Model	Quantity	Year of Introduction	OS & Version	Processor & No. of Cores	RAM	HDD	LAN Ports
1	HP Proliant DL180 G9 With HBA Card	2	2017	Windows Server 2012 R2 Data Centre	Intel Xeon, 2.10Ghz * 2 & Core-8	256GB	1TB*2	2 Ports
2	HP Proliant DL180 G9	2	2017	Windows Server 2012 R2 Data Centre	Intel Xeon, 2.10Ghz * 2 & Core-8	64GB	1TB*2	2 Ports
3	CISCO UCS C220 M4	2	2016	Windows Server 2012 R2 Data Centre & Oracle Linux 7.3	Intel Xeon, 2.40Ghz * 2 & Core-16	128 GB	600GB*3	4 Ports
4	CISCO UCS C220 M4	2	2016	Windows Server 2012 R2 Data Centre & Oracle Linux 7.3	Intel Xeon, 2.40Ghz * 2 & Core-16	256 GB	600GB*3	4 Ports
5	HP Proliant DL580 G7	1	2013	Oracle Linux 7.3	Intel Xeon, 1.87Ghz * 2 & Core-6	64 GB	300GB*3, 600GB*1 & 1TB*2	2 Ports
6	HP Proliant DL165 G7	1	2013	Windows Server 2012 R2 Data Centre	AMD Opteron , 2.00Ghz * 2 & Core-8	32 GB	300GB*2	2 Ports
7	HP Proliant DL165 G7	1	2013	Windows Server 2008 Enterprise Edition	AMD Opteron , 2.00Ghz * 2 & Core-8	32 GB	300GB*2 & 1TB*1	2 Ports
8	IBM System x3650 M2	1	2009	Windows Server 2003 R2 Enterprise x64 Edition Service Pack 2 (build 3790)	2.00 Gigahertz Intel Xeon * 2 & Core-8	68 GB	300 GB * 4 & 146 GB * 2	2 Ports
9	IBM System x3650 M2	3	2009	Windows Server 2003 R2 Enterprise Edition	2.00 Gigahertz Intel Xeon * 2 & Core-8	32 GB	300 GB * 4 & 146 GB * 2	2 Ports
10	IBM System x3650 M2	1	2009	Windows Server 2003 R2 Enterprise Edition	1.87 Gigahertz Intel Xeon * 2 & Core-4	32 GB	300 GB * 4 & 146 GB * 2	2 Ports

S. No.	Make & Model	Quantity	Year of Introduction	OS & Version	Processor & No. of Cores	RAM	HDD	LAN Ports
11	IBM System x3650 M2	1	2009	Windows Server 2003 R2 Enterprise x64 Edition	1.87 Gigahertz Intel Xeon * 2 & Core-4	56 GB	300 GB * 4 & 146 GB * 2	2 Ports
12	IBM System x3650 M3	1	2009	Windows Server 2003 R2 Enterprise x64 Edition	2.27 Gigahertz Intel Xeon * 2 & Core-8	32 GB	300 GB * 4 & 146 GB * 2	2 Ports
13	HP ProLiant DL180 Gen9 With HBA Card	1	2017	Windows Server 2012 R2 Standard Edition	2.10 gigahertz Intel Xeon && Core-8	32GB	2 TB * 2	2 Ports
14	HP ProLiant DL180 Gen9	1	2016	Windows Server 2012 R2 Data Centre	2.10 gigahertz Intel Xeon && Core-8	32GB	2 TB * 2	2 Ports
15	ProLiant DL180 G6	1	2013	Windows Server 2003 R2 Enterprise Edition	Intel Xeon, 2.40Ghz	4GB	137GB	2 Ports
16	HP Proliant DL180 G91	1	2017	windows server 2012 R2 Data Centre Edition	Intel Xeon E5, 2.10Ghz *2 & Core 8	128 GB	2 TB	2 Ports
17	HP Proliant DL180 G91 With HBA Card	1	2018	Windows Server 2012 R2 Data Centre	Intel Xeon E5, 2.10Ghz *2 & Core 8	64GB	1TB*3	2 Ports
18	HP Proliant DL180 G91 With HBA Card	1	2018	Windows Server 2012 R2 Data Centre	Intel Xeon E5, 2.10Ghz *2 & Core 8	64GB	1TB*3	2 Ports

8.1.2. Other Hardware Details

S. No.	Description	Make	Model
1	Storage	IBM	DS 3200
2	Enclosure	IBM	DS 3200

S. No.	Description	Make	Model
3	Tape Drive	IBM	TS 2340
4	Link Load Balancer	Barracuda	BWB 330
5	NG Firewall	Barracuda	BNGIF 800
6	Web Application Firewall	Barracuda	BWF 660
7	Switch	D-Link Managed	DSG 3120 (24 ports)
8	Switch	D-Link Managed	DSG 3120 (24 ports)
9	Switch	D-Link Managed	DSG 3100 (24 ports)
10	Switch	D-Link Managed	DSG 3100 (24 ports)
11	Switch	Cisco	C3 3850 NM

S. No.	Description	Make	Model
12	Router	Cisco	3900 Series
13	Router	Cisco	ASR 1001-x
14	MUX (PGCIL)	PGCIL	TJ 1400
15	PGCIL- POE	PGCIL	AC-DC Converter
16	Firewall	Fortigate	1200D
17	Firewall	Fortigate	1200D
18	Application Load Balancer	Fortigate	1500D
19	Application Load Balancer	Fortigate	1500D
20	Switch	Cisco	Catalyst 2960-CS Series (8 Port)

S. No.	Description	Make	Model
21	SAN Switch	HP	HPE 8/24
22	SAN Switch	HP	HPE 8/24
23	SAN Processor	HP	HP 3PAR Service Processor
24	SAN Storage	HP	3PAR StoreEver 720c
25	Tape Library	HP	StoreEver Tape Library

8.2. Software Licenses

S. No.	License Description	Metrics	Quantity	
1	Siebel CRM Base IP 2016	Application User	200	
2	Siebel Public sector CRM Base Option IP 2016	Application User	200	
3	Siebel Partner Portal IP 16	Enterprise operating Budget	Unlimited	
4	Siebel Tools	Application User	17	
5	Siebel Partner Manager IP 2016	Application User	10	
6	Siebel Server Extension for Unix	Computer perpetual	12	
7	Oracle Business Intelligence Publisher 11g	Processor - perpetual full use	2	
8	Oracle Business Intelligence Suite Enterprise Edition plus 11g	Names - user perpetual full use	50	
9	Oracle Database Standard Edition 11g R2	Processor perpetual full use 2 numbers	2	

S. No.	License Description	Metrics	Quantity
10	Oracle Database Enterprise Edition-Processor Perpetual	-	16
11	Oracle Database Enterprise Edition-Processor Perpetual	-	4
12	Oracle Database Enterprise Edition-Named User Plus Processor Perpetual	-	25
13	Oracle Real Application Cluster - Processor Perpetual	-	16
14	Oracle Diagnostic Pack - Processor Perpetual	-	16
15	Oracle Tuning Pack - Processor Perpetual	-	16
16	Vcenter	-	-
17	VMWare ESXi	-	8
18	Windows OS - Windows 2012 R2 Data center	-	10

