

Request for Proposal (RFP) For Development & Implementation of Automation system (PARESHRAM) for Department of Labour & ESI, Government of Odisha.

RFP Ref No. OCAC-TE-16/2019/ENQ/20001



ODISHA COMPUTER APPLICATION CENTRE

[TECHNICAL DIRECTORATE OF E&IT DEPARTMENT, GOVERNMENT OF ODISHA]

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Glossary of Acronyms	
AUA	Authentication User Agency
BOM	Bill of Materials
CD	Compact Disc
CMMI	Capability Maturity Model Integration
CMS	Content Management System
CV	Curriculum Vitae
DFD	Data Flow Diagrams
DMS	Data Management System
EMD	Earnest Money Deposit
ER	Entity Relationship
FRS	Functional Requirement Specifications
G2B	Government to Business
G2C	Government to Citizens
GFR	General Financial Rules
GST	Goods and Service Tax
LoI	Letter Of Intent
MIS	Management Information System
MSA	Master Services Agreement
NIC	National Informatics Centre
OEM	Original Equipment Manufacturer
Glossary of Acronyms	
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NIC	National Informatics Centre
OEM	Original Equipment Manufacturer
Glossary Of Acronyms	
API	Application Program Interface
BMS	Building Management System
BPEL	Business Process Execution Language
BPMN	Business Process Model and Notation
CAR	Combined Annual Return
CB	Capacity Building

CERT-In	Computer Emergency Response Team
CICG	Central Inspection Coordination Group
CLI	Command Line Interface
CM	Change Management
CMMI	Capability Maturity Model Integration
CPU	Central Processing Unit
CSC	Common Service Centers
DB	Database
DC	Data Centre
DEO	Data Entry Operator
DIPP	Department of Industrial Policy & Promotion
DMS	Document Management System
DPR	Detailed Project Report
DSC	Digital Signature Certificate
ECM	Enterprise Content Management
EITM	Enterprise Information Technology Management
EoDB	Ease of Doing Business
ESB	Enterprise Service Bus
ESI	Employee's State Insurance
FRS	Functional Requirement Specifications
GIGW	Guidelines for Indian Government Websites
GoI	Government of India
GPR	Government Process Re-Engineering
HTTPS	Hypertext Transfer Protocol Secure
ICT	Information & Communication Technology
IFEG	Interoperability Framework for e-Governance

IPICOL	Industrial Promotion & Investment Corporation of Odisha
IPR	Intellectual Property Rights
IS	Information Systems
ISIS	Image and Scanner Interface Specification
ISO	International Organization for Standardization
ITIL	Information Technology Infrastructure Library
KPA	Key Process Area
KVM	Key Board Video Monitor
LDAP	Lightweight Directory Access Protocol
MDDS	Meta Data and Data Standards
Meity	Ministry of Electronics and Information Technology
MIS	Management Information System
MOM	Message Oriented Middleware
MSME	Medium and Small Industries
MVC	Model View Controller
MWBP	Mobile Web Best Practices
NeGP	National e-Governance Plan
NIC	National Informatics Centre
NISG	National Institute for Smart Government
NVA	Non Value Adding
OBC	Other Backward Classes
ODMA	Open Document Management API
OIFA	Odisha Industries Facilitation Act
ORTPS	Odisha Right to Public Service
OSGI	Open Service Gateway Initiative
OSWAS	Odisha Secretariat Workflow Automation System

OSWAN	Odisha State Wide Area Network
OTP	One Time Password
OWASP	Open Web Application Security Project
PDF	Portable Document Format
PIN	Personal Identification Number
PKCS	Public Key Cryptography Standards
QCBS	Quality cum Cost Based System
RAM	Random Access Memory
RBAC	Role Based Access Control
RC	Registration Certificate
RFP	Request For Proposal
RSS	Rich Site Summary
SC	Scheduled Cast
SeMT	State e-Mission Team
SI	System Integrator
SLA	Service Level Agreement
SME	Subject Matter Expert
SMS	Short Message Service
SOA	Service Oriented Architecture
SOAP	Simple Object Access Protocol
SRS	System Requirement Specification
SSL	Secure Sockets Layer
SSO	Single Sign On
ST	Scheduled Tribe
SWAN	State Wise Area Network
TAT	Turn Around Time

TIFF	Tagged Image Format File
UID	Unique Identity
UTF	Unicode Transformation Format
UTs	Union Territory
VA	Value Adding
VPNoBB	Virtual Private Network Over Broad Band
WebDAv	Web Distributed Authorizing and Versioning
XACML	Extensible Access Control Markup Language
XML	Extensible Markup Language

Tender Reference

Date	01/02/2020
Tender Reference Number	OCAC-TE-16/2019/ENQ/20001
Title	Selection of Implementing Agency (IA) for implementation of Automation system (PARESHRAM) for Department of Labour & ESI, Government of Odisha.

Tender Schedule:

Sl. No.	Events	Date, Time
1	Date of Publication	01.02.2020 (11:30 AM)
2	Last Date of submission of Pre-bid queries	06.02.2020 (3:00 PM)
3	Pre-Bid Conference	10.02.2020 (3:30 PM)
4	Issue of Corrigendum, if any	15.02.2020 (5 PM)
5	Last date and time for Submission of Bid	28.02.2020 (2 PM)
6	Opening of Pre-Qualification Bid	28.02.2020 (4 PM)
7	Opening of Technical Bid	02.03.2020 (11 AM)
8	Technical Presentation	07.03.2020 (11 AM)
9	Opening of Financial Bids of technically qualified bidders	Will be communicated later

Fact Sheet

This **Fact Sheet** comprising of important factual data on the tender is for quick reference of the bidder.

Clause Reference	Topic
Section2.3	<p>A Pre-Bid meeting will be held on 10.02.2020 at 3:30 PM at Odisha Computer Application Centre N-1/7-D, Acharya Vihar P.O.- RRL, Bhubaneswar - 751013 Tel: 0674-2567280/ 2567064/ 2567295 Fax: +91-674-2567842</p> <p>Contact Person General Manager (Admin) Email : gmocac@ocac.in All the queries should be received on or before 06.02.2020 up to 3:00 PM, through email only to gm_ocac@ocac.in (with a copy to sudha.mohanty@ocac.in & avijit.puhan@semt.gov.in) at the above mentioned address.</p>
Section2.4.2	<p>RFP can be Downloaded from www.odisha.gov.in or www.ocac.in . The bidders are required to submit the document Fee of ₹12,000/- in shape of Demand Draft in favour of <u>Odisha Computer Application Centre</u> and payable at Bhubaneswar from any of the scheduled commercial banks along with the Proposal (General Bid).</p>
Section2.4.3	<p>The bidder is required to submit Earnest Money Deposit amounting to ₹30,00,000/- in shape of Bank Draft/ Bank Guarantee in favour of Odisha Computer Application Centre ,Bhubaneswar or Bank Guarantee issued from any of the Scheduled Banks as per the prescribed format in this RFP.</p>
Section2.4.4	<p>Bidders must submit a soft copy of the Pre-qualification & Technical Proposal in a non-editable CD along with original copy .However, One original copy of the Financial proposal (only hard copy) is to be submitted.</p>
Section2.5.2	<p>The Proposal should be filled in by the Bidder in English language only.</p>
Section3.3	<p>The bidder should quote price in Indian Rupees only. The offered price must be exclusive of taxes and duties. The taxes as appropriate & applicable would be paid at the prevalent rates.</p>

Clause Reference	Topic
Section2..5.3	<p><i>The proposal submission address is:</i> <i>General Manager (Admin)</i> <i>Odisha Computer Application Centre</i> <i>N-1/7-D, Acharya Vihar Square</i> <i>P.O.- RRL, Bhubaneswar - 751013</i> <i>Tel: 0674-2567280/ 2567064/ 2567295</i> <i>Fax: +91-674-2567842</i> <i>Email: gm_ocac@ocac.in</i></p> <p>Proposals must be submitted on or before 28.02.2020 by 02:00 PM</p>
Section3	<p>Bidders will be selected through Quality & Cost Based Selection (QCBS) method. The bidder is required to submit the bids General(Pre-qualification), Technical & Financial bid in three separate sealed envelopes which are, in turn, to be put in an outer sealed envelope. Technical bid of those bidders who qualify in General Bid shall be opened. Financial bid of those bidders who qualify in Technical Bid by scoring 70% or above shall be opened. Consortium not allowed.</p>
Section2.6.2	<p>Proposals/Bids must remain valid 180 days from the date of opening of Financial bid.</p>
Section 6	<p>Total project period is 5 years and 10 months (5 years after Go-live). Software firm must complete development of the application within 40 weeks from receiving the work order. Post implementation application support, operation & maintenance etc. Must be provided for a period of 60 months after Go-Live. The service provider must handover all deliverables to the OCAC within stipulated time.</p>

Request for Proposal (RFP)

The purpose of this RFP is to solicit proposals from the bidders for selection of System Integrator (SI) for the PARESHRAM project through a competitive bidding process. The System Integrator will be responsible for the design, implementation and operations and maintenance of the project. The RFP intends to bring out the details with respect to scope of services that are deemed necessary to share with the interested bidders.

This RFP document is for **“Selection of Implementing Agency (IA) for implementation of Automation system (PARESHRAM) for Department of Labour & ESI, Government of Odisha”**.

Structure of the RFP

- 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 for determining bidder's suitability as the system integrator
 - iii) Financial bid and other formats
- 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
 - iii) Functional and Technical Requirements
 - iv) Project Schedule
 - v) Service levels for the implementation partner
 - vi) Timeline of Project implementation

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 Software developer & Implementation partner of OCAC for this project.

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.

1 Background Information

1.1 Basic Information

OCAC on behalf of Department of Labour & ESI, Government of Odisha". Invites responses ("Tenders") to this Request for Proposals ("RFP") from Software Development/System Integration firms ("Bidders") for Selection of Software Firm for Development and Implementation of Automation system (PARESHRAM) for Department of Labour & ESI, Government of Odisha".

Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received late will not be considered in this procurement process.

OCAC will award the Contract to the successful bidder whose proposal has been determined as the best value proposal based on Technical and Financial evaluation criteria and accepted by the Tender Accepting Authority.

1.2 Project Background

The state of Odisha has secured 14th position with 92.09% as compared to its 11th position released last year with a score of 92.73 points in the ranking of states in "**Ease of Doing Business**".

Now, the government of Odisha is in the process of taking up a series of measures to improve "Ease of Doing Business". The emphasis has been on simplification and rationalization of the existing rules and introduction of ICT (information & communication technology) to make governance more efficient and effective.

With the strategic objective to improve the ease of doing business in the state, the Labour & ESI Department envisage adopting IT-enabled government process and deliver e-enabled services of the Labour Directorate & Directorate of Factories & Boilers. This is to provide services to both internal and external stakeholders of the ecosystem in timely, cost effective and transparent manner and thereby improve the ranking of "**Ease of Doing Business**".

As part of the State's own Labour reform initiative, twenty services under the department have been notified under the ORTPS Act, 2012 to ensure timely delivery of services out of which, nine services shall be offered on line, under the Odisha Industries Facilitation Act (OIFA), through the e-Biz portal of Government of India. The remaining services of both Directorates are planned to be offered on line through service automation, computerization of Directorates and implementation of e-Governance initiatives.

1.2.1 About the Department

The department of Labour and E.S.I., Government of Odisha has following divisions that promote and monitor Labour related activities in the state. These divisions are, but not limited to:

- I. Directorate of Labour
- II. Directorate of Factories and Boilers
- III. Industrial Tribunal & Labour Courts
- IV. Employee's State Insurance (ESI)

The Department intends to improve the Ease of Doing Business and boost the 'Make in India' and "Make in Odisha" Program by offering online services of Labour Directorate and Directorate of Factories and Boilers.

Directorate of Labour

With the growth of Labour problems and enactment of Labour legislations, the Government of Odisha in their resolution dated 30-July-2018 established this directorate. This Directorate has 08 Joint Labour Commissioner Office, 24 Divisional Labour Commissioner Office, 02 District Labour Offices and 14 Independent Assistant Labour offices. The Directorate is headed by Labour Commissioner with Headquarter at Bhubaneswar.

Offices of Labour Directorate:

Labour Directorate		
S No	Details	Number
1.	Labour Commissioner Office	1
2.	Joint Labour Commissioner	8
3.	Divisional Labour Commissioner Office	24
4.	District Labour Office	2
5.	Assistant Labour Office (Ind.)	14
6.	Approximate number of Dept. users across the State (Actuals)	132
7.	Aggregate number of relevant users (Sanctioned)	242

Key Functions of the Labour Directorate under various Labour laws are listed below:

- Registration & Licensing
- Handling of Industrial Disputes
- Maintenance of Harmonious Relations in the Industrial Establishments
- Enforcement of various Labour Laws
- Redressal of Labour grievances
- Implementation of State Action Plan for Safety and Welfare of Migrant Workmen
- Implementation of State Action Plan for Elimination of Child Labour

Directorate of Factories and Boilers

The Directorate of Factories and Boilers under the Department of Labour & ESI, looks after compliance services amongst others such as registration of Factories and Boilers, Granting of License, Enforcement of Safety, Health & Welfare Measures and Quality Assurance of Boilers during manufacture, operation, maintenance etc.

In order to discharge the aforesaid functions, the Directorate is entrusted with administration of two important enactments viz., the Factories Act, 1948 and the Indian Boilers Act, 1923 in conjunction with Indian Boiler Regulations, 1950, Orissa Factories Rules, 1950, Orissa Boiler Rules, 1971, Orissa Boiler Attendant Rules, 1956, Orissa Boiler Operations Engineers Rules, 2000, Orissa Factories (Control of Major Accident Hazard) Rules 2001.

The primary objectives of the Directorate of Factories & Boilers under Department of Labour & ESI are as follows:

- Enforcement of Provisions of Factories and Boilers Act
- Ensuring Industrial Safety & Accidental Prevention
- Time Bound and Transparent delivery of Services under the Statue in a User Friendly Manner

Offices of Directorate of Factories and Boilers:

Directorate of Factories & Boilers		
S.No	Details	Number
1	Directorate Bhubaneswar	1
2	Divisional Offices	7
3	Zonal Offices	9
4	Approximate number of Dept. users across the State	68

The functions of the Directorate are (under relevant Acts and Rules) as follows:

- Inspections under Factories and Boilers act
- Approval of New Plans, Extension Plans, Stream Pipeline Drawings and Repair Orders under Factories and Boilers act
- Registration of Boilers under Boilers act and Issuance of License under factories act
- Endorsements of Boiler operation engineers and attendants
- Revalidation of Welder's Certificate
- Grant and Renewal of certificates under Factories and Boilers act
- Examinations for Boiler operation engineers and Boiler attendants
- Filing of Statutory Returns
- Enrolments of external entities under Factories and Boilers act

1.2.2 Project Profile

With the strategic objective to improve the "Ease of Doing Business" in the State, the Directorate envisions adopting IT-enabled Government process for delivering services to different stakeholders.

This is to provide services to both internal and external stakeholders of the ecosystem in timely, cost effective and transparent manner and thereby improve the ranking of "Ease of Doing Business" for the state.

A list of objectives is narrated below:

- i. Simplify Processes – To introduce systems that simplify and offer the G2B services in a convenient and cost-effective manner as a part of ease of doing business with the Department.
- ii. Enhanced Service Delivery – Provide online and technology based services to stakeholders with enhanced transparency and responsiveness.
- iii. Speedy Processing – Efficient technology automation of processes – application verification, approval, issue, audit and support functions.
- iv. Automated Work Flow – Create a central, secure electronic repository of all records and enable an integrated work flow across different functions.
- v. To establish Interface among all stakeholders which are easy to access and interoperable
- vi. Single Data Entry/Retrieval source –The presence of a central repository will ensure that there is a single point of entry for data, once data is created it will be a single view for various touch points trying to access that data
- vii. Effective Tracking & Monitoring – Automatic generation of meaningful Management Information System (MIS) Reports: The statistics and the data which is so critical to the Department for their internal process improvements, audits and forecasts would

be available through automated periodical reports containing the required information in a structured way.

To create a state-of-the-art G2B ecosystem that supports the requirements of the businesses for information and services, in a customer-centric manner.

In addition to the above, project is to align with the business reforms requirement of the Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry, under "Ease of Doing Business" initiative

- i. Publish information on the procedure and a comprehensive list of all documents that need to be provided on the web-site
- ii. Define clear timelines mandated through the Public Service Delivery Guarantee Act (or equivalent) legislation for approval of complete application.
- iii. Design and implement a system that allows online application, payment, tracking and monitoring without the need for a physical touch point for document submission and verification.
- iv. Ensure that the system allows users to download the final signed approval certificate from the online portal
- v. Allow third parties to easily verify approval certificates in the public domain of at least past two years in the public domain

2 Instructions to the Bidders:

2.1 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 consult their own legal advisers with regard 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 OCAC 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 OCAC. Any notification of preferred bidder status by OCAC shall not give rise to any enforceable rights by the Bidder. OCAC may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the OCAC.
- d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
- e) **FRS attached with this RFP does not constitute part of RFP. It is only for reference; hence no pre-bid queries on FRS shall be entertained.**

2.2 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 set out in this RFP may render the Proposal noncompliant 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.

2.3 Pre-Bid Meeting & Clarifications

Pre-bid Conference

- a) OCAC shall hold a pre-bid meeting with the prospective bidders on **10-Feb-2020 at 3:30 PM** at Odisha Computer Application Centre, Bhubaneswar.
- b) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to General Manager (Admin) only by email saroj.tripathy@ocac.in with a copy to sudha.mohanty@ocac.in & avijit.puhan@semt.gov.in on or before **06-Feb-2020 by 3:00 PM**.
- c) The queries should necessarily be submitted in the following forma (Soft copy in .doc or .xls file to be attached)t:

<i>Sl#</i>	<i>RFP Document Reference(s) (Section & Page Number(s))</i>	<i>Content of RFP requiring Clarification(s)</i>	<i>Points of clarification</i>

- d) OCAC shall not be responsible for ensuring receipt of the bidders' queries. Any requests for clarifications post the indicated date and time may not be entertained by OCAC.

Note: FRS attached with this RFP does not constitute part of RFP. It is only for reference; hence no pre-bid queries on FRS shall be entertained.

2.3.1 Responses to Pre-Bid Queries and Issue of Corrigendum

- a) The Nodal Officer notified by the OCAC will endeavour to provide timely response to all queries. However, OCAC neither makes representation or warranty as to the

completeness or accuracy of any response made in good faith, nor does OCAC 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, OCAC 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 www.ocac.in and www.odisha.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, OCAC may, at its discretion, extend the last date for the receipt of Proposals.

2.4 Key Requirements of the Bid

2.4.1 Right to Terminate the Process

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

2.4.2 RFP Document Fees

RFP document can be downloaded from www.ocac.in or www.odisha.gov.in. The bidders are required to submit the document Fee of ₹**12,000/-** in shape of Bank Draft in favour of Odisha Computer Application Centre and payable at Bhubaneswar from any of the scheduled commercial banks along with the General Bid Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.

2.4.3 Earnest Money Deposit (EMD)

- a) Bidders shall submit, along with their Bids, EMD of ₹**30,00,000/-**, in the shape of Bank Draft **OR** Bank Guarantee (in the format specified in this RFP) issued by any scheduled bank in favour of Odisha Computer Application Centre, payable at Bhubaneswar, and should be valid for 90 days from the due date of the tender / RFP. The EMD should be submitted in the General Bid.
- b) EMD of all unsuccessful bidders would be refunded by OCAC within 60 days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee.

- c) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- d) The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- e) The EMD may be forfeited:
 - i) If a bidder withdraws its bid during the period of bid validity.
 - ii) In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.
 - iii) If found to have a record of poor performance such as having abandoned work, having been black-listed, having inordinately delayed completion and having faced Commercial failures etc.
 - iv) 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
 - v) A Proposal contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers.

2.4.4 Submission of Proposals

- a) The bidders should submit their responses as per the format given in this RFP in the following manner
 - i) Response to Pre-Qualification Criterion : (1 Original in hard copy+ 1 CD) in first envelope
 - ii) Technical Proposal - (1 Original in hard copy + 1 CD) in second envelope
 - iii) Financial proposal - (1 Original in hard copy) in third envelope
- b) The Response to Pre-Qualification criterion, Technical Proposal and Financial proposal (as mentioned in previous paragraph) should be covered in separate sealed envelopes superscripting "Pre-Qualification Proposal", "Technical Proposal" and "Financial proposal" respectively.
- c) Please Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the Financial proposal.

The three envelopes containing Pre-qualification Proposal, Technical Proposal and Financial proposal should be put in another single sealed envelope clearly marked as "Response to RFP for Selection of Software firm for Development, Implementation and support services for 5 years for Automation system (PARESHRAM) for Department of Labour & ESI, Government of Odisha".

RFP Ref No - OCAC-TH-16/2019/ENQ/20001 with the wordings "DO NOT OPEN BEFORE 28.02.2020, 04:00 PM".

- d) The outer envelope thus prepared should also indicate clearly the Name, Address, Telephone Number, Email Address and Fax Number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".
- e) All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- f) The proposal/ bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialled by the person (or persons) who sign(s) the proposals.
- g) All pages of the bid shall be initialled and stamped by the authorized person or persons who sign the bid.
- h) In case of any discrepancy observed by OCAC in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.
- i) Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by OCAC in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

2.5 Preparation and Submission of Proposal

2.5.1 Proposal Preparation Costs

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 OCAC to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

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

2.5.2 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 interpretation of the Proposal, the English translation shall govern.

2.5.3 Venue & Deadline for Submission of Proposals

Proposals, in its complete form in all respects as specified in the RFP, must be submitted to OCAC at the address specified below:

Addressed To	General Manager(Admin) Odisha Computer Application Centre, N-1/7-D, Acharya Vihar Square, PO : RRL Bhubaneswar – 751013 Odisha, India
Telephone	0674-2567280/ 2567064/ 2567295
Fax Nos	0674-2567842
Email id	gm_ocac@ocac.in
Last Date & Time of Submission	28.02.2020, 02:00 PM

2.5.4 Late Bids

- 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.
- The bids submitted by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- OCAC 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. It is the responsibility of the bidder to ensure that its bid/proposal is received by OCAC within the prescribed timeline.
- OCAC reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

2.6 Evaluation Process

- OCAC will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders
- The Proposal Evaluation Committee constituted by OCAC shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection of the bid.
- The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.

- d) The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals, if required.
- e) The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- f) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

2.6.1 Tender Opening

The Proposals submitted up to 28.02.2020 by 02:00 PM will be opened on 28.02.2020 at 04:00 PM by Tender Evaluation Committee, in presence of those Bidders or their representatives who may be authorized by the bidder to be present at the time of opening. The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to be identified as bona-fide for attending the opening of the proposal.

2.6.2 Tender Validity

The offer submitted by the bidders should be valid for minimum period of 180 days from the date of submission of Tender. However, validity of the price bid of selected bidder (except hardware & system software) will be Five (5) Years from the date of agreement.

2.6.3 Deviations

The Bidder may provide deviation to the contents of the RFP document in the format prescribed format in this RFP.

The Proposal evaluation 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.

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 at this stage; the Bidder would not be allowed that to withdraw the deviations submitted without the prior consent of the Purchaser.

OCAC have the right to accept or reject any deviation(s) furnished by the bidder. The decision of OCAC in such case is final.

2.6.4 Tender Evaluation

- a) Initial Bid scrutiny will be held and incomplete details as given below will be treated as nonresponsive if Proposals:
- i) are not submitted as specified in the RFP document
 - ii) received without the Letter of Authorization (Power of Attorney)
 - iii) are found with suppression of details
 - iv) with incomplete information, subjective, conditional offers and partial offers submitted
 - v) submitted without the documents requested in the checklist
 - vi) with lesser validity period
- b) All responsive Bids will be considered for further processing as below :

OCAC will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

3 Criteria for Evaluation

Bidders will be selected through Quality cum Cost Based Selection (QCBS) method. All bids will primarily be evaluated on the basis of Prequalification Criteria. The Proposal Evaluation Committee will carry out a detailed evaluation of the Proposals, only those who qualify all Prequalification criteria, in order to determine whether the technical aspects are in accordance with the requirements set forth in the RFP Documents. In order to reach such a determination, the Proposal Evaluation Committee will examine and compare the technical aspect of the Proposals on the basis of information provided by the bidder, taking into account the following factors:

- a) Overall completeness and compliance with the requirement
- b) Proposed solution, work-plan and methodology to demonstrate that the bidder will achieve the performance standards within the time frame described in RFP documents
- c) Any other relevant factors, if any, listed in RFP document or the OCAC deems necessary or prudent to take into consideration

In order to facilitate the technical proposal evaluation, the technical criteria laid down along with the assigned weights have been presented in subsequent section. The marking scheme presented here is an indication of the relative importance of the evaluation criteria. Bidders securing a minimum of 70% marks in the technical evaluation will only be considered for further financial bid evaluation. Bids of Tenders which don't secure the minimum specified technical score will be considered technically non-responsive and hence disqualified from being considered for financial evaluation.

3.1 Prequalification Criteria (General Bid)

Keeping in view the complexity & volume of the work involved, following criteria are prescribed as pre-qualification criteria for the Bidder interested in undertaking the project. Consortium is not allowed. Technical Bids of only the successful pre-qualifiers will be opened for evaluation.

Sl#	Basic Requirement	Specific Qualification Criteria	Document/ Information to be Submitted
1	Legal Entity	The Organization must be registered under the Companies Act 1956 and must have been in operation for a period of at least 5 (Five) years as of March 31, 2019	Certificate of Incorporation
		The company should be registered with the GST & Income Tax	GST Registration Certificate & PAN
2	Sales Turnover of Implementing Agency	Average Annual Turnover generated only from Software development implementation and support during the last three financial years ending on 31.03.2019 should be at least ₹ 75 Crores. (Revenue generated from only H/W sales and services will not be considered.)	Copy of the Audited Balance sheet and Profit & Loss account, Statutory Auditor's Certificate The document submitted must clearly indicate the turnover from software development & its related services. CA certificate to this essential.
3	Net Worth	The firm should have been profitable for all these three financial years and must have positive net worth.	Copy of the Audited Balance sheet and Profit & Loss account, Statutory Auditor's Certificate
4	Certification	The bidder must have CMMI Level 3 or higher, ISO 9001-2015 certificates	Copy of Valid Certificates. Certification under evaluation will not be considered.
5	Manpower Strength	The Bidder should have at least 100 technically qualified professionals having minimum qualification of B.E/MCA or equivalent or higher on its payroll.	Certificate from Director / HR Head PF copy
6	Technical Capability	The bidder must have developed and implemented or in process of implementation of at least one e-Governance G2B or G2C project in India with minimum order value of ₹ 12 Cr or two projects with minimum order value of ₹ 9 Cr each or three projects	Completion Certificates from the client <u>OR</u> Work Order + Self Certificate of Completion (Certified by the Statutory Auditor);

Sl#	Basic Requirement	Specific Qualification Criteria	Document/ Information to be Submitted
		with minimum order value of ₹ 6 Cr each in State / Central Government/ Govt. PSU/ Govt. Autonomous body in last 5 financial years ending as on bid submission date.	<u>OR</u> Work Order + Phase Completion Certificate from the client
7	Consortium	Consortium bidding/ sub-contracting is not allowed	Self-Declaration
8	Existence in Odisha	The bidder should have a centre operational in Odisha or shall furnish an undertaking to open an operation centre within 15 days from award of the project.	Trade License/ Leased Agreement etc. / Declaration
9	Black Listing	The bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government or PSU in India.	Annexure - Self Declaration
10	EMD & Document Fee	The bidder must submit Tender document fee amounting to ₹ 12,000/- in shape of DD and EMD amounting to ₹ 30,00,000/- in shape of DD or Bank Guarantee from a schedule bank	Tender Fees Bank Draft only and EMD in shape of Bank Draft / Bank Guarantee

3.2 Technical Evaluation Criteria

The Proposal evaluation committee will evaluate the proposals submitted by the bidders with a detailed scrutiny. During evaluation of proposals, OCAC, may, at its discretion, ask the bidders for clarification of their Technical Proposals. Only those proposals meeting the above qualification criteria will be evaluated as per the criteria mentioned below:

Criteria for evaluation of technical bids have been specified in this RFP document.

- All the bidders who secure a Technical Score of 70% or more will be declared as technically qualified.
- The bidder with highest technical bid (H1) will be awarded 100% score.
- Technical Scores for other than H1 bidders will be evaluated using the following formula:

Technical Score of a Bidder =

$$\{(\text{Technical Bid score of the Bidder} / \text{Technical Bid Score of H1}) \times 100\} \% \\ \text{(Adjusted to two decimal places)}$$

- The financial bid of only the technically qualified bidders will be opened for further Processing.

3.2.1 Distribution of Marks:

Financial , Resource Strength	30 Marks
Project experience and expertise	40 Marks
Approach & Methodology	30 Marks
70 is the cut-off marks to open the financial bid	

3.2.2 Financial & Resource Strength: 30

Sl#	Criteria	Documentary Evidence	Marks	Max. Marks
1	Average Annual Turnover in last 3 years ending with March 2019 from Software development implementation and it's support Services	Audited Balance Sheet and Statutory Auditor's Certificate	>= 75 Cr & < 100 Cr : 7marks >= 100 Cr & < 125 Cr : 8 marks >= 125 Cr & < 150 Cr : 9 marks >= 150 Cr : 10 Marks	10
2	The firm/ company should have IT professional with minimum qualification of B.E/ B.Tech/ MCA or higher.	Letter from Director or HR The bidder needs to produce the latest EPF return challan.	Minimum 100 : 7 Marks Beyond 100 professionals, 1 mark for each 50 professionals maximum 10 marks	10
3	Quality Certification	Relevant copy of certificate highlighting validity	CMMi L3 + ISO 9001-15: 7 Marks CMMi L5 + ISO 9001-15 : 8 Marks ISO 20000: 1 Mark ISO 27001: 1 Mark	10

3.2.3 Project experience and expertise:

Sl#	Criteria	Documentary Evidence	Marks	Max. Marks
1	The firm/ company should have developed and implemented workflow management based E-Governance Projects in State / Central Government/Govt. PSU/Govt. Autonomous body in India during the last 10 years minimum order value of 50 Lakhs.	Completion Certificates from the client <u>OR</u> Work Order + Self Certificate of Completion (Certified by the Statutory Auditor) <u>OR</u>	For each completed project of value ₹ 1 Cr or more - 5 Marks Each continuing project of ₹ 1 Cr or more - 4 marks For each completed project of value ₹ 50 lakhs or more and less than ₹ 1 Cr - 3	15

Sl#	Criteria	Documentary Evidence	Marks	Max. Marks
		Work Order + Phase Completion Certificate from the client	Marks. Each continuing project of value ₹ 50 lakhs or more and less than ₹ 1 Cr - 2 marks Maximum mark upto 15. (Note: Combination of both is allowed.)	
2	The firm/ company should have developed and implemented web portal for any Department In State / Central Government/Govt. PSU/Govt. Autonomous body in India during last 10 years having minimum order value of Rs 20 lakhs	Completion Certificates from the client <u>OR</u> Work Order + Self Certificate of Completion (Certified by the Statutory Auditor) <u>OR</u> Work Order + Phase Completion Certificate from the client	Each completed project - 2 marks Each continuing project - 1 mark maximum marks upto 6	06
3	The firm/ company should have developed and implemented DMS/CMS application for any Department In State / Central Government/Govt. PSU/Govt. Autonomous body in India during last 10 years having minimum order value of ₹ 10 lakhs.	Completion Certificates from the client <u>OR</u> Work Order + Self Certificate of Completion (Certified by the Statutory Auditor) <u>OR</u> Work Order + Phase Completion Certificate from the client	Each completed project - 2 marks Each continuing project - 1 mark maximum marks upto 6	06

Sl#	Criteria	Documentary Evidence	Marks	Max. Marks
4	The firm/ company should have developed and implemented Citizen centric e-Gov application (excluding work flow application shown against 5.2 (b)) for any Department In State / Central Government/Govt. PSU/Govt. Autonomous body in India during last 10 years having minimum order value of ₹ 30 lakhs.	Completion Certificates from the client <u>OR</u> Work Order + Self Certificate of Completion (Certified by the Statutory Auditor) <u>OR</u> Work Order + Phase Completion Certificate from the client	For each completed project of value ₹ 50 lakhs or more – 4 Marks Each continuing project above ₹ 50 lakhs – 3 Marks For each completed project of value ₹ 30 lakhs or more – 2 Marks. Each continuing project above ₹ 30 lakhs and below ₹ 50 lakhs – 1 mark Maximum marks upto 8 Marks	08
5	The firm/ company should have developed and implemented API based mobile application for any Department In State / Central Government/Govt. PSU/Govt. Autonomous body in India during last 10 years having minimum order value of ₹ 5 lakhs .	Completion Certificates from the client+ Show the presence on the Google play store/APP store <u>OR</u> Work Order + Self Certificate of Completion (Certified by the Statutory Auditor)+ Show the presence on the Google play store/ APP store	Each completed project - 2.5 marks maximum upto 5 Marks.	05

3.2.4 Approach & Methodology

Sl#	Criteria	Documentary Evidence	Max. Marks
	Proposed Solution and its components with Prototype design. Live demonstration of at least one E-governance G2B or G2C application.	Technical Presentation and demonstration	10
6	Work plan, approach & methodology for completing the work. Technologies used, Risks and Mitigation Plan Data Digitization and Migration Plan Training Methodology and plan time frame. Operation and maintenance road map. Clear and unambiguous narration of exit Management activities of the bidder. Implementation plan and methodology. Challenges likely to be encountered Client references:	Technical Presentation	20

3.3 Financial bid Evaluation Criteria

- ✓ The Financial Bids of the technically qualified bidders will be opened on a the prescribed date in the presence of bidder representatives
- ✓ The bidder with lowest financial bid (L1) will be awarded 100% score.
- ✓ Financial Scores for other than L1 bidders will be evaluated using the following formula:

Financial Score of a Bidder =

$$\{(Financial\ Bid\ of\ L1/Financial\ Bid\ of\ the\ Bidder) \times 100\}\%$$

(Adjusted to two decimal places)

Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.

The bid price will excluding of all taxes and levies and shall be in Indian Rupees.

Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the

unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.

3.4 Combined Evaluation of Technical & Financial Bids

- ✓ The technical and financial scores secured by each bidder will be added using weightage of 70% of Technical Score (T) and 30% of Financial Score (F) respectively to compute a Composite Bid Score.
- ✓ The bidder securing the highest Composite Bid Score will be adjudicated as the Best Value Bidder for award of the Project.
- ✓ In the event the bid composite bid scores are “tied”, the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

Composite score of the Bidders for the bid shall be worked out as under:

Bidder	Technical Score	Financial Score	Weighted Technical Score (70% of B)	Weighted Financial Score (30% of C)	Composite Score (F=D+E)
(A)	(B)	(C)	(D)	(E)	(F)

4 Appointment of System Integrator or Service Provider or Implementing Agency.

4.1 Award Criteria

OCAC 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.

4.2 Right to Accept Any Proposal & Reject Any / All Proposal(s)

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

4.3 Purchaser's Procurement Rights

Without incurring any liability, whatsoever to the affected bidder or bidders, the Purchaser reserves the right to:

- a) Amend, modify, or cancel this tender and to reject any or all proposals without assigning any reason.
- b) Change any of the scheduled dates stated in this tender.
- c) Reject proposals that fail to meet the tender requirements.
- d) Exclude any of the module(s)
- e) Remove any of the items at the time of placement of order.
- f) Increase or decrease no. of resources supplied under this project.
- g) Should the Purchaser be unsuccessful in negotiating a contract with the selected bidder, the Purchaser will begin contract negotiations with the next best value bidder in order to serve the best interest.
- h) Make typographical correction or correct computational errors to proposals
- i) Request bidders to clarify their proposal.

4.4 Notification of Award

Prior to the expiry of the validity period, OCAC will notify the successful bidder in writing or by fax or email (in shape of issuing Letter of Intent), that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, OCAC may like to request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, OCAC will notify each unsuccessful bidder and return their EMD.

4.5 Contract Finalization and Award

The OCAC 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. On this basis the contract agreement would be finalized for award & signing.

4.6 Performance Guarantee

The OCAC will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the Notification of award, for a value equivalent to **10%** of the total cost of ownership i.e. total order value excluding taxes. The Performance Guarantee should be valid for a period of **5 years 10 months (70 months)**. The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In

case the selected bidder fails to submit performance guarantee within the time stipulated, the OCAC at its discretion may cancel the order placed on the selected bidder and/or forfeit the EMD after giving prior written notice to rectify the same. OCAC shall invoke the performance guarantee in case the selected Service Provider fails to discharge their contractual obligations during the period or OCAC incurs any damages due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

4.7 Signing of Contract

After the OCAC notifies the successful bidder that its proposal has been accepted, OCAC shall issue purchase order and enter into a contract with the successful bidder taking into account the relevant clauses of RFP, pre-bid clarifications, Corrigenda, the proposal of the bidder in addition to other agreed clauses.

4.8 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP and the Proposal submitted by the successful bidder, despite the deviations submitted by the Bidder are adequately considered and mutually agreed, shall constitute sufficient grounds for the annulment of the award, in which event OCAC may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, the OCAC shall invoke the PBG or the EMD as the case may be, of the most responsive bidder.

5 Terms of Reference:

5.1 Broad Scope of the Project:

- A.** System Study, System Design, Development, Testing, Deployment, Training and Go live of web portal and PARESHRAM Application (19 Modules). **The application should be web based and mobile responsive.**
- B.** Data Digitization, Scanning, data entry, data migration and porting to the application.
- C.** Operation, Maintenance with User support service and capacity building.

Details Scope of Work:

I. Application Implementation Stage:

A. L&E e-Governance System (PARESHRAM)

- i** Design, Development, Testing and Deployment of PARESHRAM Portal & Application for Labour and ESI Department
- ii** Procurement, Supply, configuration and testing of requisite System Software
- iii** Design, Development, Testing and Deployment of Mobile Application for specified Services and inspection.

- iv The application should be developed to log the individual event's initiation time and completion time in the server to track SLAs in O&M Phase.
- v Integration of SMS gateway, Payment Gateway and Payment instruments with the Application as per the recommendation of the department
- vi Provide all utilities and software for performing e-sign and Digital Signature

- vii Interface with the Controller of Certifying Agencies empanelled agencies to provide e-sign
- viii Interface with the UIDAI for availing Aadhaar authentication services
- ix Provide hardware specifications (Virtual Machines with configurations) for application to be deployed at Odisha State Data Center.
The bidder shall provide the number and configuration of the Virtual Machines. Department / E&IT department facilitate the same within the OSDC.
- x Deploy the envisioned Application in the Odisha State Data Center
- xi The selected bidder shall be responsible to coordinate with OCAC & OSDC official to host the application and comply with all the policies of OSDC.
- xii The selected bidder, after deployment of application, shall request for sign-off by OCAC. User Departments may advise for improvement of newly developed application. The bidder shall follow the improvement process till the final sign off by OCAC / User Departments.
- xiii Support in Third Party Acceptance Testing, Audit and Certifications
- xiv Conduct User Acceptance Test by creating a test environment similar to the actual work environment of department / directorate. SI will conduct the UAT in the premises of directorate / department.
- xv The SI shall provide Exit Management Plan and Handover the Plan to Directorate / Department.
- xvi Implementation and testing of the complete.
- xvii Deploy project co-ordinators at the project locations

B. Data Digitization

- xviii Design, Development of Data Digitization software with User Interface for digitization of various forms, records and certificates.
- xix Data Digitization, scanning of the existing Certificates, forms with link to such original Certificates.
- xx Data Digitization of National Industrial Classification, Government of India

C. Training and Capacity Building

- xxi Train the various categories of Users for successful adoption of the envisioned Application.

D. Documentation

Complete documentation of the Project at all relevant stages.

II. Application Operations and Management Stage:

- i Application maintenance and support services for the PARESHRAM for a period of 5 years.
- ii Annual Maintenance / Annual Technical Support / Subscription for all the System Software for a period of 5 years after System-go-Live
- iii Deploy Post Implementation Team for Operations and Maintenance of the application.

A. Centralized Help Desk

Setting Up of Centralized Help User

B. Data Entry Operator / User Support

- i. Deploy adequately trained Data Entry Operator
- ii. Preparation of the Integrated Project Management Plan which should cover the complete SOW for envisioned system
- iii. Preparation of Inception Report
- iv. Getting the IPMP and the Inception Report from DPIT and incorporate the changes in the documents as suggested by the DPIT, as applicable

5.2 Key Activities:

5.2.1 Implementation Phase

- i. Assessment study and system design.
- ii. Requirement Gathering for services and the associated MIS Reports.
- iii. Requirement gathering for all other services
- iv. Solution Architecture and Design of services
- v. Procurement, Configuration, Installation and Testing of system software at the SDC and hosting of application and utility software
- vi. Provide hardware specifications (Virtual Machines) for application to be

deployed at State Data Center. It is made clear that OSDC shall provide Virtual Machines.

- vii. Installing & preparing the environment with all the required software/ tool/ products as applicable in the SDC and provided by department
- viii. Application development for all the services
- ix. Final UAT & Acceptance;
- x. Data Migration for all the services
- xi. Final integration testing
- xii. Deploy manpower during the UAT and roll-out stage for user handholding in the identified offices of Directorate.
- xiii. Data Digitization and Migration
- xiv. Centralized User Helpdesk for system software, application and database
- xv. Training
- xvi. Complete documentation of the Project at all relevant stages.
- xvii. Procurement, customization and integration of other applications as may be required.
- xviii. Department shall engage a government empanelled to perform Security and Safe to Host Third party Audit before System-Go-Live

5.2.2 **Operations and Maintenance:**

- i. O&M of all associated artifacts for a period of 5 years with further extension of 2 years upon satisfactory performance of SI. post implementation/Go Live.
- ii. Provide hand-holding support to the user community post implementation of the Solution at all the identified locations for a period of one year after System Go-Live.
- iii. Operate a Centralized Helpdesk as a Single Point of Contact in Bhubaneswar Office for resolving all technical, functional and operation issues.

As the project is very ambitious project and success of the project depends on the performance of the activities performed, it is suggested that a strong and proven methodology should be followed to implement this project. The suggested activities (illustrative only) to be performed for this project is explained below:

I. Preparation of the Project Plan and the Inception Report:

- I. The Selected Bidder needs to prepare an Integrated Project Management Plan for the entire assignment that covers detailed tasks along with timelines which have to be performed as part of the assignment.
- II. The roles and responsibilities for the project along with support arrangements that are expected for the project need to be jointly arrived at and has to be signed off between the Selected Bidder and department.
- III. The Selected Bidder needs to prepare and submit an Inception Report, which will serve as the foundational document for all activities related to the project. The acceptance of the Inception Report is necessary before proceeding to the next stage of the project.

The inception should contain the following:

- i. Project Plan
- ii. Project Organization and Management Plan
- iii. Task, Time, and Resource Schedules
- iv. RACI Matrix
- v. Development Methodology
- vi. Data Migration, Data Entry, Data Digitization Roadmap
- vii. Risk Mitigation Plan
- viii. Quality Management Plan
- ix. Integration testing Plan
- x. UAT Plan
- xi. Change Management & Capacity Building Plan
- xii. Project Rollout Plan (Dry Run, Parallel Run etc.)
- xiii. Operations & Maintenance Plan
- xiv. Project Communication Plan
- xv. Exit Management Plan

II. Assessment Study, Requirement Gathering, Analysis and System Design:

a. Requirement Gathering & Analysis

- The Selected Bidder must carry out a comprehensive discussion with department and subsequently analyze to ensure that each of the requirements mentioned in the *the RFP* are captured in the requirement analysis of the project
- Requirement gathering activities conducted as part of this task will result in the project deliverable “**Software Requirement Specifications (SRS)**” document, which shall detail the system-level requirements of the complete solution.
- The SRS document should give the complete architecture of the proposed project. SRS should include, but is not limited to:
 - Data flow diagrams (DFD) & entity-relationship (ER) diagrams.
 - Format of all input screens including data entry requirements.
 - Format of all reports that would be generated by Directorate.
 - Business logic used for all reports and functions.
 - Access control mechanisms, data security and audit trails to ensure that databases are not tampered or modified by unauthorized users. The following guidelines need to be observed for security:
 - Build a complete audit trail of all transactions (add, edit and delete) using transaction log reports, so that errors in data, intentional or otherwise, can be traced and reversed.
 - The most appropriate level of security commensurate with the value to that function for which it is deployed must be chosen
 - Implement data security to allow for changes in technology and business needs.

b. System Design:

- Having conducted a comprehensive analysis of the requirements for the Selected Bidder would need to prepare an elaborate detailed system design for the project.
- All common browsers (Internet Explorer, Safari, Chrome, etc.) should be able to support the system / applications. The Selected Bidder should follow the ‘Guidelines for Indian Government Websites’ prepared by NIC.
- Selected Bidder is encouraged to get users’ involvement in this stage when they are finalizing all design components including the user interfaces, the mode of data entry, storage and retrieval, outputs, reports, queries and the application design as a whole.
- Selected Bidder will prepare the solution architecture which shall include the integration of all the components of project and their inter- relationship and dependencies
- The Selected Bidder would be responsible to ensure that all the above activity should be completed

*Activities conducted as part of this task will result in the project deliverable “**System Design Document (SDD)**”, which would include all aspects of the design mentioned above.*

5.3 Data Entry, Data Migration, Validation of Data:

- Data Digitization, Scanning and Migration would be an important pillar on which the success of the envisioned system would depend as the Identified Services hinges on it to efficiently deliver the services. This activity deserves high attention and care in order to fructify and bring to reality the identified redesigned services.
- The base Master Data such as Registration and Licenses under various Acts, Approvals etc., for the various businesses require to be digitized (key board data entry) and brought into the envisioned system. It is also equally important to scan and link the various supporting documents to the data entered about Master Data such as Registration / License document etc.
- As a preliminary first step, the two Directorates are scanning the documents such as Registration / Licenses / approval etc. of the last two years.
- High level details of such scanning activity of the two directorates are provided in the subsequent sections
- It is very important for SI to ensure that records should not be tempered while scanning. The bidder shall use handheld scanner.
- Various acts, records to be scanned and digitized as prescribed under different acts.

VERY IMPORTANT: Data Digitization

It is made clear that the SI shall submit the data digitized to the department or its nominated agency by EOD IN EVERY BUSINESS DAY in the server/ storage device

5.3.1 Data Digitization (Data Entry into the System):

It is important that the Master Data, such as details of Registration / License details are digitized in the system. The Master Data so created should also be linked to the respective scanned Registration / License document.

The Selected Bidder has to digitize the documents (registration / license etc.) enter the data in each of such documents. The Selected Bidder has to scan each such document and link it to the data entered in the system.

5.3.2 Data Migration:

In addition to the paper based document, some data reside in external systems such as Go-Swift and Go-Smile System. The Go-Swift and Go-Smile system stores the details of Factories and Boilers/ Establishments, and inspection schedule and reports. It is within the scope of the Selected Bidder to migrate such data in the envisioned system.

5.3.3 Data Digitization:

Factories and Boilers and Labour Directorate issue New Registration and License; Amendment, Transfer of Factory License; Registration of Boilers, Approval of New and Extension Plans. The applications are made in a pre-prescribed form along with supporting documents. It is critical to digitize these applications and store the data in the envisioned system. Such digitization would store the Registration & License details such as Name of the factory/Establishment; duration of license, approved manpower, approved installed power etc. It would also have the name of the Occupier / Factory Manager etc.

Moreover, Master Data such as National Industrial Classification, Central Statistical Organization, Government of India should also be digitized and the for each Factory Registration should be linked with the National Industrial Classification code.

The table below provides an indication of amount of Data Entry / Scanning that needs to be undertaken.

5.3.4 Master Data Creation:

It is proposed that a structured methodology be followed in the Data Digitization, Scanning and Linking of Supporting document to Master Data. A well-defined process with defined quality assurance mechanism shall ensure that correct data is entered in the envisioned system and linked to appropriate supporting documents.

It is imperative that a User Interface is created through which Data shall be digitized and the related document shall be scanned and linked with the Master Data.