S. No.	License Description	Metrics	Quantity
19	Windows OS - Windows 2008 Enterprise	-	1
20	Windows OS - Windows 2012 R2 Data center	-	1
21	Windows OS – Windows 2012 R2 Standard	-	1
22	Windows OS - Windows 2003 Enterprise	-	7
23	Windows OS	Microsoft OS WinSvrDataCtr SNGL LicSAPk OLP C 2 Proc	4
24	MS Office	-	-
25	Antivirus	Kaspersky Select	300
26	Backup software	-	-
27	Hardware AMC (IBM Hardware)	-	-

S. No.	License Description	Metrics	Quantity
28	Oracle AMC	-	-
29	Window OS AMC	-	-
30	Oracle Linux Premier Limited (1 year) AMC	-	4
31	Oracle Linux Premier Limited (3 year) AMC	-	4
32	Production Support/Subscription Vmware vSphere 6 standard for 1 processor for 1 year	-	4
33	Oracle Social Cloud	Production	2
34	Drupal (Current AICTE website and CMS Platform)	NA	NA

8.3. Existing Application Landscape

S. No.	Name of Module	Technology	User Base	Total number of users	No of tables	Largest Table Size	No of Columns in largest Table	No of Rows in largest table	No of Validations (All validations are multi-level)	No of Scripted Objects	No of Reports	Number of Forms or Applets
1	Approval Process	Siebel/Oracle DB	User Base	15000	4000	10,939 MB	529	16361990	1395	150	20(Fixed Report) + Reports(Lists, Counts) per year as per the AICTE requirements	1355
2	Deficiency Calculation	Siebel/Oracle DB	Institutes, AICTE	15000	4000	10923 MB	501	16361990	2	100	1	2

S. No.	Name of Module	Technology	User Base	Total number of users	No of tables	Largest Table Size	No of Columns in largest Table	No of Rows in largest table	No of Validations (All validations are multi-level)	No of Scripted Objects	No of Reports	Number of Forms or Applets
			Officers									
3	Online Payment Module	Siebel/Oracle DB	Institutes, AICTE Officers	15000	4000	178.17 MB	276	1636190	5	8	Manually created payment consolidation report	"36 siebel (inclusive of all logins)
4	Email/SMS Communication	Siebel/Oracle DB	Institutes, AICTE Officers	2 lakhs	4000	1300MB	33 PHP PAGES					
5	CII Ranking	Siebel/Oracle DB	Institutes,	10000	4000	576MB	12ASP pages for					

S. No.	Name of Module	Technology	User Base	Total number of users	No of tables	Largest Table Size	No of Columns in largest Table	No of Rows in largest table	No of Validations (All validations are multi-level)	No of Scripted Objects	No of Reports	Number of Forms or Applets
			AICTE Officers				payment integration					
6	PG Scholarship	Siebel/Oracle DB	Institutes, AICTE Officers	70000	4000	6973MB	"					
7	AQIS	Siebel/Oracle DB	Students, Institutes, AICTE Officers	12000	4000	6002MB	57	2599083	NA	NA	NA	NA
8	NEEM	Siebel/Oracle DB	Institutes, AICTE	10000	4000	527MB	223	3748927	112	50	0	59

S. No.	Name of Module	Technology	User Base	Total number of users	No of tables	Largest Table Size	No of Columns in largest Table	No of Rows in largest table	No of Validations (All validations are multi-level)	No of Scripted Objects	No of Reports	Number of Forms or Applets
			Officers									
9	JFDR	Siebel/Oracle DB	Institutes, AICTE Officers	15000	4000	10923 MB	150	18890340	150	200	0	214
10	NSQF	Siebel/Oracle DB	Institutes, AICTE Officers	10000	4000	10924 MB	332	3836660	810	100	2	172
11	PMKVY	Siebel/Oracle DB	Institutes, AICTE Officers	10000	4000	10923 MB	590	1151273	42	19	NA	34

S. No.	Name of Module	Technology	User Base	Total number of users	No of tables	Largest Table Size	No of Columns in largest Table	No of Rows in largest table	No of Validations (All validations are multi-level)	No of Scripted Objects	No of Reports	Number of Forms or Applets
12	Court Case Tracking	Siebel/Oracle DB	Institut es, AICTE Officer s	5	4000	10MB	113	163619 90	20	30	0	31
14	J&K Scholarship	PHP/MySQL	Public Domai n	73000	40	128MB	423	163619 90	70	23	NA	36
15	Pragathi &Saksham	PHP/MySQL	Studen ts, Institut es, AICTE Officer s	81000	17	70MB	152	1719	50	10	0	15
16	StartUp Application	PHP/MySQL	Studen ts,	2000	8	11MB	38	712099	22	55	NA	80

S. No.	Name of Module	Technology	User Base	Total number of users	No of tables	Largest Table Size	No of Columns in largest Table	No of Rows in largest table	No of Validations (All validations are multi-level)	No of Scripted Objects	No of Reports	Number of Forms or Applets
			Institutes, AICTE Officers									
17	Clean Campus	PHP/MySQL	Institutes, AICTE Officers	10000	7	3.52MB	276	63128	320	150	NA	310
18	Deemed University Application	PHP/MySQL	Institutes, AICTE Officers	8000	5	4.5MB	131	81803	60	75	NA	90

S. No.	Name of Module	Technology	User Base	Total number of users	No of tables	Largest Table Size	No of Columns in largest Table	No of Rows in largest table	No of Validations (All validations are multi-level)	No of Scripted Objects	No of Reports	Number of Forms or Applets
19	AICTE Website	Drupal/PHP/MySQL	Students, Institutes, AICTE Officers	Public Domain website	250	70MB	50	2552	78	29	NA	27
20	MIS and Analytical Portal	Oracle OBIEE	Public Domain	10	NA	NA	145	10398	62	32	NA	34

8.4. Existing Document Management System

a) e-Gov Office is a comprehensive solution for government organizations to function efficiently and effectively by ensuring that all the document and communication centric functions are managed smartly while fully complying with Standard Operating Procedures (SOP).

b) It includes following features:
   i. File Movement and Tracking
   ii. Archival and Retrieval of Files / Documents
   iii. Communication (DAK) Movement and Tracking
   iv. Office Note Approval Process
   v. Committee & Meetings Process
   vi. RTI (Right to Information) Process
   vii. PQ (Parliamentary Questionnaire) Process
   viii. CC (Court Cases) Process

c) Application Server Specification for Server
   i. JBOSS 5.0.1/6.1.1/6.2 EAP/6.3 EAP Alpha

d) Database Server Specification for Server
   i. MSSQL 2008/2012
   ii. Oracle 11 G/ 12 C

e) Operating System Server
   i. Windows 2008/2012 Server

f) Database Server Specification for Web Client
   i. Internet Explorer 9.0 and above

8.5. Existing Content Management System

a) AICTE's website is based on Drupal 7 Web CMS platform. The website has around 596 dynamic pages. The website is load balanced via a hardware load balancer. All public content i.e. videos, images, articles are shared via the Drupal based AICTE website.

b) Operating System
   i. Microsoft 2012 Data Center

c) Web Server
   i. IIS version 8

d) Database
   i. MySQL

8.6. Network Topology*

Figure 1

Figure 2

*For further details Bidders are requested to visit AICTE's data center as per the schedule mentioned in Section 4.4.3.4