The Bidder in the bid response shall propose a methodology to digitize, scan and link the data with the documents. The bidder in the methodology shall also propose mechanism to ensure quality for the data digitization, scanning and linking process. The bidder shall also propose the expected support from the Directorate.

It is made clear that the bidder has to perform this activity in the Directorate premises. Space shall be provided by the Directorate; however, the Selected Bidder has to bring all the necessary computing device and tools. Directorate would not pay the Selected Bidder for the Computing Devices such as Scanner, Computers etc. used for the purpose of this activity.

A High Level indicative narration of the roles and responsibilities are provided in the table below:

S No	Activity Name	Responsibility
1.	Creation of User Interface for Master Data Entry	Selected Bidder
2.	Creation of User Interface for Scanning and Linking with Master Data Entered	Selected Bidder
3.	Digitization of Data	Selected Bidder
4.	Scanning of Certificate / Letter Issued by the Directorate	Selected Bidder
5.	Linking of Certificate / Letter with the Master Data	Selected Bidder
6.	First Level Review of the Data Entered and linked the Document	Selected Bidder
7.	Second Level Review of the Data Entered and linked Certificate / Letter Document	Selected Bidder
8.	Validation of Data by Directorate	Selected Bidder

Minimum following Documents should be digitized for the Labour Directorate.

S No	Particulars	Act name	Data Volumes
1	Registration Certificate (RC)	Orissa Shops & Commercial Establishments Act, 1956 and Orissa Rules 1958	46845
2	Amended Certificate of Registration		4685
3	Renewed certificate		46845
4	Sub Total		51530
1	RC	Contract Labour (R&A) Act, 1970 And Orissa Rules, 1975	3067
2	Amended RC		613
3	New License		38356
4	Renewed License		38356
5	Amended License		3836
6	Sub Total		45872

S No	Particulars	Act name	Data Volumes
1	Registration Certificate	The Inter State Migrant	163
2	Amended Certificate	Workmen (RE&CS) Act,	16
3	New License	1979 And Orissa Rules	2751
4	Renewed License	1980	49
5	Amended License		3
6	Sub Total		2982
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1	Registration Certificate	The Motor Transport	3021
2	Amended Certificate	Workers Act, 1961 And	30
3	Transferred Certificate	Orissa Rules, 1966	15
4	Sub Total		3066
<hr/>			
1	License	The Beedi and Cigar	538
2	Renewed License	Workers (CE) Act, 1966	538
3	Sub Total	And Orissa Rules, 1969	538
<hr/>			
1	Registration Certificate	The Building And	23000
2	Amended Certificate	Other Construction	230
		Workers (RE&CS), 1996	
		And Orissa Rules 2002	
3	Sub Total		23230
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1	Registration Certificate	The Trade Unions Act,	2855
		1926 And	
		Regulation, 1941	
2	Amended Certificate		16
3	Trade Union Lists		2855
4	Sub Total		2871
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1	Standing Order	Industrial Employment	307
2	Modified Standing Order	(Standing Orders))Act,	3
3	Sub Total	1946 And Orissa Rules	310
		1946	
<hr/>			
	Total		130399

The table below provides an indication of amount of Data Entry / Scanning that needs to be undertaken for of Factories and Boilers:

S No	Details of Factories and Boilers	Count	Pages for Digitization	Forms to Digitize
1	Registered Factories	4376	50000	<ol style="list-style-type: none"> 1. Last Form 1 2. Last Form 2 3. Last Licence Copy 4. Last Plan approval Letter 5. Last List of Machineries 6. Letter of Last renewal Licence 7. Last Inspection Report 8. List of Directors/Partners 9. Registration Certificate (Form 4) 10. Resolution nominating occupier 11. Last Form 21 (Statutory Return)
2	Registration of Boilers	2500	15000	<ol style="list-style-type: none"> 1. Last Steam Pipeline approval Letter 2. Last form B1 Last form B2 Boiler erection permission letter (if applicable) 5. Last field Inspection report 6. Last Form V/ VI of Boiler
TOTAL			65000	

5.4 DMS:

Factories and Boilers Directorate issue New Registration and License, Amendment, Transfer of Factory License, Registration of Boilers, Approval of New and Extension Plans. The applications are made in a pre-prescribed form along with supporting documents so It is critical to digitize these applications and store the data in the envisioned system.

After digitization the DMS application would store the Registration & License details such as Name of the factory/Establishment, duration of license, approved manpower, approved installed power etc. It would also have the name of the Occupier / Factory Manager etc. Moreover, Master Data such as National Industrial Classification, Central Statistical Organization, Government of India should also be digitized and the for each Factory Registration should be linked with the National Industrial Classification code.

System will allow the Directorate to search such records on parameters such as Registration Number / License Number or combinations thereof and retrieve the record. The Metadata of the Registration /License shall be digitized and the supporting document shall get linked and tagged to such records. Directorate official can click – view – download – print such records.

5.5 System Sizing and Deployment Requirements

5.5.1 Sizing Application Requirements:

There are about 250 User from Labour Directorate, 100 Users in Factories and Boilers Directorate and another 25 (approx) users at the Department level. These users would be accessing the envisioned application through VPN/ILL over Broadband or OSWAN/ NICNET connections. The Directorate level users would be accessing the envisioned system to perform business functions to receive and deliver services. The department level users would be accessing the system to view MIS reports to govern the overall functioning of the two directorates.

Approximately, 100,000 (One lakh records viz., Registrations and License documents (single page document)) issued to business users under various acts governed by Labour Directorate would be stored in the system. Approximately, 5000 – 7000 Business users apply for Registrations/ Licenses under different acts per annum. Such Business Users transact with the Labour Directorate couple of times in a year requesting for such services. There would another 10% of such business users who may request the department for amendment / cancellation of Registration / License documents once in a year. In addition to the above, there may be other 5% business users who may prefer to file an appeal against any adverse order in their request for Registration / License under different acts.

An increase of 20% p.a. may be expected of such business users requesting for Registration / Licenses under various acts.

Within the Labour Directorate, another 30 users would access the system to deliver services under State Action Plan.

Factories and Boiler Directorate have around records of 4000 Factories (approximately) operating in state of Odisha. Records of these Factories such as Registration/ License / Approval document shall be stored in the System.

It is envisaged that each Factory user shall be provided a login credential to interact and transact business with the Factories and Boilers Directorate. As a rule of thumb, Factory may interact once or twice in a year to transact business with the Directorate. We may expect an increase of 5% p.a. of such business users who would transact business with Factories and Boilers department services such as

Approval of New Plan, Registration of Factories, Registration of Boilers, New Licenses etc.

Approximately, 29,000 pages (A4) of record would be digitized and scanned in the system

A new paradigm has been envisioned in this reforms project. It is envisaged that Directorate Inspectors and empaneled Competent Persons would undertake Inspection of Factories and Boilers. These would be performed using a mobile app. It is expected that about 25% factories would be undergo Inspection

p.a. The data generated in the Inspection Process shall also reside in the enterprise hardware.

This data and information may be referred while doing the sizing of the application, eliciting requirements for virtual machines for hosting the applications, servers and storage. The functional requirements of the various services may also provide reference for the sizing activity

5.5.2 **Deployment in Odisha State Data Center :**

The envisioned system shall be hosted in the State Data Center of Odisha. The State Data Center would provide the necessary Virtual Machines required to the department.

a) The selected bidder shall deploy the new application over the hardware infrastructure (Virtual machines) provided by the Odisha State Data Centre (OSDC)

b) The selected bidder shall be responsible to coordinate with OCAC & OSDC official to host the application and comply with all the policies of OSDC.

c) The selected bidder, after deployment of application, shall request for sign-off by OCAC. User Departments may advise for improvement of newly developed application. The bidder shall follow the improvement process till the final sign off by OCAC / User Departments.

Remote Access with single Credential would be provided to the SI for amongst others Administration of Application, System and Database.

Note: The development environment will not be provided by Department / State Data Center. Only the staging & production environment will be provided by SDC.

As part of the proposal the bidder shall state the minimum requirements for virtual machines for web, application and database layers with the configuration for Processor- cores, RAM and Hard disk. The requirements for virtual machine should be stated with High Availability and failover mechanism. The requirements for Software Load Balancers should also be clearly stated in the technical proposal

VERY IMPORTANT: Source Code

It is made clear that the SI shall submit Source Code to the department or its nominated agency by last working day of every week in the server/ storage device provided by the Department/Data centre

5.6 Training:

For training, the space would be provided by the Directorate whereas the training, training content and material shall and be provided by the SI.

It is estimated that 132 officials from Labour Directorate, another 70 officers from Factories and Boilers would require training. Another 10 officials from the Directorate would require training.

A batch of 20 each shall be formed for the purpose of training.

The selected bidder in consultation with Dept. will plan up a systematic training schedule. The training would be delivered in both English and Odia language.

The selected bidder should ensure a proper hands-on training to the end users designated by the Dept. so as to make them well conversant with all the functionalities, features and processes of the application.

5.6.1 Capacity Building on Digital Signatures:

Training on use of Digital Signatures: As the envisioned project would entail significant amount of issuance of Certificates/ Licenses / Approvals, Inspection and field verification and relevant updating of records, digital signatures have to be used by various levels of officials. These officials may also keep on changing due to transfers / superannuation, etc. Hence the Selected Bidder should ensure the following:

A one-time training to all the concerned officials in the usage of digital signatures

As and when required, training / on-demand web based training for the new officials taking charge for service provisioning.

5.6.2 UAT Training: For acceptance test, DPIT shall select Officials of the Directorate from various functions for performing User Acceptance Test (UAT) of the system at the time of delivery.

5.6.3 Application Training:

Imparting training in Information Technology (IT) and Change Management.

Such trainings and skills will be imparted to all levels of employees involved in the processes pertaining to the services.

These would range from senior officers up to the officials working in the field office

Prepare and organize training programs to facilitate the user departments in the efficient usage of the new system training will be provided to department's / Directorate employees whose Information & services will be provided through the envisioned system.

Training shall encompass the knowledge of basic functionalities of Application, Guidelines and other backend processes required during the maintenance phase.

Training shall also be provided for teaching the basic trouble shooting activities in case of problems.

5.6.4 Mobile App Training:

A batch of 100 officers shall be provided training. The training would comprise of

Installation of the Mobile App in the Device

Complete walk through to the features of the Mobile App

The SI is expected to create a simulated condition for providing this training.

5.6.5 Super User Training:

Department / Directorate shall nominate 4 officers from the Directorate and 2 from the PMU whom the SI shall train on Super User Training. The SI shall train these officers on Application Administration, System Administration and on SLA monitoring. The SI shall also train these officers as Champion Trainers who could train the other Directorate Users on usage of the application.

5.7 User Acceptance Testing (UAT) & Go-Live:

- a) After completion of the development/ customization work for application/module, OCAC will conduct the technical reviews of development work performed by the Selected Bidder for User Acceptance Testing (UAT).
- b) The selected bidder shall be responsible for:
 - Preparation and submission of Test Strategy, test cases and Test Results
 - Demonstration of module-wise functionalities features before the Department after deploying the new application/module at OSDC in staging environment.
 - The SI will Support Departments & its designated authority for conducting the testing and provide access of the systems as per requirement.
 - Rectification in the new application/modules for any issues/ bugs/ and improvements/ Enhancements / up-gradations suggested by Department (if any) during the UAT without any additional cost.
- c) After incorporations of the suggestions made during UAT phase, the department shall provide UAT certificate for application/module. The SI shall conduct security audit through Cert-IN empanelled firm and obtain “**safe to host**” certificate before deployment in the production environment of OSDC. After achieving certain numbers of transactions, Go-live shall deem to be declared for respective application/module

Prior Mandatory Conditions for go live:

Prior to the Go-Live of services of modules of Phase 1 to Phase 5

- Design document should be signed off for respective modules
- Completion of development of Web Portal (before go live of first module of Phase-1)
- Completion of Data Digitization of set of services for respective module of the phase of both Directorates.

System Go-Live of Services of modules : Mandatory conditions

- Completion of SRS of services of that respective Module.
- After successful end to end transaction of services of respective module for both directorates.
- Successful Security Audit and obtaining Safe to Host certificate.

5.7.1 Post Implementation Support

- a) Bidder has to deploy the team with adequate manpower having expertise in database and application management & support for operation and management of entire application to carry out the above activities.

- b) The bidder has to give details of methodology for Application Support, operation and management with team structure with proposed profiles in technical bid.
- c) It is to be noted that the bidder is required to share super user and administrative access rights / credentials with User Department and all the administrative tasks should be done in presence of competent officials of OCAC/ User Department.
- d) The bidder has to deploy required number of resources for application support, operation and maintenance to adhere the timeline and SLA.**

5.7.2 Software Maintenance

- a) Fixing of bugs & error as and when required in the developed application
- b) The defects will be covered which occurs due to development error(s)
- c) Minor changes to the business process will be addressed except new table, database, etc.
- d) Maintaining the updated version of source code
- e) Tuning of the system to improve performance
- f) Quality audit compliance (if required)

5.8 Application Support

- a) Enhancement of MIS report as per the requirement
- b) Database query report management on emergency
- c) Optimization of the already developed reports
- d) Tuning of transactions
- e) User & access management

5.8.1 System Support

- a) Provide integration and user support on all supported servers, data storage systems, etc.
- b) Management& monitoring of server infrastructure in cloud and/or OSDC
- c) Installation and re-installation of the database
- d) Application Load balancing and Database Clustering
- e) Network configuration
- f) Perform Database, event & system log analysis
- g) Database log management
- h) Database& file back-up as per the policy of OSDC
- i) Patch update
- j) System Administration and Trouble Shooting
- k) Application & System Software Administration (including performance tuning)
- l) Application and database level performance tuning.
- m) Database Administration, optimization and Trouble Shooting
- n) Co-ordination with Network Administration Team

5.8.2 Helpdesk Support

SI shall setup a Centralized Helpdesk with 4 seats. The working hours would be office business hours of the Department for first Twelve Months. The Help desk would be reduced to 2 seats after first year for the remaining period of four Years. However, the actual number of seat capacity of the Helpdesk may have to be revised as per requirement assessed through quantum of calls received per month and/or progress of the project. The first such assessment shall be made after 3 months from establishments of the Helpdesk.

The Helpdesk shall be made operational from the Go-Live of services.

The Centralized Helpdesk at Directorate premises, Bhubaneswar will serve as a single point of contact which shall be providing support on both technical and domain (business process) related information to Department Users and End Users.

The Help desk will serve as a single point of contact for reporting / resolution of all tickets queries, errors, incidents, issues either business or application or operations.

Any citizen/applicant should be able to contact the Helpdesk through a (toll-free) number of 10 digits.

The service will be provided in English, Hindi and Odiya.

The members of this team would be deployed at a central location (Directorate Premises, Bhubaneswar) with the necessary infrastructure (viz., Telephone and audio / video collaborative software with call logging and ticketing system) for receiving and resolving technical & domain issue and software.

Note: The selected Bidder shall deploy Help Desk Executives, arrange the Toll Free Number, and arrange the computers. Internet connectivity would be provided by the Directorate.

It is suggested that the Help Desk tool should be free ware

5.8.3 Data Entry Operator aka User Support Executives

SI, in addition to the Help Desk, would also deploy a team of Data Entry Operators aka User Support. They will assist in making the user community familiar with the envisaged system. These DEOs should be fully conversant with all the functional features and business processes in the envisaged system.

The table below provides the list of DEOs required by the Department / Directorate for their different offices.

S No	Office Type	Number of Offices	Number of DEOs per office	Total Number of Hand Holding Officers	Duration (months)
Labour Directorate					
1.	Labour Commissioner Office	1	1	1	12
2.	Joint Labour Commissioner Office	8	1	8	12
3.	Divisional Labour Commissioner's Office	24	1	24	12
4.	District Labour Office	2	1	2	12
5.	Assistant Labour Office (Ind)	14	1	14	12
	Total			49	12
Directorate of Factories and Boilers					
1.	Directorate at Bhubaneswar	1	2	4	12
2.	Divisional Offices	7	1	7	12
3.	Zonal Offices	8	1	8	12
	Total			19	

The Selected Bidder should ensure that the roster schedule of all deployed manpower for each day at the required locations has been communicated in advance to Directorate.

Adherence to all laws pertaining to personnel, labour laws, etc. for any manpower deployed by the Selected Bidder on this Project shall be the responsibility of the Selected Bidder

The Selected Bidder would issue Identity cards to each of the staff members deployed at the Directorate offices.

The Selected Bidder will maintain adequate leave reserve for the staff, so that the work in the respective offices remains unaffected in all cases.

The deployment of number of Data Entry Operator and their office locations would be decided by the Department at any given point of time.

5.9 Exit Management Plan and Handover Mechanism:

The SI shall prepare and provide the Labour & ESI Department an Exit Management Plan. The Exit Management Plan shall contain the details thereof including the following:

A detailed program of the transfer process that could be used in conjunction with Department or the Replacement Vendor, including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure during the transfer;

Modalities for communication with SI's sub-contractors, staff, suppliers, service providers and any related third party as are necessary to avoid any detrimental impact on the Systems operations as a result of the transfer;

Plans for provision of contingent support to the project and Department or the Replacement Vendor for a reasonable period after the transfer.

Handover Mechanism:

At the end of the specified O&M services period, OCAC may exercise its option to renew the O&M services with the existing SI or decide to undertake these activities on its own or to a third-party

If Handover is required to Labour & ESI Department / any other vendor at the end of the existing O&M or otherwise, SI would be responsible for handing over the complete know-how, documentation records, software logs and all such relevant items that may be necessary for the transition process

In this regard bidder is instructed to provide an Exit management plan in their bid response

6 Modules Involved:-

Below are the modules with service details:

1. Registration of Shop & commercial Establishment
2. Registration of Establishment and issue of License to Contractor for engagement of Contract Labour.
3. Plan approval and issuance of licenses for Factories
4. Registration of Establishment and issue of License to Contractor/Agent for recruitment/employment of Inter State Migrant Workmen
5. Implementation of State Action Plans for Migrant Workers and Child Labour
6. Registration & renewal of Boilers and approval of repair orders of boiler & steam pipeline drawing

7. Inspection and Prosecution Reports
8. Self Certification of Shops , Commercial establishment, and Start Ups
9. Registration of of Establishment for employing building workers.
10. Annual Return
11. Investigation and inspection reports
12. Registration Certificate for Motor Transport undertakings.
13. Registration Certificate for Beedi and Cigar Workers
14. Endorsements and Validations of Boiler Resource Persons (Attendant, Operation Engineer, Welder etc.)
15. Examination for attendant and operation engineers
16. Approval of list of Holidays
17. Certification of Standing orders
18. Registration of Trade Union
19. Grant & Renewal of Certificates

Phases	Act Name / Service group	Directorate	Module Names	Service Names
Phase-I	Orissa Shops & Commercial Establishments Act, 1956 And Orissa Rules 1958	Labour	Registration of Shop & commercial Establishment	<ol style="list-style-type: none"> 1. New Registration of RC 2. Amendment/Transfer / Cancellation/ Closure of RC
	Contract Labour (R&A) Act, 1970 And Orissa Rules, 1975		Registration of Establishment and Issue of License to Contractor	<ol style="list-style-type: none"> 1. New RC 2. Amendment of RC/ Revocation of RC 3. New Licence / Renewal of Licence to Contractor 4. Amendment of License/ Revocation/ Suspension of License 5. Appeal
		Factories & Boilers	Plan approval and grant of licenses for Factories	<ol style="list-style-type: none"> 1. Approval of New Plan of Factories 2. Approval of Extension Plan of Factories 3. Registration and Grant of Factory license under the Factories

				<p>Act, 1948</p> <ol style="list-style-type: none"> 4. Renewal of Licence under Factories Act, 1948 5. Amendment of Licence under Factories Act, 1948 6. Transfer of Licence under Factories Act, 1948
Total Modules and Services in Phase-I			3 modules	13 Services
Phase-II	The Inter State Migrant Workmen (RE&CS) Act, 1979 and Orissa Rules 1980	Labour	Registration of Establishment and issue of License to Contractor/Agent for recruitment/employment of Inter State Migrant Workmen	<ol style="list-style-type: none"> 1. New Certificate of Registration 2. Amendment of Certification of Registration/Revocation of RC 3. New License / Renewal of License to Contractor/ Agent for Recruitment/ Employment 4. Amendments of License to Agent / Contractor/ Revocation/ Suspension of License 5. Appeal for Registration Certificate / License
	State Action Plan		<i>Implementation of State Action Plans for Migrant Workers and Child Labour</i>	<ol style="list-style-type: none"> 1. Voluntary Registration of Migrant Workers 2. Rescue of Child Labour and Follow Up Action
		Factories & Boilers	Registration & renewal of Boilers and approval of repair orders of boiler & steam pipeline drawing	<ol style="list-style-type: none"> 1. Registration/ Renewal of boiler under the Boilers Act, 1923/approval of repair orders of 2. Inspection of Boilers

				<p>and Issue of Provisional order for renewal / Grant of short duration certificate under the Boilers Act, 1923/ approval of repair orders of boilers</p> <p>3. Approval of erection permission of Boilers</p> <p>4. Approval of Steam Pipeline drawings under the Boilers Act</p>
Total Modules and Services in Phase-II			3 Modules	11 Services
Phases	Act Name / Service group	Directorate	Module Names	Service Names
Phase-III	Inspection Submission of monthly Report by DLOs, DLCs	Labour	Inspection and follow up action	1. Uploading of Inspection Report by the Inspector and follow up action / Submission of monthly Report by DLOs, DLCs
	Self-Certification/ Voluntary Compliance Scheme		Self Certification of Shops and Commercial Establishments/Start Ups	<ul style="list-style-type: none"> • Self-Certification of Orissa Shops & Commercial Establishments Act, 1956 And Orissa Rules 1958 • Self-Certification for establishment registered under Start-Up Odisha Policy 2016. <ul style="list-style-type: none"> i. Self-Certification Checklist for the Building And Other Construction Workers' (RE&CS), 1996 And Orissa Rules 2002 ii. Self-Certification

				<p>Checklist for the Inter State Migrant Workmen (RE&CS) Act, 1979 and Orissa Rules 1980</p> <p>iii. Self-Certification Checklist for the Contract Labour (R&A) Act, 1970 And Orissa Rules, 1975</p> <p>iv. Self-Certification Checklist for the Payment Gratuity Act, 1972 and Rules 1974</p> <ul style="list-style-type: none"> Enrolment/ compliance under the voluntary compliance scheme for Industries & Commercial Establishments. Self-Certification of Factories and Boilers
	The Building And Other Construction Workers' (RE&CS), 1996 And Orissa Rules 2002		Registration of Establishment	<ol style="list-style-type: none"> Certificate of Registration Amendment of Certification of Registration/ Revocation of RC Appeal
	Statutory Return	Factories & Boilers	Annual Return	<ul style="list-style-type: none"> Filing of combined Annual Returns by Owners/Employers of Factories / Establishment
	Statutory Inspection		Investigation and inspection reports	<ul style="list-style-type: none"> Inspection Reporting Management System & Self-Certification Scheme Accident Investigation Mock Drill
Total Modules and Services in Phase-III			5 Modules	7 Services

Phases	Act Name / Service group	Directorate	Module Names	Service Names
Phase-IV	The Motor Transport Workers Act, 1961 And Orissa Rules, 1966	Labour	Registration of Motor Transport undertakings	<ol style="list-style-type: none"> 1. New Certificate of Registration or Renewal of Certificate of Registration 2. Amendment or Transfer or Cancellation of Certificate of Registration
	The Beedi and Cigar Workers (CE) Act, 1966 And Orissa Rules, 1969		Licence to Industrial premises	<ol style="list-style-type: none"> 1. New License / Renewal of License 2. Cancellation of License 3. Appeal
	Endorsements and Validations	Factories & Boilers	Endorsements and Validations of Boiler Resource Persons (Attendant, Operation Engineer, Welder etc.)	<ol style="list-style-type: none"> 1. Endorsement of certificates of Boiler Attendants 2. Endorsement of certificates of Boiler Operation Engineers 3. Revalidation and Endorsement of Welder's certificate
	Examination		Examination for Boiler attendant and boiler operation engineers	<ol style="list-style-type: none"> 1. Boiler Operation Engineers' Certificate of Proficiency examination 2. Boiler Attendants' Certificate of Competency examination
Total Modules and Services in Phase-IV			4 Modules	10 Services

Phases	Act Name / Service group	Directorate	Module Names	Service Names
Phase-V	Odisha Industrial Establishments (National & Festival) Holidays Act, 1969 And Orissa Rules 1972	Labour	Approval of list of Holidays	1. Approval of list of Holidays
	Industrial Employment (Standing Orders) Act, 1946 And Orissa Rules 1946		Certification of Standing orders	1. Certification of Standing Orders 2. Modification of Certified Standing Orders
	The Trade Unions Act, 1926 And Regulation, 1941		Registration of Trade Union	1. Grant of Certificate of Registration 2. Amendment of Certification of Registration / Cancellation of CoR
	Grant & Renewal of Certificates	Factories & Boilers	Grant & Renewal of Certificates	1. Grant of certificate for manufacture of Boilers and pressure part components 2. Renewal certificate for manufacture of Boilers and pressure part components under the Boilers Act, 1923 3. Grant of Erector certificate for Boiler and Steam pipelines under the Boilers Act, 1923 4. Renewal of Erector certificate for Boiler and Steam pipelines under the Boilers Act, 1923 5. Grant of Repairer Certificate for Boilers and Steam pipeline under the Boilers Act, 1923 6. Renewal of Repairer Certificate for Boilers and Steam pipeline under the Boilers Act, 1923
Total Modules and Services in Phase - V			4 Modules	11 Services

Phases	No. of Modules	No. of Services	Development Plan
Phase - I	3 Modules	13 Services	16 Weeks
Phase - II	3 Modules	11 Services	6 Weeks
Phase - III	5 Modules	7 Services	6 Weeks
Phase - IV	4 Modules	10 Services	6 Weeks
Phase - V	4 Modules	11 Services	6 Weeks
Total Modules & Services from all Phases	19 Modules	52 Services	40 Weeks

7 Business Function Requirements:

7.1 Business requirements to be met by the system:

The SI shall implement all the necessary functional and technical and other supporting requirements to meet the above said services.

Indicative Functional modules and sub-modules of the system are shown in this section of the document. These modules are indicative only and SI can arrange these sub-modules into any other group as long as the system is delivering the services listed in section 7 of this document.

The overarching need is to e-enable the various services as identified in this document. The Functional Requirements Specifications provides an indicative workflow/ delivery channel / specifications envisioned to fructify the services.

Note for Labour Directorate Services: The Labour Directorate governs multiple acts and rules. A typical life cycle is as follows: Registration -Licence - Returns – Inspections etc. At present services related to

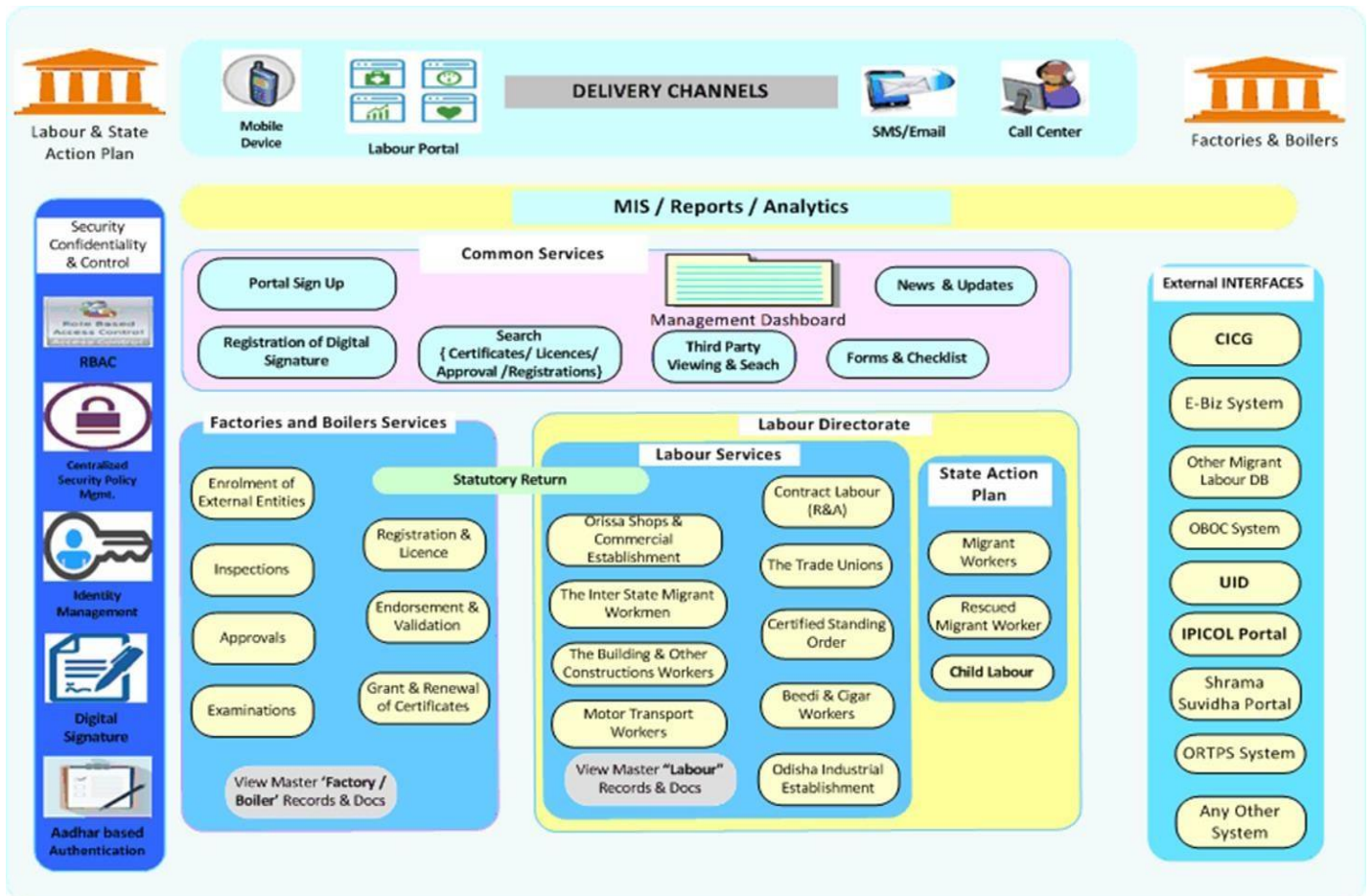
Registration / License have been identified for fruition and e-enablement.

It would be pertinent to mention here that the System should be so designed so that additional services, if designed and desired by the Directorate, can be implemented without affecting the design of the system.

The workflow automation and look and feel of the envisaged PARESHRAM application should be similar to OSWAS application. In this regard, the bidders are encouraged to view the OSWAS application. Department may facilitate such visits by the interested bidder.

The various functional modules of the proposed project are shown in the figure below:

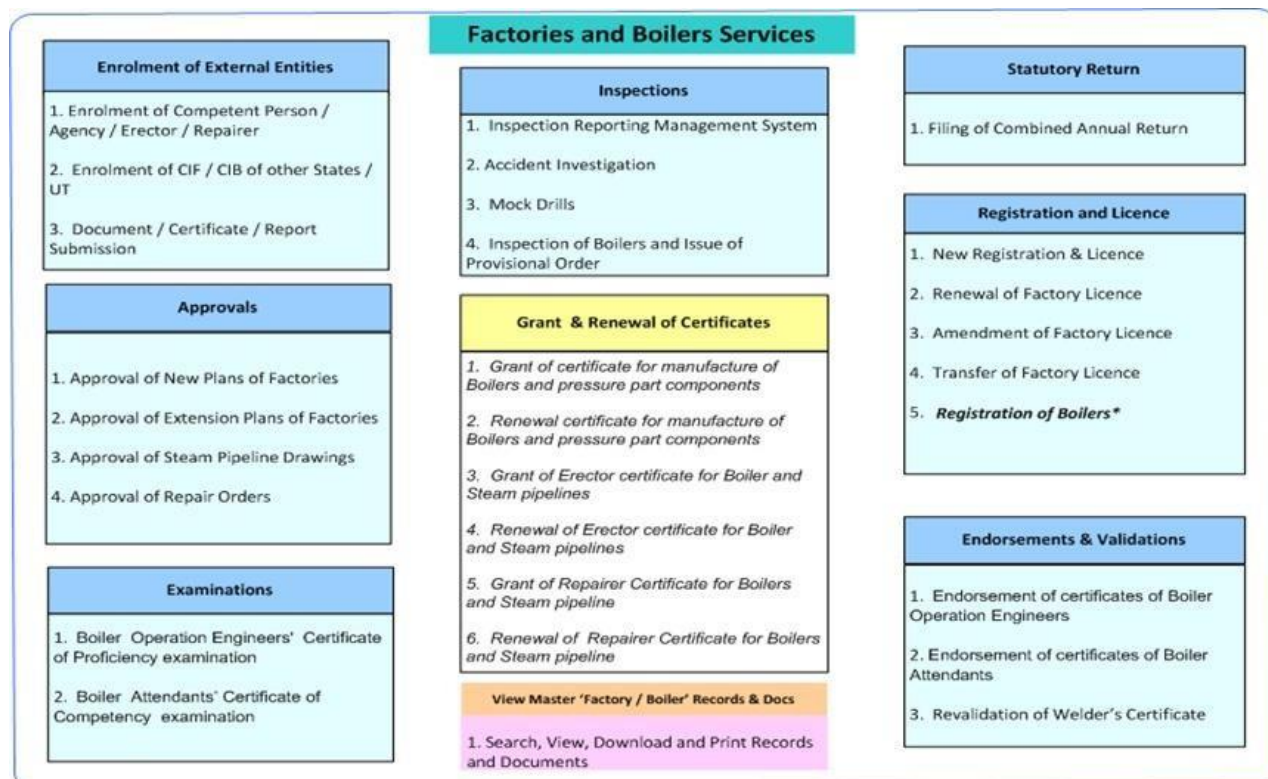
7.2 Envisioned Overall Functional Architecture



7.3 Functional Architecture of Labour Directorate



7.4 Functional Architecture of Factories and Boilers Directorate



7.5 Functional Description:

7.5.1 Common Services

Portal Sign Up:

An online Portal Interface which will allow applicants to enter personal details (such as name, address, mobile number, email id etc.) and business details etc.

An online system which will allow the applicants who are having license/ registration to enter their license / registration details along with the scanned copy of the same and also complete online authentication for submitting the details.

In respect to foreign national applicants system shall capture the passport details /Unique identifier etc. Provision for registering Digital Signature and complete online authentication for signing up into the portal

7.5.2 Register Digital Signature:

An online mechanism which will allow the Business and other Users to Register their Digital Signature, along with the type of the Digital certificate as per DSC and also to capture and validate the PIN details for the successful registration of digital signature.

Search (Certificates/ Licenses/ Approval / Registration)

An online system which will allow Department / Third Party User to search the certificates / licenses / approval / registrations on selection of one or more parameters or combinations thereof considering all the attributes of the portal

7.5.3 Other Search / Reports:

An online system which will allow the directorate user to enter the aspect he / she might be interested in and accordingly the results will be displayed on the screen

7.5.4 Forms and Checklists

The portal will have a separate section where all the relevant forms along with the checklist of mandatory documents required requesting that service shall be present. There should be search feature in this section to identify the relevant form / checklist based on one or more parameters or combinations thereof. This section would also have against each service an average timeline to deliver the services.

7.5.5 Management Dashboard:

In order to govern and monitor the business functions of the Directorate, a Management Dashboard (MIS Report) is envisioned to be there. An online interface which will allow Department Users to access all monitoring information and related indicators for each and

every directorate user. It should also allows Department Users to act on pending processes and to check the status of the process in various levels

7.5.6 **News and Updates:**

This section of portal will provide the latest information with reference to the developments in the departments / Information regarding Meetings and Other Department programs / Notifications & Circulars of departments and also News articles on services provided by Departments. This service can bring the awareness to the Directorate users by providing the regular updates of the activities on a timely basis.

7.5.7 **Frequently Asked Questions:**

The Portal should have a FAQ section where frequently asked questions should be displayed in a Question and Answer format.

7.6 **Labour Directorate Services:**

- Orissa Shops & Commercial Establishments Act, 1956
- New of RC
- Amendment or Transfer or Cancellation or Closure of RC

Online system which will allow User /Applicant to submit the application in the e-form, make payment, tracking of the application and authentication for submission of the application.

Online workflow process system which shall allow directorate user to review and validate the documents submitted and also provide directorate user to approve or reject the application. Feature to issue 2D Bar Coded Digitally Signed Registration Certificate.

Online system which will allow the User / Applicant to download the digitally signed New RC / Renewed RC / Amended RC copy or Cancellation letter.

7.6.1 **Services under Contract Labor (R & A) Act**

- New RC
- Amendment/Revocation of RC
- New License / Renewal of License to Contractor
- Amendment/Revocation/Suspension of License
- Appeal

Online system which will allow User /Applicant to submit the application in the e-form, make payment, tracking of the application and authentication for submission of the application.

Online workflow process system which shall allow directorate user to review and validate the documents submitted and also provide directorate user to approve or reject the application. Feature to issue 2D Bar Coded Digitally Signed Certificate.

Online system which will allow the User / Applicant to download the digitally signed New RC / Amended RC / New License or Renewed License / Amended License copy or Cancellation letter.

In case of Licence, the system shall validate the bonafide of the Registration / Licence of Principal Employer.

*Appeal would follow a similar workflow.

7.6.2 **Services under the Inter-State Migrant Workmen Act**

- New Certificate of Registration
- Amendment/Revocation of Certification of Registration
- New License/Revocation/Suspension of / Renewal of License to Contractor/ Agent for Recruitment/ Employment
- Amendments of License to Agent / Contractor
- Appeal for Registration Certificate / License

Online system which will allow User /Applicant to submit the application in the e-form, make payment, tracking of the application and authentication for submission of the application.

Online workflow process system which shall allow directorate user to review and validate the documents submitted and also provide directorate user to approve or reject the application. Feature to issue 2D Bar Coded Digitally Signed Certificate.

Online system which will allow the User / Applicant to download the digitally signed New RC Renewed RC/ Amended RC or Cancellation letter.

In case of License, the system shall validate the bonafide of the Registration / License of Principal Employer.

*Appeal would follow a similar workflow.

7.6.3 **Services under Motor Transport Workers Act**

- New Certificate of Registration or Renewal of Certificate of Registration
- Amendment or Transfer or Cancellation of Certificate of Registration

Online system which will allow User /Applicant to submit the application in the e-form, make payment, tracking of the application and authentication for submission of the application.

Online workflow process system which shall allow directorate user to review and validate the documents submitted and also provide directorate user to approve or reject the application. Feature to issue 2D Bar Coded Digitally Signed Certificate.

Online system which will allow the User / Applicant to download the digitally signed New RC /Renewed RC/ Amended RC or Cancellation letter.

Online system which will allow the User / Applicant to download the digitally signed New RC /Renewed RC/ Amended RC or Cancellation letter.

7.6.4 **Services under The Building & Other Workers (RE&CS)Act**

- Certificate of Registration
- Amendment /Revocation of Certification of Registration
- Appeal

Online system which will allow User /Applicant to submit the application in the e-form, make payment, tracking of the application and authentication for submission of the application.

Online workflow process system which shall allow directorate user to review and validate the documents submitted and also provide directorate user to approve or reject the application. Feature to issue 2D Bar Coded Digitally Signed Certificate.

Online system which will allow the User / Applicant to download the digitally signed New RC / Amended RC or Cancellation letter.

*Appeal would follow a similar workflow.

7.6.5 **Services under The Building & Other Workers Act**

- Certificate of Registration
- Amendment of Certification of Registration
- Appeal

Online system which will allow User /Applicant to submit the application in the e-form, make payment, tracking of the application and authentication for submission of the application.

Online workflow process system which shall allow directorate user to review and validate the documents submitted and also provide directorate user to approve or reject the application. Feature to issue 2D Bar Coded Digitally Signed Certificate.

Online system which will allow the User / Applicant to download the digitally signed New RC / Amended RC / New License or Renewed License / Amended License copy or Cancellation letter.

*Appeal would follow a similar workflow.

7.6.6 **Services under the Trade Unions Act**

- Granting Certificate of Registration
- Amendment /Cancellation of Certification of Registration

Online system which will allow User /Applicant to submit the application in the e-form, make payment, tracking of the application and authentication for submission of the application.

The system would check the uniqueness of the proposed Trade Union name, perform Aadhar based Identification of the office bearer of the Union.

Online workflow process system which shall allow directorate user to review and validate the documents submitted and also provide directorate user to approve or reject the application. Feature to issue 2D Bar Coded Digitally Signed Certificate.

7.6.7 **Services under The Certified Industrial Employment (Standing Orders)Act:**

- Certification of Standing Order
- Modification of Certified Standing Order

Online system which will allow User /Applicant to submit the application in the e-form, make payment, tracking of the application and authentication for submission of the application.

Online workflow process system which shall allow directorate user to review and validate the documents submitted, to verify the trade union details, to schedule date for hearing and also provide directorate user to approve or reject the application along with the digital signature based on the scrutiny done.

Online workflow process system which shall allow directorate user to review and validate the documents submitted and also provide directorate user to approve or reject the application. Feature to issue 2D Bar Coded Digitally Signed Certificate.

- **Services under The Odisha Industrial Establishments (N&F) HolidaysAct:**
- Approval of Holidays

Online interface having the workflow to allow the User /Applicant to submit the application; tracking of the application and authentication for submission of the application and also to capture the suggestions or objections when notified by Department User.

Online workflow process system which shall allow directorate user to verify the trade union details, to notify the trade union for suggestions & objections and also ability to approve the list of holidays.

Online system which will allow the User / Applicant / Employer to download the approved list of holidays.

7.6.8 **Services under State Action Plan**

- **Voluntary Registration of Migrant Workers**

The Gram Panchayat User can capture details of the Migrant Worker, family member details, along with the Agent / Employer Name etc. The Gram Panchayat User shall also capture the Government Issued ID Card, Bank Details etc. On successful registration of the Migrant Worker, the Card shall be printed in a pre-printed format which will have the

address and contact details of Helpdesk/Odisha Association/ Labour Commissioner office of the destination state.

This service can be delivered from the Gram Panchayat Office in both Online and Offline mode subject to availability to internet connection

It will have provisions to capture the grievance of the Migrant Worker on return to Odisha.

- **Rescue of Child Worker and Follow Up Action**

As above, with additional feature to capture the details of delinquent employer and capture details of action taken thereof.

- **Inspection:**

Uploading of Inspection Report by the Inspector and follow-up action Online Approval of Draft Prosecution Report

Scheduling of Inspection under CIG / Composite Inspection or on complains can be done online by the Directorate User. Additionally, based on predefine business logic system shall also have the prowess to schedule Inspections. Notification to relevant stakeholders about the Inspection schedule shall be sent through SMS / Portal. System shall allow capturing data at the Inspection site and generation of Inspection Report.

- In case of violations the Establishments shall make necessary rectifications or in case of non-violation upload compliance report. For non-compliance Show Cause can be issued and on further non- compliance Draft Prosecution can be generated, approved online.
- Submission of Monthly Reports/ Returns on implementation of various labour laws in the prescribed forms by DLOs/ DLCs for MIS data.

Search Records / Document of Businesses

Digitized data and the scanned supporting documents of each Registration/ License for the last Calendar shall reside in the system.

System will allow the Directorate to search such records on parameters such as Registration Number / License Number or combinations thereof and retrieve the record. The Metadata of the Registration / License shall be digitized and the supporting document shall get linked and tagged to such records. Directorate official can click – view – download – print such records.

Note: For all the services, the system shall provide access to the Users to "CLICK – VIEW – DOWNLOAD– SAVE – PRINT" the relevant supporting documents within the respective SERVICE Workflow

7.7 Factories and Boilers Directorate Services

7.7.1 Enrolment of External Entities

7.7.2 Enrolment of Competent Person / Agency / Erector / Repairer

Online mechanism to enroll Competent Person / Agency / Erector / Repairer in the system. Application, supporting document along with fee, as applicable, can be made. Directorate officials can review and scrutinize the application and on being satisfied issue Certificate in the relevant category.

Thereafter, credentials for Portal shall be created, using which, these enrolled entities can transact with the Directorate.

7.7.3 Enrolment of CIF / CIB of other States / UTs

CIF / CIB of other States / UTs would also get enrolled in similar manner and transact business with the Directorate in rendering services such as endorsement of certificates etc.

Certificate / Document / Report Submission by Enrolled Entities

Online feature to submit documents / certificates such as Stability Certificate/ Safety Policy by the enrolled external entities in the envisioned system. These documents shall be digitally signed by the external entities. System would assign a unique number to each document submitted by the external entities.

7.7.4 Statutory Return

Online feature/functionality to submit Combined Annual Return (CAR) by the businesses / Factories. System should have control to ensure that the mandatory data is filled by the Factory user. Some data like Registration / License details shall get auto – populated .

Provision would be there for Directorate users to assess submitted CAR and check the veracity of the data. System should have inbuilt feature to identify CAR which has variance to the data submitted vis a vis empirical data. System features would enable Directorate Users to ask for clarifications and resubmission of CAR.

Reminders and alerts shall be there to prompt the Factory User to file CAR.

7.7.5 Statutory Inspection

7.7.6 Inspection Management Reporting System

Scheduling of Inspection (Regular Inspection) can be done online by the Directorate User. Additionally, based on predefine business logic, system shall also have the prowess to schedule Inspections. Notification to relevant stakeholders about the Inspection schedule shall be sent through SMS / Portal.

The Inspection Process shall be carried out with the help of Mobile Application having functional feature to capture data for the parameters as required under the Act. It will have features to capture pictures of violations (geo and time tagged). Mandatory data columns would be defined in the system.

The System shall generate the Inspection Report with details of Violations and Non Compliance. The System shall allow the Inspecting Official to Digitally Sign the Inspection Report and Upload in the System (Central Server). Factory / Business can download the Report.

Upon action taken on Violations and Non Compliances, Factory/ Business can upload such actions in the form of Compliance Report along with images with geo tagged for the Directorate to review and approve.

Timelines (with grace time) would be entered in the report and the System based on such timelines shall send reminders and alerts for compliance. Lack of Compliance within the defined timelines shall lead towards initiate action.

7.7.7 Mock Drills

Scheduling of Inspection can be done by Directorate User / Factory user using the Online mechanism. Notification to relevant stakeholders about the Inspection schedule shall be sent through SMS / Portal.

The Mock Drill shall be carried out with the help of Field Going Device with Mobile Application installed having functional feature to capture data for the parameters as required under the Act. It will have features to capture pictures of violations (geo and time tagged). Mandatory data columns would be defined in the system.

The System shall generate the Report with details of Violations and Non Compliance. The System shall allow the Inspecting / Factory Users to Digitally Sign the Report and Upload in the System (Central Server). Factory / Business can download the Report.

7.7.8 Accident Investigations

System would allow the factory to intimate the Directorate in case of any Accident. Otherwise, also, Directorate officials can also log in to the system and put information about any accident. System would notify the concerned officials.

Accident Investigation would be carried out with the help of Field Going Device having Mobile app installed in it. The Mobile App would have the functional feature to capture the data as stipulated within the act.

Accident Investigation Report would be generated and the same shall get uploaded in the System (Central System).

7.7.9 Inspection of Boilers and Issue of Provisional Order / Certificate

The system would allow the Factory Users to apply online for Inspection of Boilers (New and Operating). The system would allow the User to select either the Directorate / enrolled Competent Person to conduct the Inspection of Boilers. Notification to both Directorate / Competent person shall be made through SMS and Portal.

System shall also have the features to allow the Directorate Users to schedule surprise Inspections The Inspection would be carried out using a Field Going Device which has Mobile app installed which would functionally define the data that mandatorily needs to be captured as stipulated in the Act. Data for Thorough Testing and Hydraulic Testing shall be captured as stipulated by the Act.

Inspection whether carried by Directorate Officials or Competent Person shall use the same Mobile App to conduct the Inspection. The data / image captured during Inspection process shall be geo and time tagged.

Provisional Orders / Certificates shall be generated by the System following the workflow as per Directorate norms.