8.7. Server Utilization*

SiebelApp01			
CPU Utilization (%)		**Memory Utilization (125.7 GB)**	
Minimum	0.08	Minimum	1.02 GB
Maximum	99.6	Maximum	38.86 GB
Monthly Average	10	Monthly Average	22.59 GB

SiebelApp02			
CPU Utilization (%)		**Memory Utilization (125.7 GB)**	
Minimum	0.1	Minimum	1.05 GB
Maximum	99.58	Maximum	38.22 GB
Monthly Average	22	Monthly Average	24.2 GB

Report Server 01			
CPU Utilization (%)		**Memory Utilization (31.17 GB)**	
Minimum	0.1	Minimum	1.16 GB
Maximum	56	Maximum	8.86 GB
Monthly Average	0.37	Monthly Average	4.7 GB

Report Server 02			
CPU Utilization (%)		**Memory Utilization (46.92 GB)**	
Minimum	0.35	Minimum	3.39 GB
Maximum	45.41	Maximum	11.41 GB
Monthly Average	0.94	Monthly Average	6.48 GB

Database Server 01			
CPU Utilization (%)		**Memory Utilization (64.63 GB)**	
Minimum	0.41	Minimum	1.87 GB
Maximum	100	Maximum	64.6 GB
Monthly Average	16.1	Monthly Average	6.48 GB

Database Server 02			
CPU Utilization (%)		**Memory Utilization (64.63 GB)**	
Minimum	0.29	Minimum	1.8 GB
Maximum	99.9	Maximum	64.6 GB
Monthly Average	14.42	Monthly Average	6.48 GB

Siebel Web Server 01			
CPU Utilization (%)		**Memory Utilization (32 GB)**	
Minimum	0.1	Minimum	2.94GB
Maximum	100	Maximum	6.5GB
Monthly Average	21	Monthly Average	3.95GB

Siebel Web Server 02			
CPU Utilization (%)		**Memory Utilization (32 GB)**	
Minimum	0.9	Minimum	2.42 GB
Maximum	100	Maximum	7.57 GB
Monthly Average	19	Monthly Average	3.61 GB

AICTE Website CMS Server 01			
CPU Utilization (%)		**Memory Utilization (32 GB)**	
Minimum	0.5	Minimum	8.12 GB
Maximum	93.1	Maximum	10.96 GB
Monthly Average	14	Monthly Average	8.63 GB

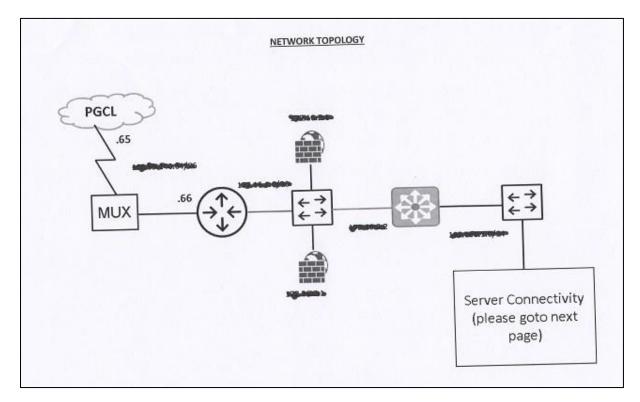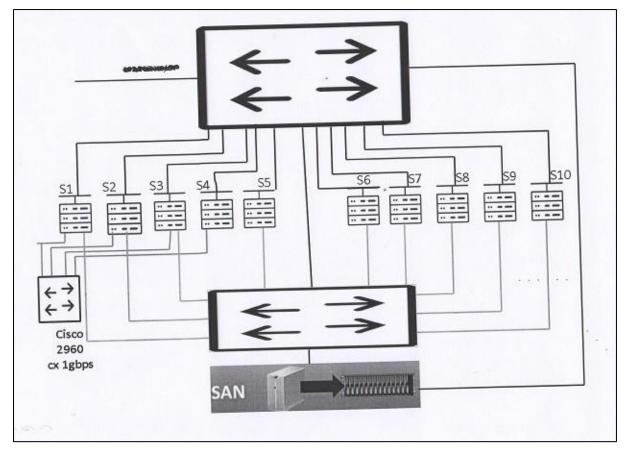| AICTE Website CMS Server 02			
CPU Utilization (%)		**Memory Utilization (24 GB)**	
Minimum	0.4	Minimum	9.19 GB
Maximum	99.6	Maximum	17.59 GB
Monthly Average	16	Monthly Average	11.43 GB

*For further details Bidders are requested to visit AICTE's data center as per the schedule mentioned in Section 4.4.3.4

9. Key Personnel

9.1. Positions identified for Key personnel

The indicative list of project personnel are:

    a) Project Manager
    b) Business Analyst
    c) Solution Architect
    d) Handholding Personnel

9.2. Minimum Qualification for Manpower

S. No.	Manpower	Minimum Qualifications
1.	Project Manager	• Minimum Education: MBA & B.Tech / B.E. • Total Experience: At least 10 years • Prior project management experience of at least 5 years of handlingsuch large projects
2.	Solution Architect	• B.Tech / BE (IT or CS) • Total Experience: At least 8 years • At least 3 years of experience of working on proposed COTSsolution.
3.	Business Analyst	• B.Tech / BE (IT or CS) • Total Experience: At least 5 years • At least 3 years of experience of working on proposed COTSsolution.
6	Handholding Personnel^	• B.Tech / BE (IT or CS) • Total Experience: At least 3 years • At least 2 years of experience in support role for an IT project • Experience in IT infrastructure management, troubleshooting, software applications support etc.

^ Key resources to be deployed on-site at AICTE Head Office during operations & maintenance phase

9.3. Initial Composition; Full Time Obligation; Continuity of Personnel

    a) Bidder shall ensure that each member of the Key Personnel devotes substantial working time to perform the services to which that person has been assigned as per the proposal.

    b) Bidder shall use commercially reasonable efforts to ensure it retains the services of its Key Personnel, including provisioning of competitive compensation, benefits and other conditions to its Key Personnel so as to incentivize them to remain in Bidder's employment.

    c) 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 (or agree to any request other than from Purchaser that would have the same effect):

        i. unless that person resigns, is terminated for cause, dies, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires; or

        ii. without Purchaser's prior written consent.

    d) Bidder shall promptly notify Purchaser of its intention to re-hire any member of the Key Personnel who had resigned from Bidder in the previous 12-month period. Purchaser shall have the right to request that any member of the Key Personnel who resigns and is re-hired

by Bidder within 12 months of the resignation date be re-assigned to the provision of the Services.

9.4. Replacement

a) In case the resource has resigned then the Bidder has to inform within one week of such resignation.

b) Bidder shall promptly initiate a search for a replacement and use commercially reasonable efforts (including the expenditure of reasonable sums, such as to engage the services of a recruiting firm) to ensure that the role of any member of the Key Personnel is not vacant for any longer than 30 days, subject to reasonable extensions requested by Bidder of Purchaser

c) Before assigning any replacement member of the Key Personnel to the provision of the Services, Bidder shall provide Purchaser with:

   i.   a resume, curriculum vitae and any other information about the candidate that is reasonably requested by Purchaser; and

   ii.   an opportunity to interview the candidate.

d) The Bidder has to provide replacement resource who score at least the same marks as the resource proposed originally on the same evaluation parameters defined in this RFP document. Once this is confirmation, the Purchaser shall conduct an interview of the candidate and notify

e) Bidder within ten days after its interview (or if Purchaser does not request an interview within ten working days after Bidder has provided the information, then it would be deemed as accepted).

f) If Purchaser does object to the appointment, Bidder shall not assign the individual to that position and shall seek an alternative candidate in accordance with this Section.

g) The Bidder has to ensure at least 4 weeks of overlap period in such replacements

9.5. High Attrition

a) If in the first 6 month period from the Contract Effective Date or in any rolling 12 months period during the Term, 15 percent or more of the members of the Key Personnel cease or reduce their involvement in the Services for any reason other than with Purchaser's prior written consent, Bidder shall:

   i.   provide <Purchaser/Government department> with a reasonably detailed explanation as to the reasons for such change, including, where applicable and permitted, notes from any exit interviews conducted by Bidder with any departing member of the Key Personnel; and

   ii.   if such change to Key Personnel has or is likely to have any material adverse impact on the provision of the Services or any substantial part thereof, undertake, at its own costs, such remediation acts as are reasonably necessary in order to improve the retention of the Key Personnel including making reasonable changes to the human resources policies and procedures applicable to the Key Personnel (including those related to compensation, benefits and other conditions so that they are competitive with the market) as may be necessary to ensure that such policies and procedures comply with Good Industry Practice.

10. Payment Schedule

    a) Payments will be released only on satisfactory acceptance of the deliverables for each Task as per the following schedule:

        i. The contract value shall compose of two components – Milestone based payment and Ongoing services based payment

        ii. Payments shall be released only on the satisfactory acceptance of the deliverables for each milestone stone or services by the PurchasingCommittee based on the inputs provided by the Technical sub-committee.

        iii. The prices should remain firm and not subject to any upward revisions on any account whatsoever throughout the period of contract

        iv. The payment schedule is:

Sr. No.	Cost component	
1.	Application Customization / Development + Operations and Maintenance Costs (For 5 years of contract after '"Go-Live") + Handholding Staff Cost + Helpdesk & Facility Management Services Cost + Development of Information Security Policies & Procedures + Any other service to be provided	Component 1
2.	Training Cost	Component 2
3.	Data Migration Cost	Component 3
4.	Additional Infrastructure Quoted Cost	Component 4

Sr. No.	Milestone	Fee Payable
Milestone based payment		
1.	Acceptance of detailed Project management Plan, Information Security Policies & Procedures, Exit management Plan, establishment of live project management dashboard and acceptance of SRS	M1 = 4% of Component 1
2.	UAT	M2 = 12% of Component 1
3.	Certification of Implementation	M3=12% of Component 1
4.	Go-Live + Installation and Commissioning of Additional Infrastructure Quoted	M4 = (12% of Component 1) + (50% of Component 4)
5.	Quarterly payment for 5 years Quarterly payment will start after completion of nation-wide roll out of the application and Integrated solution operations (Payments would be made after completion of the quarter after deduction of any applicable penalties based on the submission of invoice and SLA compliance report.)	M5 = (3% of Component 1) + (2.5% of Component 4)
Services based payments		
Training		

Sr. No.	Milestone	Fee Payable
6.	Submission of Training Plan & completion of 25% Training Sessions	M6 = 20% of Component 2
7.	Completion of Training	M7 = 80% of Component 2
Data Migration		
8.	Completion of Data Migration	M8 = 100% x Component 3

11. Fraud & Corrupt Practices

a) The Bidders/Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Purchaser shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Purchaser shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

b) Without prejudice to the rights of the Purchaser under Clause above and the rights and remedies which the Purchaser may have under the LOI or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Systems Implementation Agency shall not be eligible to participate in any tender or RFP issued by the Purchaser during a period of <2 (two) years> from the date such Bidder or Systems Implementation Agency, as the case may be, is found by the Purchaser to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

c) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

    i. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Purchaser who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or

otherwise ceases to be in the service of the Purchaser, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Purchaser in relation to any matter concerning the Project;

ii.   "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

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

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

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

12. Conflict of Interest

- 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 Purchaser shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Purchaser for, inter alia, the time, cost and effort of the Purchaser including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Purchaser hereunder or otherwise.

- The Purchaser requires that the Implementation Agency provides solutions which at all times hold the Purchaser's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Systems Implementation Agency 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 Purchaser.

- Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

  i.   the Bidder, its consortium member (the "Member") or Associates (or any constituent thereof) and any other Bidder, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For

the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on
- a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

ii.   a constituent of such Bidder is also a constituent of another Bidder; or

iii. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or

iv. such Bidder has the same legal representative for purposes of this Application as any other Bidder; or

v.   such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Application of either or each of the other Bidder; or

vi. there is a conflict among this and other Systems Implementation/Turnkey solution assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Systems Implementation Agency will depend on the circumstances of each case. While providing software implementation and related solutions to the Purchaser for this particular assignment, the Systems Implementation Agency shall not take up any assignment that by its nature will result in conflict with the present assignment; or

vii. A firm hired to provide System Integration/Turnkey solutions for the implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;

- A Bidder eventually appointed to implement software solutions for this Project, its Associates, affiliates and the Financial Expert, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to software solutions delivered to the Purchaser in continuation of this systems implementation or to any subsequent systems implementation executed for the Purchaser in accordance with the rules of the Purchaser.

Appendix I: Pre-Qualification & Technical Bid Templates

The Bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria. Pre-Qualification Proposal& Technical Proposal shall comprise of following forms:

a) Forms to be used in Pre-Qualification Proposal
- Form 1: Compliance Sheet for Pre-qualification Proposal
- Form 2: Particulars of the Bidder

b) Forms to be used in Technical Proposal
- Form 3: Compliance Sheet for Technical Proposal
- Form 4: Letter of Proposal
- Form 5: Project Citation Format
- Form 6: Proposed Solution
- Form 7: Proposed Work Plan
- Form 8: Team Composition
- Form 9: Curriculum Vitae (CV) of Key Personnel
- Form 10: Deployment of Personnel
- Form 11: Deviations
- Form 12: Manufacturers Authorization Form

Form 1: Compliance Sheet for Pre-qualification Proposal

Sr. No.	Pre-qualification Criteria	Documentary Evidence Required	Provided (Yes/No)	Reference Page No.
1	Legal Entity	Copy Certificate of Incorporation issued by Registrar of Companies		
2	Annual Turnover	3. Three years audited financial statements AND 4. Auditor's certificate (i.e. 2016-2017, 2015-16, 2014-15)		
3	Net Worth			
4	Technical Capability	Experience details with documentary evidence for scope of work and contract value, along with client contact details, in the form of Work order / Purchase order / Completion certificate from client		
5	Blacklisted Entity / Debarment	Declaration by authorised signatory of the Bidder		
6	Conflict of Interest	Declaration by authorised signatory of the Bidder		
7				
8	Authorized Signatory	Board Resolution / Authorization Letter		
9	CMMI Certification	Copy of the Certificate(s) signed and stamped by the authorised signatory of the Bidder		
10	Manpower Strength	Certificate from HR Head		
11	Earnest Money Deposit	Demand Draft		
12	Tender Fee	Demand Draft		