In case of negative Inspection Outcome, Repair Order would be generated and submitted to the Directorate officials for approval

7.8 Statutory Approvals

7.8.1 Approval of New Plan of Factories

Online application along with supporting documents and payment. Provision for checking the completeness and correctness of the document supplied. In case of insufficient document, the system has features to request additional submission of documents. Provisions to schedule date and time for Technical Discussion for the plan submitted by the Factory User.

Workflow based approach to capture the remarks / observations of the Directorate Official. On being satisfied another Directorate Official can approve and issue a Letter of Approval. Otherwise, system shall have features to ask for compliance documents

Letter of Approval shall be generated by the system and communicated to the Factory via email and Portal.

7.8.2 Approval of Extension Plan of Factories

Functionally, as above, with additional capability to refer earlier documents / plans submitted by the Factory.

7.8.3 Approval of Repair Order (In continuation to service 3d)

Online mechanism to approve the Draft Repair Order generated by the Directorate Officials. Workflow based approach to scrutinize the Repair Order generated in Service 3d. On being satisfied, approve the same and issue it to the Factory email / Portal. Also have features to allow the Directorate Officials to modify, seek more information and thereafter finalize the Repair Order.

7.9 Endorsements and Validations

7.9.1 Endorsement of certificates of Boiler Operation Engineers issued by other States / UT

Online application along with supporting documents and payment to the Directorate for endorsement of Certificate issued by Other States/ UT.

System should have the feature to enroll the CIF / CIB of other States and UTs. CIB / CIF can log in and provide comments on the veracity of the certificate submitted for endorsement. Directorate Official can also email the submitted certificate to the issuing State / UT. Physical posting of certificates is also catered for.

On receiving the comment of the issuing State / UT through either of the mechanism (email / portal / post) the same shall be stored in the system. Directorate Official can instruct the concerned employee to endorse and post it.

Tracking of application at any stage of application would be feature of the system.

7.9.2 Endorsement of certificates of Boiler Attendants issued by Other States / UTs

As above

Revalidation of Welders Certificate

As above, with additional feature to suggest the applicant to appear in an Requalification Test

7.10 Registration and License

7.10.1 New Registration and License

Online application along with supporting documents and applicable fee for obtaining Registration and License. Directorate official shall review the application and seek clarification / additional document, if required.

Field Verification shall be scheduled and the notification shall be sent to the Factory applicant. Field Verification shall be carried out using Field Going devices which will have

the mobile app to capture the data as stipulated in the Act. Images shall be time and geo tagged for the Field Verification process.

Report shall be generated and stored in the System (Central Server). The same can be downloaded, reviewed by Directorate Officials.

On being satisfied, Directorate Official would issue the Registration and License document. These documents would be delivered in the email and Portal of the Applicant.

7.10.2 Renewal of Factory License

As above. The Directorate official may exercise to conduct Field Verification depending on duration of License sought, Industry category etc.

7.10.3 Amendment of Factory License

As above, with additional facility to refer past documents / records of the applicant. System should also check completion of dependent services such as approval of Extension of Plan etc. The Directorate official may exercise to conduct Field Verification depending on duration of License sought, Industry category etc.

7.10.4 Transfer of Factory License

As above, with the ability to seek additional mandatory document; feature to schedule management discussion before the transfer is executed.

7.11 Examinations

Online advertisement of examinations, receiving application along with supporting documents and payments; issue of Admit Card and notifying the applicant about examination date and venue. Conduct Computer Based Tests and online correction of Tests. Deciding the success or failure of a candidate on selecting the top candidate on marks relevant social category such as SC/ ST/ OBC/ Women/ Handicapped etc.

Publishing list of successful candidates in the system and notifying the candidate about the interview schedule. Capturing the marks of the candidate in interview and putting that in the system and selecting the top candidates as per marks and social category such as SC/ ST/ OBC/ Women/ Handicapped etc.

7.12 Search Records / Document of Factories

Digitized data and the scanned supporting documents of each factory shall reside in the system. Each Registration / License / Approval application would have supporting documents. The system should have the ability to tag the document of each Factory

against each parameter such as Stability Certificate /Agreement / Health and Safety Policy etc.

System should allow the Directorate to search such records on parameters such as Registration Number / License Number / Name of the Factory / Occupier / Factory Manager and Pin code / District / Industrial Estate / NIC etc. or combinations thereof and retrieve the record. The Metadata of the Factory shall be digitized and the supporting document shall get linked and tagged to such records. Directorate official can click – view – download – prints such records.

Note: For all the services, the system shall provide access to the Users to “CLICK – VIEW – DOWNLOAD – SAVE – PRINT” the relevant supporting documents within the respective SERVICE Workflow

It is reiterated, for detailed FRS, the bidder is instructed to read the FRS document labeled as Annexure : FRS Labour and Annexure: FRS F&B.

8 Technical Requirement:

8.1 Solution and Application Architecture

A centralized architecture (servers and processing at single and central location) has been proposed for the envisioned project. All requests from internal and external users will be sent to this system, located in a central place for processing. All users will access the application through local or remote terminals using a browser (through internet for external users and through internet or VPN for internal users).

The overall technology solution shall be based upon the most relevant and suitable architecture standards including standards for Service Oriented Architecture (SOA), XML services & necessary protocols for internet applications.

Application developed should be integrated with SMS Gateway, Payment Gateway (Integrated Financial Management System) / Instruments etc.

It is also suggested that the application proposed for design and development for the project must follow best practices and industry standards. In order to achieve the high level of stability and robustness of the application, the system development life cycle must be carried out using the industry standard best practices and adopting the security constraints for access and control rights. The various modules / application should have a common Exception Manager to handle any kind of exception arising due to internal/ external factors.

The modules of the application are to be supported by the Session and Transaction Manager for the completeness of the request and response of the client request. The system should have a module exclusively to record the activities/ create the log of activities happening within the system / application to avoid any kind of irregularities within the system by any User / Application.

Application Architecture to be proposed by the bidder should be of N-tier architecture.

8.2 Envisioned Technical Architecture

The Technical Architecture of the System would be multi layered. The architecture is scalable both vertically and horizontally with security features.

The salient features of the layers are as follows:

8.2.1 **Presentation Layer:** The user shall interact and transact business with this layer. The layer shall provide the following features to users such as personalization, enterprise search, analytics etc.

All services either requested or delivered would be orchestrated through this layer.

8.2.2 **Web Experience and Content Management Layer:** This layer of the system provides for content targeting, content authoring, Web Content Personalization, Multi-Channel Delivery, Information Rights Management etc.

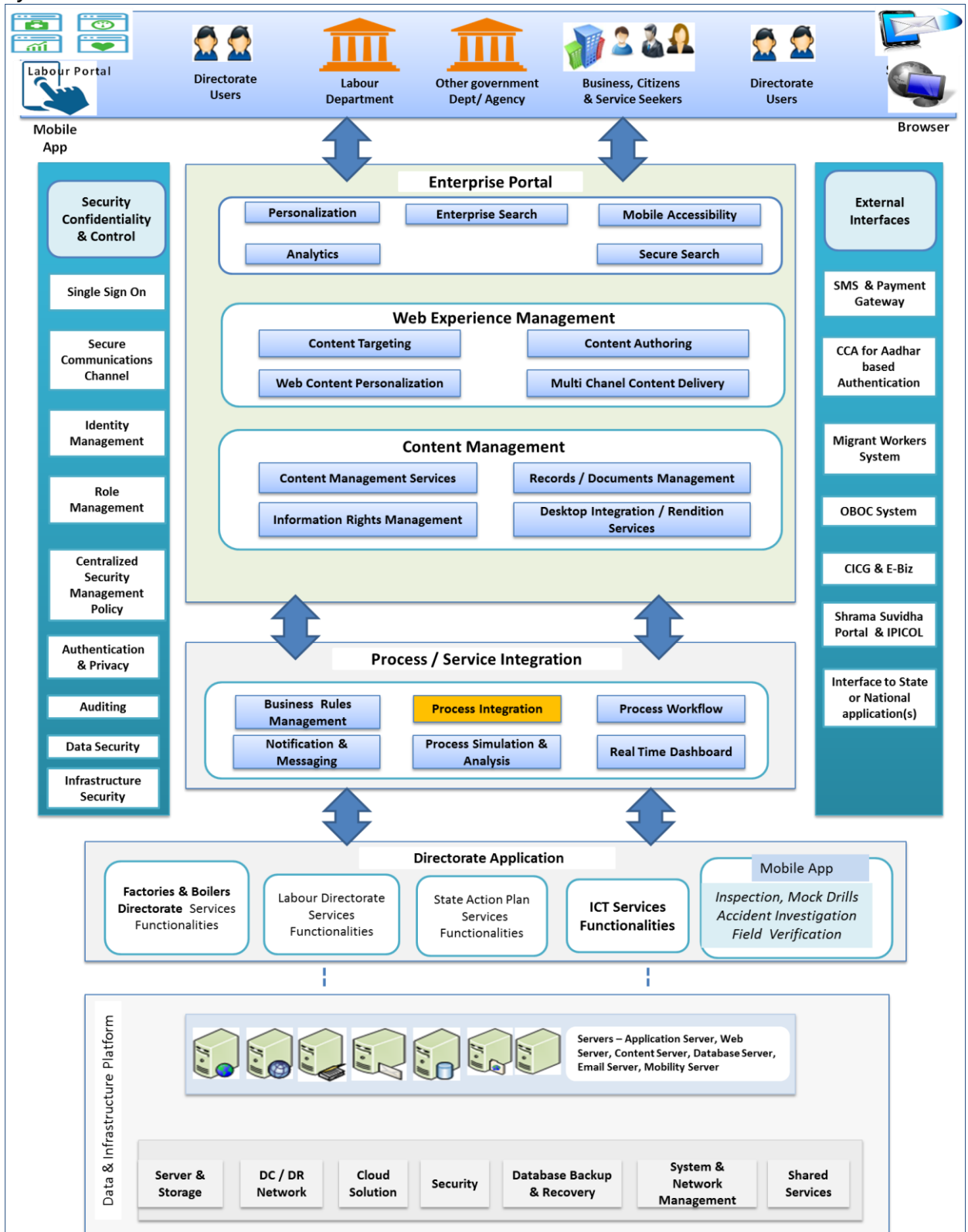
8.2.3 **Process and Service Integration Layer:** This layer facilitates integration of multiple business processes with the help of defined business rules. It also facilitates real time dashboard and data exchange

8.2.4 **Application Layer:** This layer of the System would have the various software applications which serve the business functionalities of the directorates/ department. Additional services shall be added, modified at this layer. The layer on top of this integrates the various business processes.

8.2.5 **Infrastructure and Data Layer:** This layer contains the host of hardware, software, Network, used for storing data, exchanging data, system software, business software etc.

8.3 **Security Confidentiality and Control Services:** This runs vertically across the entire architecture providing security services to the various services. The architecture provides security services such as Single Sign On, Authorization and Privacy (e-Sign), Secure Communications, Identity Management, Role Management etc.

8.4 External Interface: This layer facilitates in providing access to external stakeholders in pushing and pulling data with the Systems



8.5 Enterprise Portal for Labour – Gateway to All Services

8.5.1 Personalization

The Enterprise Portal and its web pages should have the feature to be personalized based on the characteristics (interests, category, and context) of the logged in user.

Personalization of portal includes the following:

- Remembering user preferences in the applications.
- Option to change skins based on the theme for better user experience.

8.5.2 Enterprise Search

Enterprise search is the practice of making content from multiple enterprise-type sources, such as databases and intranets, searchable to a defined audience. Enterprise search systems index data and documents from a variety of sources such as: file systems, intranets, document management systems, e- mail, and databases.

8.5.3 Mobile Accessibility

Mobile accessibility will enable dissemination of information from the applications through wide range of mobile devices and gadgets. This will make the PARESHRAM portal both portable and accessible. Mobile accessibility guidelines should be according to the Mobile Web Best Practices Guidelines (MWBP).

8.5.4 Analytics

Analytics is the process of obtaining an optimal or realistic decision based on existing data. It is typically carried out within an information system. Common applications of analytics include the study of data using statistical analysis in order to discover and understand historical patterns in order to predict and improve business performance in the future. From the portal interface, various audits, analytical and statistical data and real time dash board, relevant notifications should be available for business users, portal managers and administrators.

8.5.5 **Secure Search**

Secure search in the application will be an encrypted end-to-end encrypted search solution between the user's computer and server. This secured channel will help protect search terms and search results pages from being intercepted by a third party and provide a more secure and private search experience.

8.5.6 **Web Experience Management**

Department / Directorate would need to provide a strategy for delivering a seamless online experience for its external stakeholders like Businesses / Citizens / Department Officials etc. In order to do that, Department / Directorate would need to do more than just streamline the online experience; they need to connect the external user experience across the multi-channel online and offline user experience.

8.5.7 **Content Targeting**

Content targeting capability will allow Department / Directorate display relevant content with high probability to be consumed, to specific groups of users in the enterprise portal.

8.5.8 **Content Authoring**

The content authoring environment of the Portal will be the most important aspect of the underlying content management system. There are a wide range of possible authoring environments that can be used with a content management system, including:

- WYSIWYG authoring
- Markup-based authoring
- Template-based authoring
- Authoring using a desktop application
- XML-based authoring
- Importing from data sources

Content authors can create Web site information using intuitive Web-based forms or standard business applications they already know, such as Office tools. This content authoring could also be provided for by from editing relevant section on the website by authorized users and associated workflows to approve the same.

8.5.9 **Web Content Personalization**

Web Content Personalization is defined as software and data analysis techniques that deliver content, in real-time, specific to the individual visiting a website. Web personalization models include rules-based filtering and collaborative filtering, which serves relevant material to users by combining their own personal preferences with the preferences of others in the same user category. There are three categories of personalization:

- Profile / Group based such as Competent Person / Businesses etc.
- Behavior based
- Collaboration based

The web pages as well as content and maps will be served based on roles, departments and verticals.

8.5.10 **Multi-channel content delivery**

The application should be capable to provide a strong platform to promote content through multiple channels like mobile apps, email, RSS, alerts etc. Provision for multi-device channel support for performing various actions related to all business process of Department / Directorate.

8.6 **Content Management**

Some of the key issues are to streamline the activity of searching, retrieving and tracking documents when needed. The storage of the documents is another business requirement to improve internal efficiency, both in terms of space and secure preservation. Keeping the above issues in mind, the Document Management System

(DMS) application, to be implemented, should be equipped with the following key features:

8.6.1 **Content Management Services**

Content Management is the set of processes and technologies that support the collection, managing and publishing of information in digital format, which may be in the form of text, such as documents, multimedia files, such as audio or video files, or any other file type which follows a content lifecycle which requires management.

8.6.2 **Records / Documents Management**

Records management is the practice of maintaining the records of an organization from the time they are created up to their eventual disposal. This may include classifying, storing, securing, and destruction (or in some cases, archival preservation) of records. Digital information which can be covered in record management can include office documents, databases, application data, and e-mail. Records management is primarily concerned with the evidence of an organization's activities, and is usually applied according to the value of the records rather than their physical format. The Records Management platform should adhere to the relevant industry standards like DoD 5015.02-STD and ISO 15489-1: 2001. The features should comprise the following

- Records identification
- Storing records
- Retrieval of records
- Circulation of records
- Definition of retention policy
- Disposal of records

8.6.3 **Rendition Services**

Rendition Services generate copies of documents in commonly accessible file formats such PDF or TIFF etc. for distribution throughout an organization. These copies are called renditions. Because users cannot edit most rendition formats,

Department can publish and distribute renditions of important documents without losing control over the content. Renditions provide other benefits too. Users can open renditions with free viewer software, so the renditions are accessible to a wider audience.

8.6.4 **Capture and Indexing**

Scanning and Capture solution that come with an ECM solution has provisions for single as well as bulk document import into the DMS repository along with the metadata. It supports direct upload of Scanned Document to DMS repository. Scanning solution should support ISO standardize PDF/A format for long term archival. It should support centralized deployment of scanning templates so that the central user can deploy the scanning templates at multiple locations. Support for major scanning standards including but not limited to TWAIN and ISIS scanning.

8.6.5 **Metadata Management**

The file metadata should be browsed any user who has at least a "browse" permission level on the file. The metadata can be very detailed containing the categories, keywords (for searching or indexing), multiple author names, date of processing (or creation). But more importantly, metadata should be in searchable format.

8.6.6 **Integration and Interoperability**

The prime idea behind the integration functionality is that the user should be able to retrieve existing documents directly from the document management system repository, make changes, and save the changed document back to the repository as a new version, all without leaving the application. The DMS software should cooperate with other software packages in several ways. The integration on a number of occasions uses open standards like ODMA, LDAP, WebDAV and SOAP. The DMS should be CMIS (Content Management Interoperability Services) compliant.

8.6.7 Process / Service Integration

8.6.7.1 Service Oriented Architecture:

Service Oriented Architecture (SOA) strategy at the enterprise level is a fundamental requirement for the envisaged application, as this will help Department enhance the flexibility of the / administrative / regulatory/ technical processes along with reducing IT costs. Despite being an IT architectural approach, the architecture will combine people, process and technology to establish a technology framework which will serve the day-to-day operations across Department / Directorate and also re-use components to accommodate ongoing needs, change and growth of Department.

Following are some of the characteristics of the architecture designed:

- Requires being built on Open Standards
- Align Department / Directorate processes with IT
- Integrate functions and processes across Department / Directorate
- Enables agility, flexibility and responsiveness
- Sets framework for integrating external and legacy applications
- At its core, SOA will allow the various Department application functionalities to be exposed as services to other applications (and vice versa), providing exchange of information using a standards-based approach.

8.6.8 Process integration

Process Integration layer of the Department / Directorate application will automate complex business processes or provide unified access to information that may be scattered across many systems. Process Integration will provide a clean separation between the definition of the process in the process model, the execution of the process in the process manager, and the implementation of the individual functions in the applications. This separation will allow the application functions to be reused in many different processes.

8.6.9 Service Integration

Service Integration requires the various applications of Department / Directorate to be defined as reusable, easily changeable components of business functionality and interrelation of these various components.

8.6.10 **Process / Human Workflow**

A workflow management system is a computer system that manages and defines a series of tasks within an organization to produce a final outcome or outcomes. Workflow Management Systems allow users to define different workflows for different types of jobs or processes. At each stage in the workflow, one individual or group is responsible for a specific task. Once the task is complete, the workflow software ensures that the individuals responsible for the next task are notified and receive the data they need to execute their stage of the process. Workflow management systems also automate redundant tasks and ensure uncompleted tasks are followed up. Workflow management systems may control automated processes in addition to replacing paper work. A workflow management system also reflects the dependencies required for the completion of each task.

8.6.11 **Process Simulation & Analysis**

Process simulation is used for the design, development, analysis, and optimization of technical processes. Process simulation is a model-based representation of technical processes and unit operations in software.

8.7 **Security, Confidentiality and Control**

8.7.1 **Single Sign-On**

Single Sign-On (SSO) is a property of access control of multiple related, but independent software systems. With this property a user will log in once to the System and gain access to all systems without being prompted to log in again at each of them. Single sign-Off is the reverse property whereby a single action of signing out terminates access to multiple software systems.

As different applications and resources support different authentication mechanisms, single sign-on has to internally translate to and store different credentials compared to what is used for initial authentication.

8.7.2 **Secure Communication Channels**

Secure communication channels ensure that data is protected from accidental or deliberate (malicious) modification while in transit. Hypertext Transfer Protocol Secure (HTTPS) is a combination of the Hypertext Transfer Protocol (HTTP) with SSL/TLS protocol to provide encrypted communication and

secure identification of a network web server – the main idea of which is to create a secure channel over an insecure network.

8.7.3 **Identity Management**

Identity Management refers to the processes and technologies involved in managing and maintaining digital identities for the purpose of administering physical and logical access.

Identity Management and Single Sign-On (SSO) would provide the capability to use the single credentials per user to access all features/modules/components of envisioned system. This would also be responsible for disallowing multiple logins to the system from different machines.

8.7.4 **Role Management**

Role management deals with managing authorization, which enables administrators to specify the resources that users in your application are allowed to access. Role management treats groups of users as a unit by assigning users to roles such as Competent Person / Inspecting Official, Chief Inspector of Factories, and so on. Users can belong to more than one role. Roles give the flexibility to change permissions and add and remove users without having to make changes throughout the site. Access rules can be defined in ICT system based on role management – such rules can be made independent from individual applications.

8.7.5 **Authorization & Privacy**

Authorization refers to determining the roles, responsibilities and level of access to be granted to the user based on his profile. As heterogeneous information systems with differing privacy rules are interconnected and information is shared, policy appliances will be required to reconcile, enforce and monitor an increasing amount of privacy policy rules. There are two categories of technology to address privacy protection in commercial IT systems:

- **Privacy Policy Communication**

P3P - The Platform for Privacy Preferences is a standard for communicating privacy practices and comparing them to the preferences of individuals.

- **Privacy Policy Enforcement**

XACML - The Extensible Access Control Markup Language together with its Privacy Profile is a standard for expressing privacy policies in a machine-readable language which a software system can use to enforce the policy in enterprise IT systems.

WS-Privacy - "Web Service Privacy" will be a specification for communicating privacy policy in web services. For example, it may specify how privacy policy information can be embedded in the SOAP envelope of a web service message.

8.7.6 **Auditing**

An information technology audit, or information systems audit, is an examination of

the management controls within an Information technology (IT) infrastructure. The evaluation of obtained evidence determines if the information systems are safeguarding assets, maintaining data integrity, and operating effectively to achieve the organization's goals or objectives. These reviews may be performed in conjunction with a financial statement audit, internal audit, or other form of attestation engagement. Protecting the valuable IT assets of Department / Directorate such as computers, networks, and data requires Department/ Directorate has their own IT security audits in order to get a clear picture of the security risks they face and how to best deal with those threats.

8.7.7 Data Security

Data Security measures is intended to ensure that data and data systems are protected against a variety of threats such as sabotage, unauthorized disclosure, fraud, service interruption, misuse and natural disaster. Adequate protection against such threats will ensure availability, confidentiality and integrity of data. Data security technologies include disk encryption, hardware based mechanisms for protecting data, backups, data masking, data erasure, etc.

8.7.8 Leverage ICT pillars / infrastructure created by GoI

Government of India has created institutions and infrastructure for authentication of users. One such institution is Controller of Certifying Agencies. Agencies empanelled provide e-Sign services. Such services should be leveraged to authenticate user credentials to ensure bonafide of service request and non-repudiation.

8.8 Integration & Interfacing Requirements

8.8.1 Applications

The envisioned portal and application shall be open for integration, interfacing and data exchange with other Government Applications with platform and technology independent facility in it. Further the proposed application should have integration facility with MSDG/Payment Gateway (Integrated Financial Management System) Go-Swift, Go-Smile, IPICOL, Shrama Suvidha, ORTPS, OSWAS, e-Biz and CIGG application is an illustrative list of such applications which would exchange data with the envisioned system.

8.8.2 SMS & Integrated Financial Management System

National Payment Gateway (Integrated Financial Management System) and SMS Gateway is envisaged to be used for this project and proposed solution should have

the facility to integrate with these gateways. The Selected Bidder shall integrate the system with the SMS and Payment Gateway/ Instrument

8.8.3 e-Sign:

The envisioned system hinges substantially on authenticating users through Aadhaar Based Authentication and e-Sign services provided by Controller of Certifying Agency empanelled agencies. The System should interface and integrate with such Third Party Service Providers

8.9 Mobile App: Design Considerations:

The application will be developed for specified Services and inspection.

- i. Mobile application should be compatible and accessible on major mobile device OS such as (Android, iOS.)
- ii. Feature to Call Helpdesk Support which can be invoked from the App
- iii. Application should be built with open standards and open APIs
- iv. Should provide multilingual support and user interface should be available in Odia, English and Hindi.
- v. The App should provide an update feature in case of newly published version
- vi. Mobile should have functionalities like:
 - a. Able to access Phone Camera, Phonebook, GPS etc.
 - b. Auto read OTP
- vii. App should be resolution independent that will automatically expand / compress itself as per the screen resolution
- viii. Selected SI should be hosting the app in the Play store, App store, Microsoft App Store
- ix. Application should be capable to plug-in new technologies and components in a seamless manner
- x. Application should have capability to connect to the network in batches , in order to overcome the no network scenarios
- xi. Application design should have capability to minimize its power and

memory footprint during low memory scenario

- xii. The App should work in both offline / online mode

8.10 Management Information System (MIS) – Reports

- a) MIS reports to ensure effective monitoring of statistics available in the system and provides scope to analyze the applications used in the operational activities. Reports shall be generated without manual intervention.
- b) Selective printing of reports using appropriate options to choose the required information/data that needs to be present in the report
- c) Provision to export generated reports to excel, PDF, Word, CSV etc. for various purposes
- d) Reports generated shall be in the printable format.
- e) Provision to export all the Statistical reports generated into the pivot table to perform various operation as per the pivot table of excel for analysis.
- f) Capability to drill down all the MIS Reports till the detailed level
- g) Provision to configure and customize the report by the Departments' respective Authorities on their own
- h) Provision of Query based reporting facility.
- i) Facility to link and generate reports based on an event.
- j) Report should come up with drag and drop method.
- k) Report should come up with hierarchy from State Level to Individual applicant level.

8.11 Audit Trail Management

To enhance the transparency and accountability, the system shall include an audit trail management system to capture all the process life cycles in detail. Key features include:

- a) Provision for automatically record an audit trail of events under the control of the system
- b) The system shall allow the extent of audit trail tracking and recording to be user-configurable, so that an administrator can select the events for which information is automatically recorded
- c) Record every action that takes place to an activity/event throughout its lifecycle
- d) All changes to data shall be recorded in a separate table/database and shall be stamped with the identity of the user/program and timestamp of the creation/change

- e) The system shall track and record information about events in the audit trail without manual intervention, once the audit trail facility has been activated
- f) The system shall ensure that the audit data are stored in un-editable formats
- g) Provision for audit trial report viewing/printing
- h) Provision for filter/search specific activities in an audit trial database
- i) The system shall ensure that audit trail data is available for inspection on request
- j) The system must keep audit trail of all the management operations made in the application itself.
- k) The system must keep audit trial of all backend database level changes such as insert/delete/update operation.
- l) The system must keep audit trial of all the banking transactions including approvals made in the system.

8.12 User Interface

System shall provide User interface with the following features:

- a) Unified, easy, flexible and user friendly interface
- b) Homogenous keyboard use, screen layout and menu operations with Graphic User Interface (GUI) support.
- c) UI suitable for non-technical users and IT experts
- d) Capability to setup logic, to trap conditions to pop messages in response to conditions like logical data entry errors, certain conditions etc
- e) Confirmation / warning windows for delete, changes etc.
- f) Consistent screen layouts and access methods across all modules for same look and behaviour

8.13 Security

- a) The system shall support the Digital Certificates
- b) Support for SSL
- c) Authorization by the transaction type, User Name, User Role
- d) Facility of one user multiple roles and vice versa
- e) Automatic timeout for user (log out)
- f) Time restriction on transaction

- g) Password encryption while passing on wire
- h) All Data inside the Database table should be encrypted
- i) Ability to define rules for password composition and password encryption
- j) Configurable password policies including Password expiry, Password complexity, Password history, reuse policy and Forced password change on first log on
- k) Ability to configure the number of permissible log-in attempts
- l) Data updation/deletion/creation only through application layer
- m) Shall not require opening of any special protocols for connecting the user client to the web/ application server. All communication should be on HTTP or HTTPS
- n) support role based access control, user based privileges
- o) Password management mechanism for passwords having expiry and likewise for time bound password management rules
- p) Management of resource allocated to per user session.
- q) standalone / integration with Operating system security
- r) The bidder shall ensure that security measures, policies and procedures implemented are adequate to protect and maintain the confidentiality of the Confidential Information. Bidder also agrees and acknowledges that it shall adhere to reasonable security practices over all sensitive personal information of the said project as prescribed by various rules under I.T. Act, 2000 (as amended from time to time)
- s) The bidder must implement latest version of Web server, Database Server and applications such as PHP, JSP, ASP, JBoss etc.
- t) System shall follow Open Web Application Security Project (OWASP) guidelines and shall be based on ISO 270001 standards.

8.14 Technical Requirements

- a) The creation, numbering and closure of files shall be handled independently for each Applicant and directorate level. However, certain security aspects, access permissions etc. can be managed centrally.
- b) The system shall be scalable to accommodate new users and data volume.
- c) The system shall be web based with multi-tiered architecture.
- d) The system shall be Unicode based and bi-lingual (both English and Odia)
- e) The end user interface shall be browser independent and compatible to all the latest versions of popular browsers like Mozilla Firefox, Internet Explorer, Safari, Google Chrome, Microsoft Edge etc. and Operating Systems like Windows, Mac OS & Linux.

- f) The system shall have scalable architecture to support clustering and High Availability at each layer i.e., Web Server, Application Server and Database with fault tolerance & load balancing.
- g) Interface with popular documentation software like MS Office and Open Office.
- h) The system shall support SSL.
- i) The system shall support e-mail, SMS and fax integration.
- j) The system should be mobile ready.
- k) The system shall support Alert Mechanisms (Reminders, Notifications), Escalation Mechanisms (Flexible routing of files, Calling back the files by the superior)

9 Adherence to Standards, Policies and Guidelines:

9.1 Portal Design Guidelines:

1. The portal should have multilingual support. The user can exercise choice to browse the portal at least in three languages Odia, Hindi and English. The system should support Unicode UTF-8 encoding facility.
2. All the forms / screens should be in Odia, Hindi and English
3. Support multiple dates and time formats (especially dd-mm-yyyy which is the most prevalent in India). The user on the web portal should be able to change the date format as required.
4. The portal must comply with guidelines as specified by Government of India and available at www.web.guidelines.gov.in
5. Documents may be stored in the portal document repository using many formats, such as Word, Excel, Pdf etc. The portal must maintain the capability to read all the formats of all the documents that it manages, or has links to, irrespective of the age and version of the original native format of the document.
6. All data and applications delivered through the portal must be fully usable with all common web browsers, including at minimum Microsoft Internet Explorer, Netscape Browser, Safari, Chrome and Firefox.
7. No special client software shall be required to use any aspect of the data or applications delivered through the website.
8. The system must be "device aware" and vary content and access based on which device a user is utilizing i.e. users can securely access the portal via alternate devices, such as handheld PDAs and mobile phones.

9.2 Conformance to Technology & Standards:

During the implementation following standards & guidelines of MEITY would be referred/ used:

- The solutions would be made centralized, multi-tenant, Integratable and support open APIs
- The application would be built on open source software and open standard platform and adhere to policies set out by MEITY on Open Source, Open APIs, Principle of e-Kranti, Software development and Reengineering guidelines, GoI cloud policy
- The solution would leverage use of Controller of Certifying Agency empaneled agencies for authentication (Aadhaar based authentication), Digital-Locker, Digitize India, e-sign, PayGov India, National Payment Gateway platform, Mobile-Seva etc.
- The solution would be cloud based or cloud compliant
- The solution would be scalable and replicable with minimum changes, for similar kind of operations

Interoperability is defined as the ability of two or more systems or components to exchange information and use the information that has been exchanged. Data standardization and interoperability are prerequisites for sharing and interfacing Department / Directorate systems/ Data with other National Agencies / State Agencies and businesses. To this end the Solution should be based on Open standards. Interoperability related projects should be compliant to CMIS standards for Content and Document management, HTTP/HTTPS/SOAP standards for SOA, BPEL 2.0 and BPMN 2.0 for Integration and Workflow. The Web portal should follow the GIGW guidelines.

The list of standards is indicated for reference but may not to be treated as exhaustive:

- Portal (Web pages) development W3C standards
- Information access / transfer protocol SOAP, HTTP/HTTPS
- Interoperability Web services open standards
- Digital Signature RSA standards
- Document Encryption PKCS specifications
- Secure Communication SSL protocol

- PDF 417 as 2D Bar Code standard
- Information Security ISO 27001 Standards
- 2-Factor RBAC Authentication and Authorization (user ID, password, and a digital certificate or Aadhaar Based Authentication)
- Documentation IEEE/ ISO/ CMMi specification

Governance standards and certifications like Promotion of Open Source usage, GIGW, CERT-IN, ITIL, MDDS, IFEG

9.3 Compliance with Open Standards:

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

9.4 Compliance with OSS Policy of GoI:

- The solutions would be made centralized, multi-tenant, integratable and support open APIs
- The application would be built on **open source software** and **open standard platform** and adhere to policies set out by Meity on Open Source, Open APIs, Principle of e-Kranti, Software development and Reengineering guidelines, GoI cloud policy
- The solution would leverage use of Controller of Certifying Agency empanelled agencies for authentication (Aadhaar based authentication), Digital-Locker, Digitize India, e-sign, PayGov India, National Payment Gateway platform, Mobile-Seva etc.
- The solution would be scalable and replicable with minimum changes, for similar kind of operations

9.5 Technology Standards:

9.5.1 Table 1: Technology Standards

SI#	Technology Standards
1	Architecture - The application architecture should be n-tiered and must include all necessary software components. Architecture shall allow for future scalability and scope addition by way of defining new services.
2	Interoperability - SI shall propose the solution and technology platform that is based on the open standards, provide interoperability with other operating systems and application servers, guarantee portability of data and content and that the best meets the functional, non-functional and technical specifications provided in the RFP. SI must follow the Deity guidelines on open standards available at http://egovstandards.gov.in/
3	Integration with Existing IT Applications: SI should ensure that the proposed solutions are having necessary interfaces for data exchange with the existing IT applications.
4	Web Services - SI should ensure that the solutions proposed be integrated based on open standards supporting Web Services principles
5	Multilingual interface - The system should provide multilingual interface/labels in languages of English, Hindi and Odia.
6	Compatibility -The system should run on multiple browsers (IE 6.0 and above, Firefox 2.0v and above, Safari and Google Chrome).
7	The solution architecture should be platform, database and vendor independent.
8	The solution is required to provide modularity (business function and process) that should support addition / removal of one more modules as and when required.
9	The solution should ensure data safety and integrity in the event of communication channels operation failures, software and hardware operability failures.

10	The solution should have the ability to scale up as and when the new business applications and services are added without compromising the performance of the overall solution. The architecture should be proven to be highly scalable and capable of delivering high performance as and when the transaction volumes increase.
11	System should employ a common user access and authentication service to ensure Single- Sign on for the end-user.
12	The system should be developed to be deployed in n-tier data center Architecture.
13	System should be extensible to provide access to the interfaces through mobile data terminals.
14	System should support secure transmission of data over the network and support Secured Socket Layer (SSL).
15	Any access to the solution database shall only be via application after appropriate authentication
16	System should support requirement of OTP and digital certificates for authentication and non-repudiation.
17	As part of their Technical Bid Response, the SI shall provide the detailed architecture and comprehensive Bill of Materials for all components of the proposed solution.
18	<p>Offline – Online Mode:</p> <ul style="list-style-type: none"> ▪ The Mobile Application should work in both online and offline mode and have the capability to synchronize with the central application once the data generated in offline mode gets the required connectivity. ▪ One Service of State Action Plan shall (Voluntary Registration of Migrant workers" should also work in Offline and Online Mode

9.6 Snapshot of e-Governance Standards and Guidelines:

The solution shall be compliant with Industry Standards (the latest versions as on date) wherever applicable. This will apply to all the aspects of solution including but not limited to design, development, security, installation and testing. The list below is just for reference and is not to be treated as exhaustive.

Table 2: e-Governance Standards, Policies & Guidelines:

Technology	Compliance With
Portal development	MeitY guidelines available on http://web.guidelines.gov.in
Information access/transfer protocols	SOAP, HTTP/HTTPS
System Software	The database should be Open Source Software as a mandatory requirement with Technical Support, as applicable. This is as per MeitY Guidelines on adoption of Open Source in the government organization.
Interoperability	Web Services, Open standards, XML etc.
Usability	ISO 9241
Technology standards	OWASP
Digital signature	RSA standards
Document encryption	PKCS specifications
Information Security	ISO 27001
Operational integrity & security Management	ISO 17799
IT Infrastructure management	ITIL / EITM
Service Management	ISO 20000
Project Documentation	IEEE/ISO/CMMi
e-Governance Application Standards	MeitY guidelines available on http://egovstandards.gov.in
MeitY Guidelines on Open Standards	http://egovstandards.gov.in/

10 Project Management Requirements:**10.1 Project Management:**

The envisioned project is a multi-disciplinary initiative. An effective Project Management Plan and commitment to adhere to it is a mandatory requirement. The project plan should also include the resource, task and time plan for the entire duration of the project.

The SI must employ best practises in project management methodology to ensure that the envisioned project components are developed and implemented within the defined time period. A copy of the project management Plan (both soft and hard copy) shall be handed over DPIT to keep track of the progress of the project.

SI would be required to deploy a full time Project Manager for the entire duration of project and a dedicated project team to deliver the project. The project manager shall act as the single point of contact for Department / Directorate. The SI is required to propose a project team for Implementation phase.

Important: The SI is expected to propose the names of those only lead members who would work in this project. Only those proposed lead members should be present during the Technical Presentation. The SI would be required to provide periodic reports on the project progress. The formats of the reports would be finalized after commencement of the project. SI would provide adhoc report as per need basis. The Project Manager would also be responsible for escalating all issues in a timely manner.

10.2 An indicative list of document required is provided below:

Plan	Frequency
<p style="text-align: center;"><u>Project Management</u></p> <ul style="list-style-type: none"> • Project Organization and Management Plan • System Development Plan with milestones and timelines • Testing Plan and Methodology • Training Plan, Methodology and Training Details • Training Plan • Data Digitization Strategy • Data Migration Plan • Project Roll Out Plan (Dry Run and Parallel Run) • Any other relevant items related to the project 	
<p style="text-align: center;"><u>Project Monitoring</u></p> <p>Update on progress – This report should provide the following details:</p> <ul style="list-style-type: none"> • Tasks completed during the week • Project progress vis-à-vis planned • Cumulative deviations to date from schedule of progress on milestones as specified in the agreed and finalized Project Plan • Pending actions items from previous reporting period • Forecast for the next reporting period • Risk Reporting and Mitigation steps • Corrective actions to be taken to return to planned schedule of progress, if any • Proposed revisions to planned schedule • Interventions which the SI expects to be made by the DPIT • Other issues and outstanding problems, and actions proposed to be taken • Test results of training • Any other report requested by Department / Directorate 	<ul style="list-style-type: none"> • Weekly/ Monthly status report • As per need basis <p>The SI provide all the reports requested by Department to assist in Project Monitoring</p>

10.3 Project Team Structure:

The Project is a multi-discipline initiative which would require the SI to deploy resources having specialized skills, education and relevant experience for successfully implementing the project within time meeting the scope and quality. The skills required for the Operations and Maintenance phase would be different. Continuity of deployed resources in both the phases shall play a key role in meeting the project objectives.

In the above context, the SI is instructed to propose a Team for Implementation Phase and Operations and Maintenance phase.

The SI shall deploy the project team members at project location during Implementation Phase and Operation and Maintenance phase.

The following points are stated in objective manner:

S No	Proposed Resource	Qualification	Experience
1.	Project Manager	BE/MCA and MBA	<ul style="list-style-type: none"> • Minimum 2 application implementation with all as Project Manager • More than 10 years of IT experience
2.	Solution Architect	BE/MCA + MBA	<ul style="list-style-type: none"> • 2 application implementation experience on the different • Min 5 years of IT experience
3.	Business Functional Lead	BE/MCA + MBA	<ul style="list-style-type: none"> • 2 relevant application implementation experience • 5 years of experience in relevant business function
4.	Database Administrator	For DBA - BE / B.Tech/ MCA	<ul style="list-style-type: none"> • More than or equal to 5 Years' Experience as a DBA
5.	QA Lead	BE/MCA	<ul style="list-style-type: none"> • Experience in Functional Testing (Web, Mobile) • Min 5 years of IT experience

10.4 Operations and Maintenance Phase

- The SI would deploy project team in the Directorate Premises and a Single Point of Contact (SPOC) to resolve and attend to all the issues raised by the Department.
- The SI would maintain the continuity of the SPOC, however, in case of replacement of any team member, it would be the responsibility of SI to inform the DPIT in advance and propose a replacement member who shall be equally qualified having similar experience. The SI shall deploy the replacement resource only on the approval given by the DPIT.
- In case, Department / Directorate, requests for replacement of any particular team member then the SI shall mandatorily replace with another team member having appropriate education and experience. The replacement team member proposed by the SI shall be deployed only on the approval of the DPIT

11 Software Development, Testing, Quality Assurance and Acceptance Requirements:

11.1 Software Development, Testing & Quality Assurance Criteria:

Selected bidder is required to adopt iterative and incremental approach while developing the web application. Selected bidder is also required to develop and implement quality assurance processes and procedures to ensure that the system development and operations are performed to meet the quality standards that are relevant to each area in all project phases.

Selected bidder is required to use various tools and techniques that can make tests run easily and the results are automatically measured. In this way, testing tools provide a more cost-effective and efficient solution than their manual counterparts. Plus, they minimize the risk of human error during testing.

In order to ensure that such a QA mechanism is effective and acceptance of system, the following tests are required for acceptance:

- Unit Testing: Basic validation of developed components
- Functional / Internal Integration Testing: Validation of developed components against functional requirement and design specifications.
- System Testing: Validation of both functional and technical requirements for the entire system. This could include external integration if required or it can be separated into testing phases.
- UAT: User Acceptance Testing (UAT) validation of the entire solution and assurance that it meets both functional and technical requirements

- Stress and Performance Testing: Load testing enabling understanding of performance and behavior of entire solution under large number of users and high-load conditions.
- Security Testing: Security testing to ensure that the system is secured from external and internal threat

Selected bidder is required to describe their QA and testing approaches and procedures as well as testing tools for conducting various tests in support of the acceptance of the Portal Solution. Selected bidder is expected to follow CMMi level 3 and above processes. The SI will support the certification phase in every possible way and ensure that the system obtains all necessary certifications. Furthermore, the bidder shall describe their documentation standards e.g. Documentation description, documentation identification, content, nomenclature etc. as well.

11.2 Acceptance Criteria:

The primary goal of Acceptance Testing, Audit & Certification is to ensure that the system meets requirements, standards, and specifications as set out in this RFP and as needed to achieve the desired outcomes. The basic approach for this will be ensuring that the following are associated with clear and quantifiable metrics for accountability:

1. Functional requirements
2. Infrastructure Compliance Review
3. Availability of the Services in the defined locations
4. Performance
5. Security
6. Manageability
7. SLA Reporting System
8. Project Documentation
9. Data Quality Review

As part of Acceptance testing, audit and certification, Department may appoint a third party agency to review all aspects of project development and implementation including the processes relating to the design of solution architecture with all the technical and functional requirements of the RFP and the agreement.

Department will establish appropriate processes for notifying the SI of any deviations from defined requirements at the earliest instance after noticing the same to enable the SI to take corrective action. Such an involvement of the Acceptance Testing & Certification by the Third Party nominated by Department, will not, however, absolve the operator of the fundamental responsibility of designing, developing, installing, testing and commissioning the various components of the project to deliver the services in perfect conformity with the SLAs. Following are the acceptance criteria to be adopted for PARESHRAM Project mentioned above.

11.3 Functional Requirements Review:

The system developed by SI shall be reviewed and verified by the SI against the Functional Requirements signed-off between Labour & ESI Department and SI. Any gaps, identified as a severe or critical in nature, shall be addressed by SI immediately prior to Go-live (Phase 1, Phase 2, Phase 3, Phase 4 and Phase 5) of the system. One of the key inputs for this testing shall be the traceability matrix to be developed by the SI for the system. Apart from Traceability Matrix, SI may develop its own testing plans for validation of compliance of system against the defined requirements. The acceptance testing w.r.t. the functional requirements shall be performed by the SI as well as DPIT for User Acceptance Testing.

11.4 Infrastructure Compliance Review

Third party SI shall perform the Infrastructure Compliance Review to verify the conformity of the Infrastructure supplied by the SI against the requirements and specifications provided in the RFP and/or as proposed in the proposal submitted by SI. Compliance review shall not absolve SI from ensuring that proposed infrastructure meets the SLA requirements.

11.5 Security Review

The software developed for PARESHRAM Project shall be audited by the SI from a security & controls perspective. Following are the broad activities to be performed by the SI as part of Security Review. The security review shall including amongst others the following activities:

1. Audit of Application security mechanisms
2. Assessment of authentication mechanism provided in the application /components/ modules
3. Assessment of data encryption mechanisms implemented for the solution
4. Assessment of data access privileges, retention periods and archival mechanisms
5. Application security features incorporated etc.

11.6 Performance

Performance is another key requirement for the system and SI shall review the performance of the deployed solution against certain key parameters defined in SLA described in this RFP and/or in the agreement between the Labour & ESI Department and the SI. Such parameters include request- response time, work-flow processing time, concurrent sessions supported by the system, Time for recovery from failure, Disaster Recovery drill, (if required) etc. The performance review also includes verification of scalability provisioned in the system for catering to the requirements of application volume growth in future.

11.7 Availability

The system 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 SI shall perform various tests including server, and security tests to verify the availability of the services in case of component/location failures. The SI shall also verify the availability of services to all the users in the defined locations.

11.8 Manageability Review

The SI shall verify the manageability of the system and its supporting infrastructure deployed. The manageability requirements such as remote monitoring, administration, configuration, inventory management, fault identification etc. shall have to be tested out.

11.9 Data Quality

The SI shall perform the Data Quality Assessment for the Data digitized/ migrated by SI to the system. The errors/gaps identified during the Data Quality Assessment shall be addressed by SI before moving the data into production environment.

11.10 Operations and Maintenance Phase Requirements:

The selected Bidder is responsible for the day to day maintenance of the system for the entire period of Contract. For the ICT components procured as part of this RFP, the selected Bidder will be responsible for Operations and Maintenance Services for the period of 5 years (with further extension of 2 years upon satisfactory performance of SI) of onsite warranty/ AMC support from the date of Go-Live date of the project covering the following:

- I. Onsite Warranty support for complete system
- II. Annual Technical Support (ATS) for all the licensed / subscription based software provided by the selected Bidder Providing Help desk support with Escalation matrix for registration of complaints related to the ICT components, software and application procured/developed through this RFP at the Centralized Helpdesk designated premises.

The SI shall be provided a Single Remote Login Credential for the administration of the Application, System and Database etc. The SI shall deploy a full time Resource for the Operations and Management of the PARESHRAM in Department / Directorate at Bhubaneswar for the entire engagement period

11.11 Overview of Post Implementation Support

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

- a. Overall monitoring and management of envisaged PARESHRAM, modules, sub-modules and services.
- b. Performance Tuning of the envisaged PARESHRAM, modules, sub-modules and services in order to meet the SLAs.
- c. Applying upgrades and patches to improve the performance PARESHRAM, modules, sub- modules, services and MIS reports to meet the SLAs.

11.12 System Administration and Trouble Shooting

- a. Overall monitoring and management of all ICT components deployed by the selected Bidder for the Project including mobile application, utility software, system software, application, database, and all other services associated with these facilities to ensure service levels, performance and availability requirements as prescribed in the RFP are met.
- b. Perform system administration tasks such as managing the user access, creating and managing users, taking backups etc.
- c. Performance tuning of the system to ensure adherence to SLAs and performance requirements as indicated in the RFP.
- d. Maintenance of envisioned system developed by the Selected Bidder
- e. Management of envisioned application and up-gradation as when required along with troubleshooting

11.13 Database Administration and Trouble Shooting

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

11.14 Back Up Management

- a. SI should evolve a backup and archival strategy
- b. Regular backups of project related data
- c. Handling service requests on backup and restoration
- d. Generation of monthly report on the backup/restoration performance

11.15 Security Management

- a. Reporting and resolution of security incidents
- b. Vendor management
- c. Escalation and co-ordination with other vendors for problem resolution

11.16 Warranty:

As part of the warranty services Selected Bidder shall provide:

- a. Selected Bidder should provide comprehensive support & warranty for 5 years from the date of Go Live for all artefacts which would be provided by the Selected Bidder.
- b. Selected Bidder is responsible for sizing and procuring the necessary software/tools etc. licenses as per the performance requirements provided in the RFP. During the warranty period Selected Bidder shall replace or augment or procure higher-level new licenses/tools at no additional cost to the Directorate in case the procured artefacts supplied by the Selected Bidder is not adequate to meet the service levels.
- c. The Selected Bidder shall ensure that the warranty complies with the agreed Technical Standards, Security Requirements, Operating Procedures, and Recovery Procedures.
- d. The Selected Bidder shall develop and maintain an inventory database to include the warranties of the supplied artefacts by the Selected Bidder.