Form 2: Particulars of the Bidder

S. No.	Bidder Details	Response
1	Name and address of the biddingCompany	
2	Incorporation status of the firm(public limited / private limited, etc.)	
3	Year of Establishment	
4	Date of registration	
5	ROC Reference No.	
6	Details of company registration	
7	Details of registration with appropriate authorities for service tax / GST	
8	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

Form 3: Compliance Sheet for Technical Proposal

Sr. No.	Technical Qualification Criteria	Documentary Evidence Required	Provided (Yes/No)	Reference Page No.
A	**Past Experience of the Bidder**			
A1	**System Integration**	Experience details with documentary evidence for scope of work and contract value, along with client contact details, in the form of Work order / Purchase order / Completion certificate from client		
A2	**Training & Handholding in IT implementation Project for Central or State Government or PSU**	Experience details with documentary evidence for scope of work and contract value, along with client contact details, in the form of Work order / Purchase order / Completion certificate from client		
B	**Approach & Methodology**			
B1	**Overall Approach & Methodology**	Signed Technical Bid		
B2	**Project Timelines**	Signed Technical Bid		
B3	**Training & Operations Methodology**	Signed Technical Bid		
B4	**Program Management Methodology**	Signed Technical Bid		
C	**Manpower Requirements**			
C1	**Project Manager**	CV as per Form 9: CV of Key Personnel		
C2	**Solution Architect**	CV as per Form 9: CV of Key Personnel		
C3	**Business Analyst**	CV as per Form 9: CV of Key Personnel		
C4	**Database Administrator**	CV as per Form 9: CV of Key Personnel		
C5	**Network Administrator**	CV as per Form 9: CV of Key Personnel		

Form 4: Letter of Proposal

To:

Director (e-Governance)
All India Council for Technical Education
1, Nelson Mandela Marg
Vasant Kunj
New Delhi – 110070

Subject: Submission of the Technical bid for Selection of a system integrator for design, development, maintenance and operations of AICTE's e-Governance applications &web portal

Dear Sir,

We, the undersigned, offer to provide Systems Implementation solutions to AICTE on design, development, maintenance and operations of AICTE's e-Governance applications&web portal with your Request for Proposal dated <insert date> and our Proposal.

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

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in the contract agreement.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 90 days as stipulated in the RFP document.

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

Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory:

Name of Firm:

Address:

Location: _____Date: _____

Form 5: Project Citation Format

Sr. No.	Items	Details
General Information		
1.	Customer Name	
2.	Name of the contact person and contact details for the client of the assignment	
Project Details		
3.	Project Title	
4.	Start Date: MM/YYYY End Date : MM/YYYY	
5.	Current Status (work in progress/completed)	
6.	Number of staff deployed in the assignment	
Size of the project		
7.	Total Cost of the project	
8.	Period of contract	
9.	Technologies used	
10.	Number of end users catered to by the system	
11.	Number of resources deployed across the country	
12.	Number of transactions handled by the system on a yearly basis	
13.	Multi-lingual (English and Hindi) features catered to for the web site	
14.	BCP/DR capability	
15.	Details on ICT Infrastructure design and implementation work done by Bidder	
16.	Any other information to be shared with Purchaser	
17. *Narrative Description of the Project*		
18. *Documentary Proof and necessary details*		
Please attach the proof - Work Orders Certificates or Letter of Appointments etc with the credential only		

Bidder:

Signature ------------------------

Name   ------------------------

Designation -----------

Company Seal -----------

Date ------------------------

Form 6: Proposed Solution

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present Approach and Methodology divided into the following sections:

a) Solution Proposed
b) Understanding of the project (how the solution proposed is relevant to the understanding)
c) Technical Approach and Methodology

Form 6A: Proposed Solution

S. No.	Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development)	Version & Year of Release	OEM	O&M Support (Warranty/ATS)	Reference in the Submitted Proposal (Please provide page number/section number)

Form 6B: Bill of Material (Software)

S. No.	Item	ProposedSolution (Provide theProductName or fillCustom Built,in case of anewdevelopment)	No. of Licenses (Development Environment)	No. of Licenses (UAT)	No. of Licenses (Training)	No. of Licenses (Data Center Production)

Form 6C: Bill of Material (Infrastructure)

S. No.	Reference to the server/storage in the Submitted Proposal (Please provide page number/section number/ volume)	Services proposed to be hosted on the Server	Quantity	Make & Model	Operating System along with version	Processor and Number of Cores Offered	Architecture (RISC/EPIC/ CISC)	RAM /HDD /LAN Port / HBA	Additional Information as required to indicate the compliance to the requiremen ts in the RFP (ex, Capacity, Disk Space)

Note:

- **The Bidder should consider the applicability of the existing IT infrastructure (including but not limited to IT hardware & software licenses) while designing the solution**
- Any indicative prices in this section may lead to disqualification of the Bidder.
- The requirements stated in the scope of work are minimum requirements. The Bidder should provide information for all the additional equipment and components that would be required.

Form 7: Proposed Work Plan

S. 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				░░░			

Activity-wise Timelines

Note:

- The above activity chart is just for the purpose of illustration
- Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Purchaser approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- Duration of activities shall be indicated in the form of a bar chart.
- All activities should meet the 8/80 criteria i.e should at least take 8 hours and a maximum of 80 hours.

Form 8: Team Composition

Name of Staff	Qualification & Experience	Area of Expertise	Position Assigned

Form 9: CV of Key Personnel

The Bidder is required to provide the profiles of key personnel who are proposed to be deployed. The bidder should have conducted background check of the proposed personnel prior to assigning them on project

The indicative list of project personnel are:

   a) Project Manager
   b) Business Analyst
   c) Solution Architect
   d) Database Administrator
   e) Network Administrator
   f) Testing Team
   g) Handholding Personnel

CVs of the above mentioned personnel have to be submitted in the below format:

1.	Proposed position on the team:				
2.	Name of the employee				
3.	Designation				
4.	Date of Birth				
5.	Nationality				
6.	Education	Qualification	Name of School/College/University	Degree Obtained	Date Attended
7.	Certifications				
8.	Language	Language	Read	Write	Speak
9.	Employment Record	Employer	Position	From	To
		(Starting with present position list in reverse order – Up to three quarters of a page)			

10	Relevant Experience	*(Give an outline on the experience most pertinent to tasks mentioned in the project. Describe degree of responsibility held on these relevant assignments – Up to half of a page).*
11	Certification	I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes myself, my qualifications, and my experience. Date: Place Signature of the Authorized Signatory

Form 10: Deployment of Personnel

S. No.	Name of Staff	Staff Input in Months							Total Staff man-months proposed
1		1	2	3	4	5	6	n	
2									
3									
4									
5									
N									
		Total							

Form 11: Deviations

<Location, Date>

To:

Director (e-Governance)
All India Council for Technical Education
1, Nelson Mandela Marg
Vasant Kunj
New Delhi – 110070

Subject: Deviations in RFP for Selection of a system integrator for design, development, maintenance and operations of AICTE's e-Governance applications &web portal

Dear Sir:

We declare that all the services shall be performed strictly in accordance with the Tender documents except for the variations and deviations, all of which have been detailed out exhaustively in the following statement, irrespective of whatever has been stated to the contrary anywhere else in our bid.