In this respect the bidder shall provide O&M roadmap for the proposed solution as part of their bid response

11.17 PARESHRAM Change Request

The department may want to add new services or add new functionalities in the envisaged PARESHRAM.

The selected bidder shall also perform change request in the envisaged application. The following may constitute a valid Change Request

- a. Development and rollout of a new service
- b. Deletion of an existing service
- c. Addition of any substantially new functionality, which is not included in the original project scope

11.18 Security Audit

It is to be noted that the following is to be carried out for the web application

- a) The bidder has to make security audit of entire application and provide Safe to Host Certification from any third party cert-in empanelled firm.
- b) Web Application Audit & Vulnerability management of the web enabled applications has to be strictly done as per the guidelines issued for Third party Audit empanelled agency by Cert-in.
- c) Web-enabled Application is to be audited as per latest OWASP (Open Web Application Security Project) latest standards, SANS top 20, ISO27001 and other industry standard security compliances.
- d) The pre-requisite for the software to be accepted is that it should have ZERO Severity Level defects and should be audited and certified by the Security Audit Organisation empanelled under Cert-in.
- e) Bidder should carryout security audit before Go-live of application and after Go-live at least two times a year. However, if there is any modification in application, the bidder has to conduct security audit of add-on/change portion. Hence, bidders are requested to quote the cost of security audit accordingly.

12 Intellectual Property Rights

The Intellectual Property Rights (IPR) of all software code, data, algorithms, documentation, manuals, digitized documents etc. generated as a part of implementation and O&M of this project shall solely vest with the Department. The SI will not have any right to share, use or disclose above mentioned components/artifacts.

The IPR and Source code generated as a part of the project will be submitted to the Department in 2 sets in DVDs before each and every phase (Phase 1 to 5) of System Go-live.

13 Time Line & Tentative Deliverables

T: Date of issuance of Purchase Order or signing of contract whichever is earlier

The main deliverables that are expected during the implementation of the project from the Selected Bidder at various stages of the project are in the table below. However, the list of deliverables would be finalized at the time of approval of Integrated Project Management Plan submitted by the Selected Bidder

IMPLEMENTATION PHASE			
Milestone	Deliverables	Deliverable Components	Signoff Timeline
PROJECT INCEPTION	Inception Report	Integrated Project Management Plan, Final Project Schedule, Project Organization and Management Plan, Task, Time, and Resource Schedules, RACI Matrix, Development Methodology, Data Migration, Data Entry, Data Digitization Roadmap, Risk Mitigation Plan, Quality Management Plan, Integration testing Plan, UAT Plan, Training Plan, Project Rollout Plan, Operations & Maintenance Plan, Project Communication Plan, Exit Management Plan	T + 1 Weeks
		System Design Document (SDD)	T + 4 Weeks
DESIGN	Solution Design	LDD and HDD	
		Solution Architecture, Integration Architecture	
	IT Infrastructure	Data Center Hardware Requirements	
Deliverables of each of the five Phases			
Phase 1 - Phase 5	SRS	System Requirements Specifications (SRS) of respective phases	As defined in the Table below
	Source Code	Source Code of Services of respective Phases	
	UAT Phase	User Acceptance Testing Results, UAT Completion Report	
	Third Party System Audit	Security Audit Report, Safe to Host Report, Gaps Identified during System Audit, Action Taken Report on System Audit Report(s)	
	Training and IPR	Detailed Training Plan, Learning Materials (User Manual, Administrator Manual etc.)	
Training results, Completion Report			
Digital Signature Training and Institutionalizing Report			

		IPR Transfer and Handover Report (Data Digitization, Source Code, Documents, Reports)	
	Deployment	Comprehensive List of Solution Stack (
		Bespoke and Third Party Tools / Utilities / System Software along with version and release)	
		Report on System Deployment in State Data Center	
		Comprehensive System Configuration and Version Control Report	
	Go-Live	Handing Over of IPR in two sets in DVD	
		Go-Live / Launch Completion Report for all the phases	
Recurring Activities			
	Data Digitization	Submission of digitized records to the Department for both directorate	Daily
	Source Code	Submission of source code to the Department	Weekly
ONGOING STATUS REPORTS			
	Ongoing Reports	Status	Results accomplished during the prior period
			Cumulative deviations to date from schedule of progress milestones as specified in the
			Agreed and Finalized Project Plan
			Corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule
			Other issues and outstanding problems; proposed actions to be taken
			Project Risks and Mitigation
			Quality Metrics
O&M Phase			
USER SUPPORT	Data Entry Operator / User Support	Completion Report	End of Quarter 1 and Quarter 2 post go-live
ONGOING STATUS REPORTS	Ongoing Reports	Status	Project Risks and Mitigation
			Issue Log and Resolutions
			O&M SLA Metrics

Phases	No. of Modules	No. of Services	Development Plan
Phase - I	3 Modules	13 Services	16 Weeks
Phase - II	3 Modules	11 Services	6 Weeks
Phase - III	5 Modules	7 Services	6 Weeks
Phase - IV	4 Modules	10 Services	6 Weeks
Phase - V	4 Modules	11 Services	6 Weeks
Total Modules & Services from all Phases	19 Modules	52 Services	40 Weeks

14 Payment Terms

A. Payment for Design, Development, Deployment & Implementation of all the services with Support for Five (5) Years

10% Mobilisation Advance of total quoted value will be given against submission of equivalent amount of Bank Guarantee after acceptance of Purchase Order and signing of contract.

Payment will be released module wise in a staggered manner as described below:

- i. 20% of development cost will be released on submission of module wise Design document and module wise System Requirement Specification (SRS) approval thereof.
- ii. 30% of development cost will be released after development and UAT of the respective Modules.
- iii. 30% of development cost will be released after Security Audit and Go-Live of the respective Modules.
- iv. Balance 20% of development cost will be released after one year of successful go live.
- v. The O & M cost shall be released in 20 QGRs (within post implementation support period)

Note: 10% mobilisation advance will adjusted in 20 QGRS

B. Payment for Integration with other application:

Payment shall be released after successfully integration with external application.

C. Payment for Web portal & DMS:

Cost towards Development & Customization of Web portal and DMS shall be paid after successful Go- Live of both the applications. Annual subscription cost shall be paid annually to the Selected Bidder as per the quoted value of its financial bid.

D. Payment for Data Digitization:

The Data Digitization cost shall be paid to the Selected Bidder as per the page digitization (scanning & Data entry) value quoted in the financial bid. The number of pages digitized shall be finalized after review and approval of the Department. The payment shall be released after correct digitization of data of the respective group of services of the respective module and certificate thereof from the department.

E. Payment for System Software:

First year subscription cost of System Software shall be paid after successful Go- Live of all phases. The subscription cost of System Software shall be paid annually to the Selected Bidder as per the quoted value of its financial bid.

F. Payment for HELP desk support and data entry operator:

Payment towards HELP desk support and data entry operator shall be paid on quarterly basis .The payment will be released after deducting the penalty as per the penalty clause.

G. Payment for change Request:

The payment shall be made only after change request activities are complete in all respect and certification by the department thereof. The SI has to furnish the man months used for the change request; the same has to be vetted by OCAC.

H. Payment for Security Audit:

Payment shall be made to the SI after submission of safe to host certificate from Cert-IN empanelled agency that carried out the security Audit. The payment shall be made after each security audit.

Note: All payments are subject to the application of necessary penalties as required under the SLA. It is clarified here that OCAC will pay in accordance with the Payment Terms and can also calculate a financial sum and debit the same against the terms of payment as defined in the Payment Terms as a result of the failure of the SI to meet the Service Levels.

15 Project Documentation

The bidder shall create / update and maintain all project documents that would be submitted to OCAC after UAT. Any subsequent approved changes to the requirements / design shall be incorporated into the documents and submitted to OCAC. Project documents include but are not limited to the following:

- a) Latest version of Source Code
- b) SRS documents (for all the new requirements/modification in existing process, bidder shall conduct a detailed system study and update the SRS documents).
- c) High Level Design (HLD) documents (including but not limited to)
 - i) Application architecture documents
 - ii) ER diagrams and other data modelling documents
 - iii) Logical and physical database design

- iv) Data dictionary and data definitions
- v) Application component design including component deployment views, control flows, etc.
- d) Low Level Design(LLD) documents (including but not limited to)
 - i) Application flows and logic including pseudo code
 - ii) GUI design (screen design, navigation, etc)
- e) Test Plans and Reports
- f) Requirements Traceability Matrix
- g) Issue Logs
- h) User Manual
- i) Application Installation & Configuration Manual
- j) Bidder shall submit a list of deliverables that they would submit based on the methodology they propose. All project documents are to be kept up-to-date (updated every six months) during the course of the project.
- k) Report of Security Audit & Safe-to-Host Certificate
- l) Any other documents defined in Section 7.8 (Timeline & Deliverables)
- m) All the above documentation should be done as per IEEE/ISO/CMM Standard

16 Contents of Technical Bid

The bidder should give details of the project methodology to be followed, technology architecture, project plan, resource plan, application support, operation management plan with team structure, helpdesk operation plan with resources etc. in technical bid document. A soft copy of technical bid (in CD-R) should be enclosed in technical bid envelope.

17 Performance Requirements – Service Levels (SLAs)

S No	Activity	Required Service Level	Penalty and Breach of contract
Service Availability and Performance			
1	Availability of Services (Web Portal and Mobile Application)	98.00%	<p>a) Greater than equal to 98 %: No penalty.</p> <p>b) Less than 98% to 95% : 1% of O&M cost for that qtr. for each percentage of availability of service drop for that particular service</p> <p>c) Less than 95% to 90% : 5% of O&M cost for that qtr. for each percentage of availability of service drop for that particular service</p> <p>d) Less than 85% : Unsatisfactory performance and Breach of contract</p>
2	Average Loading time for Transaction Pages	95% within the limit of : Bandwidth of 2MBPS : 5 Sec	<p>a) ≥ 95 %: No penalty.</p> <p>b) Between <95 to > 85: 1% of O&M cost for that qtr. for each percentage of drop for that particular service</p> <p>c) Between <85 to > 75: 5% of O&M cost for that qtr. for each percentage of drop for that particular service</p> <p>d) <75 :Unsatisfactory performance and Breach of contract</p>
3	Average Loading time for Report	95% within the limit of : Bandwidth of 2MBPS : 20 Sec or As mutually agreed between Dept. and SI.	<p>a) ≥ 95 %: No penalty.</p> <p>b) Between <95 to > 85: 1% of O&M cost for that qtr. for each percentage of drop for that particular service</p> <p>c) Between <85 to > 75: 5% of O&M cost for that qtr. for each percentage of</p>

			drop for that particular service d) <75 :Unsatisfactory performance and Breach of contract
4	Resolution Time: (Minor Enhancement and bug fixing)	Resolution Time: Should be resolved with 12 hrs of reporting or mutually agreed timeline between Dept. and SI	Time: Penalty of 0.01% of O&M cost for that qtr. per day for that particular service Beyond 2days: Penalty of 0.1% of O&M cost for that Qtr. per day for that particular service
5	Business transaction response time involving uploading / downloading of documents (average size of 500 KB)	95% of business transactions with in the limit of : : Bandwidth of 2MBPS : 20 Sec	Less than 95% but more than 93% : Penalty of 0.5% of EQI Less than 93% : Penalty of 5 % of EQI
* Service time excludes time taken by external systems like payment gateway, or any other third party applications are beyond the control of SI			
**Business time (8 am to 8 pm)			

Onsite Resource (During O&M Phase)			
S No	Activity	Required Service Level	Penalty
1	Absence of Onsite Resource (During O&M Phase)	Onsite Resource (During O&M Phase) is absent for more than 3 consecutive days without any prior approval and replacement.	Rs.5000 penalty per day
Help Desk			
1	Shortfall of Helpdesk operators	Operator is absent without any prior approval and replacement	Rs.750 penalty per day for each absentee
Manpower			
Data Entry Operators			
1	Shortfall of Data entry operators	Operator is absent without any prior approval and replacement	Rs.750 penalty per day for each absentee

17.1.1 Penalties:

A. Module Development:

For each two weeks of delay in Service Go-Live of individual module, penalty of 0.5 % of the development cost of respective Module shall be applied.

In case there is a delay of 150 percent of the allotted timeline for the respective phases with respect to the given timeline or non-satisfactory performance of the bidder, the authority reserves right to take action against the bidder as deemed proper (such as cancellation of order, increase of penalty percentage etc).

Penalty will not be applicable if the delay is not attributable to the bidder.

Maximum penalty capping is 10% of the respective item.

B. O&M Phase:

Penalty shall be applicable as mentioned in the SLA

Penalty Cap: Service Development: 10% of service development cost of individual service.

O&M Phase: 10% of quarterly O&M cost.

If penalty reaches above 10%, it may be treated as unsatisfactory performance by SI. Department may review and cancel the engagement with SI.

Note: An overall delay of more than 20 weeks on go-live of all modules is unacceptable and leads towards breach of contract. In this case OCAC may terminate the contract and award the job to the 2nd bidder after negotiation to execute the work in L1 price.

17.1.2 Reporting Procedures

The bidder's representative will prepare and distribute Service level performance reports in a mutually agreed format by the 10th working day of the completion of each quarter. The reports will include "actual versus target" Service Level Performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports will be distributed to Purchaser management personnel as directed by Purchaser.

17.1.3 Service Level Change Controls

a) General

- i) It is acknowledged that this Service levels may change as Purchaser's business needs evolve over the course of the contract period. As such, this document also defines the following management procedures:
- ii) A process for negotiating changes to the Service Levels
- iii) An issue management process for documenting and resolving particularly difficult issues.

b) Purchaser and Bidder management escalation process to be used in the event that an issue is not being resolved in a timely manner by the lowest possible level of management.

- c) Any changes to the levels of service provided during the term of this Agreement will be requested, documented and negotiated in good faith by both parties. Either party can request a change.
- d) Service Level Change Process: The parties may amend Service Level by mutual agreement in accordance. Changes can be proposed by either party. Unresolved issues will also be addressed. The bidder's representative will maintain and distribute current copies of the Service Level document as directed by Purchaser. Additional copies of the current Service Levels will be available at all times to authorized parties.
- e) Version Control: All negotiated changes will require changing the version control number. As appropriate, minor changes may be accumulated for periodic release or for release when a critical threshold of change has occurred.

18 Financial Bid: To be submitted on Company letter head.*** All Rates should be quoted exclusive of taxes****18.1 Format- 18(A)**

Design, Development, Deployment & Implementation of all the services with Support for Five (5) Years

Phases	Act Name / Service group	Directorate	Module Names	Design, Development & Deployment cost	O & M Cost for 5 years	SubTotal Cost
Phase-I	Orissa Shops & Commercial Establishments Act, 1956 And Orissa Rules 1958	Labour	Registration of Shop & commercial Establishment			
	Contract Labour (R&A) Act, 1970 And Orissa Rules, 1975		Registration of Contract Labour & issuance of License			
		Factories & Boilers	Plan approval and grant of licenses for Factories			
Total Modules and Services in Phase-I			3 modules			
Phase-II	The Inter State Migrant Workmen (RE&CS) Act, 1979 and Orissa Rules 1980	Labour	Registration and issuance of License for Inter State Migrant Workmen and Agent recruitment			
	State Action Plan		Implementation of State Action Plans for Migrant Workers and Child Labour			
		Factories & Boilers	Registration & renewal of Boilers and approval of repair orders of boiler & steam pipeline drawing			
Total Modules and Services in Phase-II			3 Modules			
Phase-III	Inspection / Submission of monthly Report by DLOs, DLCs	Labour	Inspection and follow up action			
	Self-Certification/ Voluntary Compliance Scheme		Self Certification of Shops, Commercial establishment and start ups			
	The Building And Other Construction Workers' (RE&CS), 1996 And Orissa Rules 2002		Registration of building & other construction worker			
	Statutory Return	Factories & Boilers	Annual Return			
	Statutory Inspection		Investigation and inspection reports			
Total Modules and Services in Phase-III			5 Modules			

Phases	Act Name / Service group	Directorate	Module Names	Design, Development & Deployment cost	O & M Cost for 5 years	SubTotal Cost
Phase-IV	The Motor Transport Workers Act, 1961 And Orissa Rules, 1966	Labour	Registration Certificate for Motor Transport Worker			
	The Beedi and Cigar Workers (CE) Act, 1966 And Orissa Rules, 1969		Registration Certificate for Beedi and Cigar Workers			
	Endorsements and Validations	Factories & Boilers	Endorsements and Validations of Boiler Resource Persons (Attendant, Operation Engineer, Welder etc.)			
	Examination		Examination for attendant and operation engineers			
Total Modules and Services in Phase-IV			4 Modules			
Phases	Act Name / Service group	Directorate	Module Names			
Phase-V	Odisha Industrial Establishments (National & Festival) Holidays Act, 1969 And Orissa Rules 1972	Labour	Approval of Holidays			
	Industrial Employment (Standing Orders) Act, 1946 And Orissa Rules 1946		Standing orders			
	The Trade Unions Act, 1926 And Regulation, 1941		Registration of Trade Union			
	Grant & Renewal of Certificates	Factories & Boilers	Grant & Renewal of Certificates			
Total Modules and Services in Phase - V			4 Modules			
					Total Cost	

18.2 Format- 18(B)

Integration with Other Application cost:

SI No	Items	Unit Price [X]	Qty. [Y]	Total Cost ([X]X[Y])
1	Integration with any External applications		5	

18.3 Format- 18(C)

Web portal & DMS Application cost:

SI No	Items	Development & Customization cost [X]	AMC/Annual Subscriptions Cost [Y]	Number of Years [Z]	Total = X+(Y*Z)
1	Web Portal Design Development and Deployment Inclusive of CMS			4	
2	Document Management System			4	
Total Cost					

18.4 Format- 18(D)**Data Digitization Cost:**

S.No.	Item	Volume (X)	Unit Rate (Y)	Sub Total = (X*Y)
1	Per page scanning	1,00,000 approx		
2	Data entry Per 100 characters	1,50,000 approx		
Total Cost				
Data entry cost for each 50 character block or part thereof (This will not be evaluated in the final bid). This is required for additional data entry work, if required.				

18.5 Format- 18(E)**System Software Subscription Cost:**

SI No	Items	Average Subscriptions Cost per Year [X]	Number of Years [Y]	Total Cost ([X]x[Y])
1	Enterprise Class Database(Preferably Open Source)		5	

18.6 Format- 18(F)**Help Desk & Data Entry Operator Cost**

SNo	Resource Details	Number of Resources (X)	Unit Rae (Cost Per Person) per Month (Y)	No. of Months (Z)	Total Cost (T1= X*Y*Z) (₹)
1.	Cost for Helpdesk Operators	4		12	
2.	Cost for Helpdesk Operators	2		48	
3.	Cost for Data Entry Operators	68		12	
Total Cost					

18.7 Format- 18(G)**Man Month Rates for Technical Resources for Change Request**

Technical Resource	Average Unit Rate per Month (X)	Number of Months (Y)	Total T1= X*Y
Blended Technical Resource - Business Analyst cum Developer (Min 5 years of experience)		50	
Total Cost			

18.8 Format- 18(H)**Security Audit cost:**

SI No	Items	Unit Price [X]	Qty. [Y] (Numbers)	Total Cost ([X]X[Y])
1	Security Audit		11 Times	

Grand total Cost for Automation system (PARESHRAM) for Department of Labour & ESI, Government of Odisha

S. No	Particulars	Total Cost
1	Labour Directorate & Directorate of Factories and Boilers Service Development O&M Cost for 5 years [From - Format 18 (A)]	
2	Integration Cost [From - Format 18 (B)]	
3	Web portal & DMS Application cost [From t - Format 18 (C)]	
4	Data Digitization & Migration Cost [From - Format 18 (D)]	
5	System Software Subscription Cost [From - Format 18 (E)]	
6	Help Desk & Data Entry Operator Cost [From - Format 18 (F)]	
7	Blended Technical Resources Cost for Change Request [From - Format 18 (G)]	
8	Security Audit cost [From - Format 18 (H)]	
GRAND TOTAL COST (Excluding of TAX) [A+B+C+D+E+F+G+H]		
TAX		
GRAND TOTAL COST (Including of TAX)		

(L1 will be based on the lowest quote excluding tax on Grand Total)

19 Formats for Submission of Proposal

19.1 Self-Declaration: Not Blacklisted

To (Company letter head)

The General Manager (Admin)
Odisha Computer Application Centre
(Technical Directorate of E&IT Dept, Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: Development & Implementation of Automation system (PARESHRAM) for Department of Labour & ESI, Government of Odisha" with Support for Five (5) Years – Self Declaration for not Blacklisted

Sir

In response to the RFP No.: OCAC-TH-16/2019/ENQ/20001 for RFP titled "Selection of Software firm for Development and Implementation of Automation system (PARESHRAM) for Department of Labour & ESI, Government of Odisha.", as an owner/ partner/ Director of (organisation name)_____ I/ We hereby declare that presently our Company/ firm is not under declaration of ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time, or had work withdrawn, by any State/ Central government/ PSU.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Signature
(Authorised Signatory)

Seal:
Date:
Place:
Name of the Bidder:

19.2 Bidder's Authorisation Certificate

To (Company letter head)

The General Manager (Admin)
Odisha Computer Application Centre
(Technical Directorate of E&IT Dept., Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: Development & Implementation of Automation system (PARESHRAM) for Department of Labour & ESI, Government of Odisha" with Support for Five(5) Years – Bidder's Authorization Certificate

Sir,

With reference to the RFP No.: OCAC-TH-16/2019/ENQ/20001, Ms./Mr. <Name>, <Designation> is hereby authorized to attend meetings & submit pre-qualification, technical & commercial information as may be required by you in the course of processing the above said Bid. S/he is also authorized to attend meetings & submit technical & commercial information as may be required by you in the course of processing above said application. Her/his contact mobile number is _____ and Email id is_____. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Signature
(Authorised Signatory)

Verified Signature by
Director/CEO

Seal:

Date:

Place:

Name of the Bidder:

19.3 Acceptance of Terms & Conditions

To (Company letter head)

The General Manager (Admin)
Odisha Computer Application Centre
(Technical Directorate of E&IT Dept., Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: Development & Implementation of Automation system (PARESHRAM) for Department of Labour & ESI, Government of Odisha" with Support for Five (5) Years – Acceptance of Terms & Conditions

Sir,

I have carefully and thoroughly gone through the Terms & Conditions along with scope of work contained in the RFP Document vide Ref. No. OCAC-TH-16/2019/ENQ/20001, regarding "Selection of Software firm for Development & Implementation of Automation system (PARESHRAM) for Department of Labour & ESI, Government of Odisha" with Support for five (5) Years

I declare that all the provisions/clauses including scope of work of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Thanking you,

Signature
(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

19.4 Technical Bid Cover Letter

To (Company letter head)

The General Manager (Admin)
Odisha Computer Application Centre
(Technical Directorate of E&IT Dept., Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: Development & Implementation of Automation system (PARESHRAM) for Department of Labour & ESI, Government of Odisha" with Support for Five (5) Years – Technical Bid Submission

Sir,

We, the undersigned, offer to provide solution to OCAC, for Development & Implementation of Automation system (PARESHRAM) for Department of Labour & ESI, Government of Odisha" with Support for Five (5) Years in response to the RFP No.: OCAC-TH-16/2019/ENQ/20001, We are hereby submitting our Proposal, which includes the Pre-Qualification Bid, Technical bid and the Financial bid sealed in a separate envelope.

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 RFP Document.