Further we agree that additional conditions, if any, found in the Tender documents, other than those stated in deviation schedule, shall not be given effect to.

A - On the Terms of Reference

Suggest and justify here any modifications or improvement to the Scope of Work you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.

S. No.	Deviation	Material	Non-Material	Impacted Deliverable(s)	Impacted Timeline(s)	Financial Impact

B – Any other areas

S. No.	Deviation	Material	Non-Material	Impacted Deliverable(s)	Impacted Timeline(s)	Financial Impact

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Form 12: Manufacturer's Authorization Form

<Location, Date>

To,

Director (e-Governance)
All India Council for Technical Education
1, Nelson Mandela Marg
Vasant Kunj
New Delhi – 110070

Sub: Manufacturer Authorization Letter for RFP No. <> dated <> for <RFP Name>

Dear Sir,

We, <OEM Name> having our registered office at <OEM address>, hereinafter referred to as OEM are an established manufacturer of the following items quoted by <Bidder Name> having their registered office at <Bidder address>, hereinafter referred to as Bidder.

We <OEM Name> authorize <Bidder's name> to quote our product for above mentioned tender as our Authorized Indian Agent.

We confirm that we have understood the delivery & installation time lines defined in the RFP. We confirm that we have worked out all necessary logistics and pricing agreement with <bidder name>, and there won't be any delay in delivery, installation and support due to any delay from our side. Our full support as per pre-purchased support contract is extended in all respects for supply, warranty and maintenance of our products. We also ensure to provide the required spares and service support as pre-purchased for the supplied equipment for Contract Term. In case of any difficulties in logging complaint at bidder end, user shall have option to log complaint at our call support centre.

We also undertake that in case of default in execution of this tender by Bidder, we shall provide necessary support to All India Council for Technical Education (AICTE) in identifying another authorized partner with similar certifications/capabilities and extend support to the new partner in accordance with OEM's agreement with the new partner. In case Bidder is unable to fulfil the obligations given under this RFP, OEM shall be responsible to replace the Bidder with an alternate Indian Authorized agent to facilitate AICTE to get the requisite work done. OEM shall also ensure that the alternate Indian Authorized Agent in this case shall abide by all the terms and conditions laid down under this tender and during the empanelment of the Bidder for the quoted OEM products.

If any product is declared end of sale, we shall proactively ensure that a suitable equivalent or higher roll over product is offered through the existing Bidder to AICTE for due approval, empanelment and order executions thereafter.

We understand that any false information/commitment provided here may result in <OEM's Name> getting debarred from doing business with AICTE.

Yours sincerely,
For **<OEM/Manufacturer name>**
Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____
Location: _____ Date: _____

***Note*:**

- *The letter should be submitted on the letter head of the Manufacturer/OEM and should be signed by the authorized signatory*
- *Any deviation would lead to summarily rejection of bids*

Appendix II: Financial Proposal Templates

Form 1: Covering Letter

<Location, Date>

To:

Director (e-Governance)
All India Council for Technical Education
1, Nelson Mandela Marg
Vasant Kunj
New Delhi – 110070

Subject: Submission of the financial bid for Selection of a system integrator for design, development, maintenance and operations of AICTE's e-Governance applications&web portal

Dear Sir/Madam,

We, the undersigned, offer to provide the Implementation services for design, development, maintenance and operations of AICTE's e-Governance applications& web portal in accordance with your Request for Proposal dated <<Date>> and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of INR_____. This amount is inclusive of the local taxes.

1. PRICE AND VALIDITY

All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of <days> calendar days from the date of opening of the Bid.

We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections. Any miscalculation of taxes would be on our own account.

We understand that the actual payment would be made as per the existing indirect tax rates during the time of payment.

2. UNIT RATES

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

3. TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

4. QUALIFYING DATA

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

5. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in Section 7, "Scope of Work". These prices are indicated in Commercial Bid attached with our Tender as part of the Tender.

6. PERFORMANCE BANK GUARANTEE

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

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

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

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

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

Thanking you,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Form 2: Financial Proposal

S. No.	Item	Price (A)	Taxes (wherever applicable) (B)	Total cost (A+B)
1	Application Customization / Development + Operations and Maintenance Costs (For 5 years of contract after '"Go-Live") + Handholding Staff Cost + Helpdesk & Facility Management Services Cost + Development of Information Security Policies & Procedures + Any other service to be provided			
2	Training Cost			
3	Data Migration Cost			
4	Additional Infrastructure Quoted Cost*			
			Total cost	
Total Cost in Figures:				

Form 2A: Details of Manpower to be deployed (for Item no. 1, 2 & 3 as per Form 2)

S. No.	Category	Rate per unit per hour
1		
2		
3		
4		
.		
.		
.		

Form 2B: Details of Manpower for overtime/weekend working (for Item no. 1, 2 & 3 as per Form 2)

S. No.	Category	Rate per unit per hour
1		
2		
3		
4		
.		
.		
.		

Form 2C: Details of Additional Software

S. No.	Item	No. of Licenses (Development Environment)	No. of Licenses (UAT)	No. of Licenses (Training)	No. of Licenses (Data Center Production)	Cost per unit	Total cost
					Total cost		
Total cost in figures:							

Form 2D: Details of Additional Hardware

S. No.	Quantity	Make & Model	Operating System along with version	Processor and Number of Cores Offered	Architecture (RISC/EPIC/ CISC)	RAM/H DD/ LAN Port / HBA	Cost per unit	Total cost
					Total cost			
Total cost in figures:								

Note: All figures to be quoted in INR (Indian National Rupee)

*Bidder needs to justify to the Purchaser any additional infrastructure that might be required for executing the assignment.

Appendix III: Templates for Performance Bank Guarantee (PBG) & Change Control Note (CCN)

Form 1: Performance Bank Guarantee

Ref: _____   Date _____

Bank Guarantee No. _____

To

Director (e-Governance)
All India Council for Technical Education
1, Nelson Mandela Marg
Vasant Kunj
New Delhi – 110070

1. Against contract vide Advance Acceptance of the Tender No. _____ dated _____ covering _____ (hereinafter called the said "Contract") entered into between All India Council for Technical Education (AICTE) (hereinafter called "Purchaser") and _____ (hereinafter called the "Bidder") this is to certify that at the request of the Bidder we ------------- Bank Ltd., are holding in trust in favour of Purchaser, the amount of _____ (write the sum here in words) to indemnify and keep indemnified Purchaser against any loss or damage that may be caused to or suffered by Purchaser by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to Purchaser.

2. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Bidder i.e. till _____ hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd, by Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from Purchaser.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of Purchaser.

4. We undertake to pay to Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

    The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

5. We _____ Bank Ltd, further agree that Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Tendered from time to time or to postpone for any time from time to time any of the powers exercisable by Purchaser against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being   granted to the said Bidder or for any forbearance by Purchaser to the said Bidder or for any forbearance and or omission on the part of Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

Date   _____

Place   _____   Signature   _____

Witness _____   Printed name   _____

(Bank's common seal)

Form 2: Change Control Note (CCN) Format

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

Change Control Note	CCN Number:	
Part B : Evaluation		
(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:		

Deliverables:	
Timetable:	
Charges for Implementation: (including a schedule of payments)	
Other Relevant Information: (including value-added and acceptance 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 Part B is: (tick as appropriate)	
Approved **Rejected** **Requires Further Information** (as follows, or as Attachment 1 etc.)	
For Purchaser and its nominated agencies	**For the Bidder**

Signature	Signature
Name	Name
Title	Title
Date	Date

Appendix IV: Service Level Agreement

Definitions

a) For purposes of this Service Level Agreement, the definitions and terms as specified in the contract along with the following terms shall have the meanings set forth below:

   i.   "Availability" shall mean the time for which the services and facilities offered by the Bidder are available for conducting operations from the AICTE solution.

   ii.   "Downtime" is the time the services and facilities are not available to AICTE and excludes the scheduled outages planned in advance for the AICTE solution.

   iii. "Helpdesk Support" shall mean the Bidder's 24x7x365 centre which shall handle Fault reporting, Trouble Ticketing and related enquiries during this contract.

   iv.   "Incident" refers to any event / abnormalities in the functioning of the solution / Services that may lead to disruption in normal operations.

   v.   Severity for Problem Requests/Defect Fixes: The severity of a problem request or defects fixes would be based on the business impact of the problem. Severity is defined as follows:

Severity	Definition
Critical	**For Live Operations:** Showstoppers involving major functional failure in the application. There are no usable workarounds available to troubleshoot the problem. **For UAT**: Fatal Errors like General Protection Fault, system hangs and testing cannot proceed till error is fixed.
High	**For Live Operations:**Users face severe functional restrictions in the application irrespective of the cause. Workarounds are time consuming. **For UAT**: Serious Program behaviour inconsistent to functional requirements, or data rendered inconsistent and testing cannot proceed in that area till error is fixed.
Medium	**For Live Operations**: Moderate functional restrictions in the application irrespective of the cause. Has a convenient and readily available workaround. Affects a few users. **For UAT**: Minor errors to be corrected, but testing can proceed with work around solutions.
Low	**For Live Operations**: Requiring cosmetic functional changes. Does not require any workaround. It may include user query / suggestions but has no business impact. **For UAT**: Suggestions/ Comments. Improves user-interface or functionality. General remarks not necessarily meant for improvement.

1. Implementation Phase

Sr. No.	Measurement	Definition	Target		Penalty
User Acceptance testing					
1.	UAT Defect Density – Severity Level wise Defects	The SI shall maintain UAT defect log and categorize and assign severity rating to each defect encountered. Defect Density – Severity Level wise will be calculated for UAT from 2nd round of User testing	Defect Level – Critical		
			Per Defect	INR 50,000 /-	
			Defect Level – High		
			Per Defect	INR 25,000 /-	
			Defect Level – Medium		
			Per Defect	INR 15,000 /-	
			Defect Level – Low		
			Per Defect	INR 10,000 /-	
2.	Go-Live	Completion of - Rollout of system would mean, Go-live of the system such that all application users are able to use the centralized application /portal, to the satisfaction of the users & purchaser and confirming to the application response time parameters as defined in this tender document.	< 2 weeks delay in Rollout of system	INR 1,00,000/- per week of delay	
			<= 4 weeks to > 2 weeks delay in Rollout of system	INR 2,50,000/- per week of delay	
			> 4 weeks delay in Rollout of system	Event of Default & Escalation to AICTE and Bidder's Management	

2. Performance of System – System Integrator

Sr. No	Measurement	Definition	Target	Penalty
1.	Average time taken for opening Internet portal (Home page) from remote site at 512 Kbps connectivity	Script based checking every 10 minutes daily (8 am to 8 pm) Quarterly average from the log. Script based checking to be facilitated by system integrator.	Through a Leased line <= Average daily 10 seconds	No Penalty
			Through a Leased line, > Average daily 10 seconds	INR 25,000

Sr. No	Measurement	Definition	Target	Penalty
2.	Average time for submission of forms / data by AICTE Staff Average e-form size 100 KB and 512 Kbps connectivity	Random check (100 instances per quarter) would be conducted for determining average time	<= 5 seconds	No Penalty
			> 5 seconds	INR 25,000
3.	Average time for submission of forms/ data by institute staff / Students (Time between pressing the 'submit' button and generation of acknowledgement of successful or unsuccessful submission from the system)	Random check (100 instances per quarter) would be conducted, during peak hours, for determining average time.	< 1 minute	No Penalty
			> 1 minute	INR 25,000
4.	Availability of all online applications and portal (Primary / DR as the case may be)	Script based checking every 10 minutes daily (8 am to 8 pm) Quarterly average from the log. Script based checking to be facilitated by system integrator. Non- availability of even one of the agreed services would amount to deviation for this purpose	>= 99.75%	No penalty
			Continuous downtime for more than 30 minutes	INR 50,000
			>= 99.74% to < 99.75%	INR 1,00,000
			>= 99.72% to < 99.74%	INR 1,50,000
			>= 99.70% to < 99.72%	INR 2,00,000
			< 99.70%	Event of Default & Escalation to AICTE and Bidder Management
5.	Concurrent connects to the Web services	Simulated the stated loads and testing the system performance using load-testing tools. Monthly Check	<2,500 Concurrent Users per minute	INR 1,00,000

3. Quality of Services

Sr. No.	Measurement	Definition	Target	Penalty
Application Maintenance				
1.	Scheduled Maintenance	Measures timely maintenance of the ICT Infrastructure equipment The SI shall provide a detailed ICT Infrastructure maintenance plan on the commencement of the project.	100 % of scheduled maintenance should be carried out as per maintenance plan submitted by the SI. Any scheduled maintenance needs to be planned and intimated to AICTE at least 2 working days in advance.	INR 50,000 (for every non-compliance)
Manpower Availability				
2.	Resource availability for SI Services	No. of shift days for which resource present at the designated location / Total no. of shift days	>99% averaged over all resources designated for SI services and calculated on a quarterly basis	No Penalty
			>=98.5 % to < 99% averaged over all resources designated for SI services and calculated on a quarterly basis	INR 50,000
			>=97 % to < 98.5% averaged over all resources designated for SI services and calculated on a quarterly basis	INR 1,00,000
			>=95.5 % to < 97% averaged over all resources designated for SI services and calculated on a quarterly basis	INR 1,50,000
			< 95.5 % averaged over all resources designated for SI services and calculated on a quarterly basis	Event of Default & Escalation to AICTE and Bidder Management

4. Technical Support Services

Sr. No.	Measurement	Definition	Service Level Target	Penalty
1.	Response time (Only for problem request / defect fixes)	**"Response Time",** means time taken (after the request has	At least 99% of the calls within 60 minutes	No penalty

Sr. No.	Measurement	Definition	Service Level Target	Penalty
		been logged at the helpdesk and escalated to SI team) by the respective SI staff in responding to the call and updating the status of the call in the Help Desk system. The response time would include: • Call diagnosis • Categorization into problem request/change requests for defect fixes • Assign severity levels to PRs • Tentative timelines for further action.	>= 97% to < 99% of the calls within 60 minutes	INR 25,000
			>= 95% to < 97% calls within 60 minutes	INR 50,000
			>= 90% to < 95% calls within 60 minutes	INR 75,000
			<90% calls within 60 minutes	INR 1,00,000
2.	Resolution Time	**"Resolution Time"**, means time taken by the SI staff to troubleshoot and fix the problem/defect from the time the call has been escalated to the SI team till the delivery of the solution to the AICTE for UAT and subsequently updates the status of the call in the Help Desk system.	**Level of call - Critical**	
			At least 99% calls to be resolved within 2 working days	No penalty
			>= 97% to < 99% calls to be resolved within 2 working days	INR 25,000
			>= 95% to < 97% calls to be resolved within 2 working days	INR 50,000
			< 95% calls to be resolved within 2 working days	INR 75,000
				Any 3 consecutive months of any of the above default will lead to termination of contract
			Level of call - High	

Sr. No.	Measurement	Definition	Service Level Target	Penalty
			At least 99% calls to be resolved within 3 working days	No penalty
			>= 97% to < 99% calls to be resolved within 3 working days	INR 25,000
			>= 95% to < 97% calls to be resolved within 3 working days	INR 50,000
			< 95% calls to be resolved within 3 working days	INR 75,000
				Any 3 consecutive months of any of the above default will lead to termination of contract
			Level of call - Medium	
			At least 99% calls to be resolved within 4 working days	No penalty
			>= 97% to < 99% calls to be resolved within 4 working days	INR 25,000
			>= 95% to < 97% calls to be resolved within 4 working days	INR 50,000
			< 95% calls to be resolved within 4 working days	INR 75,000
				Any 3 consecutive months of any of the above default will lead to termination of contract
			Level of call - Low	

Sr. No.	Measurement	Definition	Service Level Target	Penalty
			At least 99% calls to be resolved within one business week	No penalty
			>= 97% to < 99% calls be resolved within one business week	INR 25,000
			>= 95% to < 97% calls to be resolved within one business week	INR 50,000
			< 95% calls to be resolved within one business week	INR 75,000
				Any 3 consecutive months of any of the above default will lead to termination of contract

5. Helpdesk & Facility Management

Sr. No.	Measurement	Definition	Measurement Interval	Service Level Target	Penalty
1.	Availability of call lines / ticketing system at Help Desk Locations	Uptime = {1 - [(Call line / Ticketing System downtime) / (Total Time)]} Total Time shall be measured on 8*6 basis Downtime shall be measured from the time the call line / ticketing system at a help desk becomes unavailable to the respective users	Quarterly	Minimum 95% up time measured on a Quarterly basis per toll-free line 100% of the toll-free lines should meet the above Target	No penalty
				Minimum 95 % uptime measured on a Quarterly basis per toll-free line >= 99.0% to < 100% of the toll-	INR 25,000

Sr. No.	Measurement	Definition	Measurement Interval	Service Level Target	Penalty
		to the time it becomes available		free lines meeting the above target	
				Minimum 95 % uptime measured on a Quarterly basis per toll-free line >= 97.0% to < 99 % of the toll-free lines meeting the above target	INR 50,000
				Minimum 95 % uptime measured on a Quarterly basis toll-free line >= 95.0% to < 97 % of the toll-free lines meeting the above target	INR 75,000
				Minimum 95 % uptime measured on a Quarterly basis toll-free line < 95 % of the toll-free lines meeting the above target	INR 1,00,000

6. Compliance Procedures

Sr. No.	Measurement	Definition	Measurement Interval	Target	Penalty
1.	Incident Reporting	Any failure/incident on any part of the solution shall be communicated	Quarterly	100% incidents to be reported to AICTE within 1 hour with the cause and	No Penalty

Sr. No.	Measurement	Definition	Measurement Interval	Target	Penalty
		immediately to AICTE as an exceptional report giving details of impact, if any.		action for the incident.	
				Delay beyond an hour	INR 10,000
			Quarterly	100% incident log to be submitted AICTE that comprises exceptional & normal reportable activities by 5th of every Quarter for the previous quarter.	No Penalty
				Delay beyond the date of submission	INR 25,000
2.	Information Security	Any failure/incident on any part of the information security breach shall be communicated immediately to AICTE as an exceptional report giving details of impact, if any.	Quarterly	100% incidents to be reported to AICTE within 1 hour with the cause and action for the incident.	No Penalty
				Delay beyond an hour	INR 10,000
			Quarterly	100% incident log to be submitted to AICTE that comprises exceptional & normal reportable activities by	No Penalty

Sr. No.	Measurement	Definition	Measurement Interval	Target	Penalty
				5th of every Quarter for the previous quarter.	
				Delay beyond the date of submission	INR 25,000
3.	Implementation of Audit Recommendations	Implementation of audit recommendations by AICTE or its auditor which have been agreed by Bidder & AICTE to be implemented.	Half-yearly	100% on time to be implemented as per timelines agreed upon with AICTE.	INR 25,000
4.	Adherence to Backup Policy	The SI shall adhere to the Backup Policy developed in consultation with AICTE.	Quarterly	100% adherence to Backup policy	INR 25,000
5.	DR Drill	The SI shall adhere to the DR Policy developed in consultation with AICTE.	Quarterly	100% of the time the drill should happen as per schedule mentioned in the AICTE 's DR policy	INR 25,000

7. Training

Sr. No.	Measurement	Definition	Target	Penalty
1.	Training Content	Average of feedback from every participant of the training programme. Participants would be asked to provide feedback on the content of the training	5	No Penalty
			4	No Penalty
			3	No penalty

		programme on the following scale: 5: Excellent 4: Good 3: Moderate 2: Needs Improvement 1: Unsatisfactory		Three successive 'moderate' ratings for the same training program would lead to penalty of INR 50,000
			2	INR 1,00,000
			1	INR 2,50,000
2.	Training Impact	Average of feedback from every participant of the training programme. Participants would be asked to provide feedback on the impact of the training programme on the following scale: 5: Excellent 4: Good 3: Moderate 2: Needs Improvement 1: Not Useful	5	No Penalty
			4	No Penalty
			3	No penalty
				Three successive 'moderate' ratings for the same training program would lead to penalty of INR 50,000
			2	INR 1,00,000
			1	INR 2,50,000

8. Data Migration

Sr. No.	Measurement	Definition	Target	Penalty
1.	Data Migration	Completion of data migration as per project plan	<= 6 Week to > 1 Week delay in data migration	INR 1,00,000
			> 6 Weeks delay in data migration	Event of Default & Escalation to AICTE and Bidder Management

Issue Management Procedures

    a) General

        i.   Issue Management process provides for an appropriate management structure towards orderly consideration and resolution of business and operational issues in the event of a quick consensus not reached between AICTE and Bidder.

        ii. Implementing such a process at the commencement of services shall significantly improve the probability of successful issue resolution. It is expected that this pre-defined process will only be used on an exception basis if issues are not resolved at operational levels.

    b) Issue Management Procedures

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

ii.   The AICTE and the Bidder will determine which committee or executive level should logically be involved in resolution.

iii. A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.

iv.   AICTE and the Bidder shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The Bidder will then communicate the resolution to all interested parties.

v.   In case the issue is still unresolved, the arbitration procedures described in the contract will be applicable.