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

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

Thanking you,

Signature
(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

19.4.1 Project Citation Format

Relevant IT / e-Gov Project Experience	
<i>General Information</i>	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Date of award and date of completion	
<i>Project Details</i>	
Description of the project	
Scope of services	
Service levels being offered/Quality of service (QOS)	
Technologies used	
Outcomes of the project	
<i>Other Details</i>	
Total cost of the project	
Total cost of the services provided by the respondent	
Duration of the project (no. of months, start date, completion date, current status)	
<i>Other relevant Information</i>	
Letter from the client to indicate the successful completion of the projects	
Copy of Work Order	

19.4.2 Proposed Solution

Technical approach, methodology and work plan are key components of the Technical Proposal. It is 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

Thanking you,

Signature
(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

19.4.3 Proposed Work plan

Sl#	Activity	Weeks							
		1	2	3	4	5	6	7	n
a)									
b)									
c)									
d)									
e)									
f)									
g)									
h)									
i)									
j)									
k)									
l)									
m)									
n)									
o)									
p)									
q)									
r)									
s)									
t)									
u)									
v)									
w)									
x)									
y)									
z)									

1. 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.
2. Duration of activities shall be indicated in the form of a bar chart.

19.4.4 Team Composition

Name of Staff with qualification and experience	Area of Expertise	Position Assigned	Task Assigned	Time committed for the engagement

19.4.5 Curriculum Vitae (CV) of Key Personnel Proposed

<i>General Information</i>	
Name of the person	
Current Designation/Job Title	
Current job responsibilities	
Proposed Role in the Project	
Proposed Responsibilities in the Project	
<i>Academic Qualifications</i>	
Degree	
Academic institution graduated from	
Year of graduation	
Specialization(if any)	
Key achievements and other relevant information (if any)	
Professional Certifications(if any)	
Total number of years of experience	
Number of years with the current company	
Summary of the Professional/Domain Experience	
Number of complete life cycle implementations carried out	
The names of customers (Please provide the relevant names)	
Past assignment details (For each assignment provides details regarding name of organizations worked for, designation, responsibilities, tenure).	
<i>Prior Professional Experience</i>	
Organizations worked for in the past	
Organization name	
Duration and dates of entry and exit	
Designation Location(s)	
Key responsibilities	
<i>Prior Project Experience</i>	
Project name	
Client	
Key project features in brief Location of the project	
Designation	
Role	
Responsibilities and activities	
Duration of the project	
Please provide only relevant projects.	
<i>Proficient in languages</i>	
Against each language listed indicate if speak/read/write	

19.4.6 Deployment of Personnel

Sl#	Name of the Staff	Staff input in Months (in the form of a bar chart)							Total staff man-months proposed
		1	2	3	4	5	6	n	Total
Total									

1. Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category
2. Months are counted from the start of the assignment.



Full time input



Part time input

19.5 Undertaking on Pricing of Items of Technical Response

To (Company letter head)

The General Manager (Admin)
Odisha Computer Application Centre
(Technical Directorate of E&IT Dept., Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: Development & Implementation of Automation system (PARESHRAM) for Department of Labour & ESI, Government of Odisha" with Support for Five (5) Years – Undertaking on Pricing of Items of Technical Response

Sir,

I/We do hereby undertake that Financial proposal submitted by us (against RFP No.: OCAC-TH-16/2019/ENQ/20001, is inclusive of all the items in the technical proposal and is inclusive of all the clarifications provided/may be provided by us on the technical proposal during the evaluation of the technical offer. We understand and agree that our Financial proposal is firm and final and that any clarifications sought by you and provided by us would not have any impact on the Financial proposal submitted by us.

Thanking you,

Signature
(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

19.6 Format for Bank Guarantee for Earnest Money Deposit

To

The General Manager (Admin)
Odisha Computer Application Centre
(Technical Directorate of E&IT Dept., Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: RFP No.: OCAC-TH-16/2019/ENQ/20001

Whereas <<Name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP Ref. No. OCAC-TH-16/2019/ENQ/20001, dated 01.02.2020 for Development & Implementation of Automation system (PARESHRAM) for Department of Labour & ESI, Government of Odisha" with Support for Five (5) Years (hereinafter called "the Bid") to OCAC

Know all Men by these presents that we <<Name of the Bidder>> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <<Nodal Agency>> (hereinafter called "the Purchaser") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

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

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

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- i) Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- ii) This Bank Guarantee shall be valid upto <<insert date>>)
- iii) It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

19.7 Financial Bid Letter

To (Company letter head)

The General Manager (Admin)
Odisha Computer Application Centre
(Technical Directorate of E&IT Dept., Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: Development & Implementation of Automation system (PARESHRAM) for Department of Labour & ESI, Government of Odisha" with Support for Five (5) Years – Financial Bid Submission

Sir,

We, the undersigned, offer to provide the service for Development & Implementation of Automation system (PARESHRAM) for Department of Labour & ESI, Government of Odisha" with Support for Five (5) Years as per RFP No.: OCAC-TH-16/2019/ENQ/20001 and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of <<Amount in words and figures>> exclusive of taxes and duties.

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 5 years from the date of opening of the Bid.

We hereby confirm that our prices do not include any taxes and duties.

We understand that the actual payment would be made as per the existing 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 clauses in RFP/Tender document.

4) QUALIFYING DATA

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

5) BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the <Refer Section No.>. These prices are indicated Financial 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 the clause 6.6 of this RFP document.

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

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

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

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

Thanking you,

Signature
(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

19.8 Performance Security

To

The General Manager (Admin)
Odisha Computer Application Centre
(Technical Directorate of E&IT Dept., Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: RFP No.: OCAC-TH-16/2019/ENQ/20001

Whereas, <<name of the supplier and address>> (hereinafter called "the bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide services for Selection of Software firm for Development & Implementation of Automation system (PARESHRAM) for Department of Labour & ESI, Government of Odisha" with Support for Five (5) Years (hereinafter called "the beneficiary")

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

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

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

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

We further agree that no change or addition to or other modification of the terms of the agreement to be performed there under or of any of the agreement documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. This Guarantee shall be valid until <<<insert date>>

Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary

i.e OCAC. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- i) Our liability under this bank guarantee shall not exceed <<amount>> (Amt. in words).
- ii) This bank guarantee shall be valid up to <<insert date>>.
- iii) It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert date>> failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

19.9 Statement of Deviation

To (Company letter head)

The General Manager (Admin)
Odisha Computer Application Centre
(Technical Directorate of E&IT Dept., Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: Development & Implementation of Automation system (PARESHRAM) for Department of Labour & ESI, Government of Odisha” with Support for Five (5) Years – *Statement of Deviation*

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/Scope of Work

[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.]

Sl#	Deviation	Material	Non-Material	Impacted Deliverable(s)	Impacted Timeline(s)	Financial Impact
1)	<Deviation description >	<Yes / No>	<Yes / No>	<Name(s) of Deliverables to get affected by the Deviation>	<Effect on Timelines due to the Deviation>	<Value >
2)	<Deviation description >	<Yes / No>	<Yes / No>	<Name(s) of Deliverables to get affected by the Deviation>	<Effect on Timelines due to the Deviation>	<Value >
3)	<Deviation description >	<Yes / No>	<Yes / No>	<Name(s) of Deliverables to get affected by the Deviation>	<Effect on Timelines due to the Deviation>	<Value >

B. Any other areas

Thanking you,

Signature
(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

**Development & Implementation of
Automation system (PARESHRAM) for
Department of Labour & ESI,
Government of Odisha**

MASTER SERVICE AGREEMENT



ODISHA COMPUTER APPLICATION CENTRE

[TECHNICAL DIRECTORATE OF E&IT DEPARTMENT, GOVERNMENT OF ODISHA]

OCAC Building, Acharya Vihar Square, Bhubaneswar-751013, Odisha, India

W: www.ocac.in | **T:** 0674-2567295/2567283 | **F:** 0674-2567842

20 MASTER SERVICE AGREEMENT

THIS AGREEMENT is made on this day of _____ by and

Among:

- (i) Orissa Computer Application Centre, the Designated Technical Directorate of Electronics and Information Technology Department, Government of Odisha having its office at Plot – N-1/7-D, Po- RRL, Acharya Vihar Square, Bhubaneswar - 751013, Odisha. (hereinafter called "OCAC") which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, administrator, executive & representative of the FIRST PART,

AND

- (ii) **Governor of Odisha**, represented by Labour Commissioner, Odisha, Bhubaneswar, 751001, duly authorized by Government in Labour & ESI Department, hereinafter referred to as "**Labour & ESI Department**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the SECOND PART

AND

- (iii) **<SI>**, a registered company under the Indian Companies Act, 1956 having a registered office at -----, INDIA hereinafter referred to as System Integrator (SI) (which expression unless excluded or the context otherwise required hereof includes its successors, administrator and assigns) Represented through its authorized representatives-----, who are duly authorized by <SI> by means of Board Resolution to execute this agreement of the THIRD PART

WHEREAS

- A. OCAC had invited RFP for Selection of System Integrator on behalf of Labour and ESI Department to implement the Labour Reforms & Computerization for Labour Directorate and Directorate of Factories and Boilers, Odisha.
- B. Labour & ESI Department has decided to entrust the above assignment to OCAC, which in turn select an SI for design, develop, and maintain Labour and ESI e-Governance System (PARESHRAM) Software Solution.

- C. <SI> a registered company under the Indian Companies Act, 1956 having a registered office at __, INDIA, has agreed to render such services.
- D. The Labour & ESI Department intends to grant to the OCAC the right to undertake and implement the PARESHRAM Project through SI on the terms and conditions set forth below.
- E. The 52 services shall be automated and made online and the System shall Go Live in the Implementation Phase over a period of 40 weeks from the date of agreement. The Operation and Maintenance period will be effective from the date of Go-Live of all modules of PARESHRAM Project for period of next five years.
- F. The SI undertakes to implement, the PARESHRAM Project during the "term". As part of the acceptance inter alia, the SI shall furnish the Performance Guarantee as defined in this Agreement.

NOW THEREFORE, IN VIEW OF THE MUTUAL PROMISES AND CONSIDERATIONS SET OUT HEREIN, THE PARTIES DO HEREBY AGREE AND AFFIRM HERE AS UNDER THIS AGREEMENT AS FOLLOWS:

2 DEFINITIONS AND INTERPRETATION

DEFINITIONS

In this Agreement, unless the context requires otherwise:

1. **"Agreement"** means this Master Service Agreement (MSA) along with all other documents signed between the Parties pursuant to the Project including and not limited to the Request for Proposal (RFP), Service Level Agreement (SLA), Non Disclosure Agreement (NDA) and Work Order together with all of their Schedules and Annexures.
2. **"Agreement Period"** means the period between signing of this agreement and the end of the project as defined in the agreement.
3. **"Adverse Effect"** means material adverse effect on (a) the ability of the SI to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legal validity, binding nature or enforceability of this Agreement.
4. **"PARESHRAM PROJECT"** means PARESHRAM Project involving for the design, development, deployment and maintenance of PARESHRAM Software Solution. Project shall be as per the terms laid down in the RFP and provision of services in conformance to the SLA.
5. **"Confidential Information"** means all information including Labour & ESI Department Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel

of each Party and its affiliates which is disclosed to or otherwise learned by the other Party (whether a Party to this MSA or a SLA) in the course of or in connection with this MSA (including without limitation such information received during negotiations, location visits and meetings in connection with this MSA or SLA).

6. **“Deliverables”** means the products, infrastructure and services agreed to be delivered by the SI in pursuance of the agreement as defined more elaborately in Volume II of the RFP.
7. **“Odisha State Data Centre/SDC”** means the Odisha State Data 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.

8. **"Effective Date of Agreement/ Effective Date"** means the date on which this MSA is signed by both the Parties.
9. **"FRS"** (Functional Requirements Specifications) means this document describes the user-level functional requirements of the Labour & ESI Department applications.
10. **"Go-Live"** Go Live shall mean when all the 52 services or all services under a single module as part of the project as listed in the RFP have been automated, made online and rolled out after the development and deployment of PARESHRAM Software Solution, installation of IT & Non-IT Infrastructure, deployment of manpower and operationalization of services at all locations.
11. **"Department Data"** means all proprietary data of Department generated out of operations and transactions, documents and related information including but not restricted to citizen/ business / department data which the SI obtains, possesses or processes in the context of providing the Services to the citizens pursuant to this MSA and the SLA.
12. **"Intellectual Property Rights"** means and includes any authorized documents of the department, scanned and digitized records and all rights in the PARESHRAM Software Solution, 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.
13. **"Material Breach"** means a breach by either Party of any of its obligations under this MSA or the SLA which has or is likely to have a Material Adverse Effect on the Project and such Party shall have failed to cure.
14. **"Parties"** means Department and SI for the purposes of this MSA, SLA & NDA.
15. **"Performance Guarantee"** Means the guarantee provided by a Scheduled / Nationalized Bank in favor of the SI for an amount and validity period as mentioned in Volume II of the RFP.
16. **"Work Order"** Means a written document in the form of a letter of engagement issued to the SI by Department or any other written document approved from time to time by

OCAC/Department to evidence the Parties' intention to engage SI to provide Services to Department under the SLA in accordance with this MSA and to describe the services to be performed including a Statement of Work.

17. **"Project Implementation"** Means Project Implementation as per the scope of work of SI specified the RFP.
18. **"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 MSA or the SLA.
19. **"Proprietary Information of Department"** means Proprietary Information of Department provided to the SI for providing Services and includes all the

- modifications, enhancements and other derivative works of such Department's Proprietary Information arising as a result of Services rendered by the SI.
20. "**Replacement SI**" means any third party that Department appoints to replace SI either upon expiry of the Term or on the termination of the MSA or the SLA or any part thereof.
 21. "**Required Consents**" Means the consents, waivers, clearances and licenses to use Department's Intellectual Property Rights, rights and other authorizations as may be required to be obtained and / or vetted, as applicable for the System & Software and other items that Department are required to make available to SI pursuant to this MSA or the SLA.
 22. "**RFP**" Means the documents containing the Technical, Functional, Operational, Commercial and Legal Specifications, Process for the implementation of the Project, and includes the corrigenda, clarifications, explanations and amendments issued by Department from time to time. FRS document does not constitute part of RFP. FRS document is only a referral document for the bidders.
 23. "**Service**" The entire services which the bidder is required to provide to Labour & ESI Department under the contract. Services includes inter alia design, development, testing, implementation, deployment and operation & maintenance support and other such obligations of the successful bidder covered under the contract.
 24. "**Service Level**" Means the level of service and other performance criteria which will apply to the Services as set out in Service Level Agreement.
 25. "**Service Level Agreement (SLA)**" Means the Performance and Maintenance SLA, executed by and between Department **and** SI as per the details set out in Section 19 "Service Level Agreement".
 26. "**Stakeholders**" Means the Department or its nominated agencies, Government Employees, Other government Departments, businesses & citizens.
 27. "**Term**" Means the duration of this MSA and SLA. This "Term" includes the Implementation Phase and Operation & Maintenance Phase as specified in the RFP.
 28. "**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.

e) INTERPRETATION

References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it.

Words denoting the singular shall include the plural and vice versa and words denoting persons shall include firms and corporations and vice versa.

Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and similar words refer to this MSA as a whole and not to any particular Article, Schedule. The term

Articles, refers to Articles of this MSA. The words "include" and "including" shall not be construed as terms of limitation. The words "day" and "month" mean "calendar day" and "calendar month" unless otherwise stated. Where, because of a difference in time zone, the calendar day or calendar month in one Country differs from another Country, then the calendar day or calendar month shall be deemed to be the calendar day or calendar month applicable to India. The words "writing" and "written" mean "in documented form", whether electronic or hard copy, unless otherwise stated. Any reference to attorneys' fees shall include fees of the professional assistants of such attorneys.

The headings and use of bold type in this MSA or the SLA are for convenience only and shall not affect the interpretation of any provision of this MSA or the SLA.

Ambiguity and Discrepancy: In case of ambiguities or discrepancies within the MSA or the SLA, the following shall apply:

- Between two Articles of this MSA or the SLA, the provisions of specific Article relevant to the issue under consideration shall prevail over those in other Article;
- Between any value written in numerals and that in words, the latter shall prevail; and
- Between the provisions of this MSA or the SLA and any other documents forming part of the MSA or the SLA, the former shall prevail.

STRUCTURE

This MSA or the SLA shall operate as a legally binding services agreement specifying the master terms which apply to the Parties under this MSA or the SLA and to the provision of the Services by the SI to OCAC/Department under the duly executed SLA.

The Parties shall execute the SLA as per the terms and conditions of this MSA or the SLA.

The SLA in respect of the Operation and Maintenance is being entered into concurrently with this MSA among OCAC & Department and SI. In respect of any future SLAs entered into between the Parties, each of the Parties shall observe and perform the obligations set out herein.

In the event of a change of Control of the SI, SI shall promptly notify OCAC of the same and in the event that the net worth of the surviving entity is less than that of SI prior to the change of Control, the OCAC may within 30 days of the OCAC, becoming aware of the change in Control, require a replacement of existing Performance Guarantee furnished by the SI from a guarantor acceptable to the OCAC (which shall not be SI or any of its associated entities). If such a guarantee cannot be obtained within 30 days of OCAC becoming aware of the change in Control, OCAC may exercise its right to terminate the SLA within a further 30 days by written notice, to become effective when specified in such notice. Pursuant to termination, the consequences of termination as set out in Article 9 will become effective. The internal reorganization of the SI shall not be deemed an event of a change of Control for purposes of this Article 2.3.4 unless the surviving entity is of less net worth than the predecessor entity.

The project engagement which includes the Project Implementation Phase will be governed by the acceptance and testing criteria as defined in the RFP. The SI shall provide necessary support in obtaining Third Party testing / clearance which may include statutory and other tests and clearances.

CONDITIONS PRECEDENT

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

Conditions Precedent for the Project Implementation Stage

Subject to express terms to the contrary, the rights and obligations of the Parties in respect of the Project Implementation Stage shall be effective only upon fulfilment of all the conditions precedent which are set out here ("Conditions Precedent for the Project Implementation Stage"). However, the OCAC 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 SI:

- a. Provided Performance Security/Guarantee and other guarantees/ payments to the OCAC as specified in section 5.1 of this MSA; and
- b. Provide the OCAC certified true copies of its constitutional documents and board resolutions authorizing the execution, delivery and performance of this MSA or the SLA;

Conditions Precedent for the Project Operations and Maintenance Stage

Subject to express terms to the contrary, the rights and obligations of the Parties in respect of the Project Operations and Maintenance Stage shall be effective only upon fulfillment of all the conditions precedent set out here ("Conditions Precedent for the Project Operations and Maintenance Stage").

However, OCAC, 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 SI:

- a. The PARESHRAM Software Solution is tested, audited, certified and deployed in accordance with respective provisions of the RFP;
- b. The IT and physical infrastructure is established in all the locations as required under Scope of Work in this RFP; and
- c. Manpower are deployed all the locations as required under Scope of Work in this RFP; and
- d. Necessary training is imparted to the stakeholders as required under section Scope of Work in this RFP; and
- e. Project is declared Go-Live by Department;
- f. The relevant provisions set out in the Exit Management Schedule as per Schedule II hereof are complied with and formalities contained therein fulfilled to the reasonable satisfaction of the Department

Non-fulfillment of Conditions Precedent

- a. In the event that any of the Conditions Precedent relating to SI has not been fulfilled and the same has not been waived by OCAC fully or partially, this MSA and the SLA shall cease to have any effect as of that date.
- b. In the event that the MSA and the SLA fails to come into effect on account of non-fulfillment of the SI's Conditions Precedent; provided the failure is solely attributable by the SI, OCAC shall not be liable in any manner whatsoever to the SI and OCAC shall forthwith forfeit the Performance Guarantee.
- c. In the event that vacant possession of any of OCAC facilities and/or Project Data has been delivered to the SI prior to the fulfillment in full of the Conditions Precedent, upon the termination of this MSA and the SLA such shall immediately revert to OCAC, free and clear from any encumbrances or claims.
- d. Instead of terminating this MSA and the SLA as provided in 2.4.2 above, the Parties may extend the time for fulfilling the Conditions Precedent and the Term of this MSA and the SLA by mutual agreement. It is clarified that any extension of time shall be subject to imposition of penalties on the SI linked to the delay in fulfilling the Conditions Precedent.

3 INITIALISATION PHASE

SCOPE OF CONTRACT

With the strategic objective to improve the "Ease of Doing Business" in the State, the Labour & ESI Department aims at adopting IT-enabled Government process for online delivery of services with end to end automation.

This is to provide services to both internal and external stakeholders of the ecosystem in timely, cost effective and transparent manner and thereby improve the ranking of Odisha under "Ease of Doing Business" as per guidelines of DIPP, Govt. of India from time to time satisfying the following objectives

- i. Simplify Processes – To introduce systems that simplify and offer the G2B and G2C services in a convenient and cost-effective manner as a part of ease of doing business with the Department.
- ii. Enhanced Service Delivery – Provide online and technology based services to stakeholders with enhanced transparency and responsiveness.
- iii. Speedy Processing – Efficient technology automation of processes – application verification, approval, issue, audit and support functions.
- iv. Automated Work Flow – Create a central, secure electronic repository of all records and enable an integrated work flow across different functions.
- v. To establish Interface among all stakeholders which are easy to access and interoperable
- vi. Single Data Entry/Retrieval source –The presence of a central repository will ensure that there is a single point of entry for data, once data is created it will be a single view for various touch points trying to access that data

- vii. Effective Tracking & Monitoring – Automatic generation of meaningful Management Information System (MIS) Reports: The statistics and the data which is so critical to the Department for their internal process improvements, audits and forecasts would be available through automated periodical reports containing the required information in a structured way.

In addition to the above, Project is to align with the business reforms requirement of the Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry, under "Ease of Doing Business" initiative with following features

- i. Publish information on the procedure and a comprehensive list of all documents that need to be provided on the web-site
- ii. Define clear timelines mandated through the Odisha Right to Public Service Act 2012
- iii. Design and implement a system that allows online application, payment, tracking and monitoring without the need for a physical touch point for document submission and verification, facilitating self-certification, voluntary compliance by enterprise & businesses
- iv. Ensure that the system allows users to download the final signed approval certificate from the online portal
- v. Allow third parties to easily verify approval certificates in the public domain of at least past two years in the public domain

This MSA and the SLA shall govern the provision of the services by the SI as listed below. Total of 53 services are to be delivered through an online mechanism. The rollout of these services are segregated into five phases. , viz., Phase 1, Phase 2, Phase 3, Phase 4 and Phase 5 The following table shows the aggregate number of services which would become available in each phase.

SI No	Phases	Labour Directorate	F&B Directorate	Total No of Services	Timeline
1	Portal with common features				T+16 Weeks
2	Phase 1	7	6	13	
3	Phase 2	7	4	11	T+22 Weeks
4	Phase 3	5	2	7	T+28 Weeks
5	Phase 4	5	5	10	T+34 Weeks
6	Phase 5	5	6	11	T+40 weeks
Total		29	23	52	

** Including Self Certifications and Voluntary Compliance Scheme*

Note: The total time duration for developing and making all the services online is 40 weeks only.

f) List of Services of Labour and Factories & Boilers Directorate

Phases	Act Name / Service group	Directorate	Module Names	Service Names
Phase-I	Orissa Shops & Commercial Establishments Act, 1956 And Orissa Rules 1958	Labour	Registration of Shop & commercial Establishment	<ol style="list-style-type: none"> 1. New Registration of RC 2. Amendment/Transfer / Cancellation/ Closure of RC
	Contract Labour (R&A) Act, 1970 And Orissa Rules, 1975		Registration of Establishment and Issue of License to Contractor	<ol style="list-style-type: none"> 1. New RC 2. Amendment of RC/ Revocation of RC 3. New Licence / Renewal of Licence to Contractor 4. Amendment of License/ Revocation/ Suspension of License 5. Appeal
		Factories & Boilers	Plan approval and grant of licenses for Factories	<ol style="list-style-type: none"> 1. Approval of New Plan of Factories 2. Approval of Extension Plan of Factories 3. Registration and Grant of Factory license under the Factories Act, 1948 4. Renewal of Licence under Factories Act, 1948 5. Amendment of Licence under Factories Act, 1948 6. Transfer of Licence under Factories Act, 1948
Total Modules and Services in Phase-I			3 modules	13 Services

Phase-II	The Inter State Migrant Workmen (RE&CS) Act, 1979 and Orissa Rules 1980	Labour	Registration of Establishment and issue of License to Contractor/Agent for recruitment/employment of Inter State Migrant Workmen	<ol style="list-style-type: none"> 1. New Certificate of Registration 2. Amendment of Certification of Registration/Revocation of RC 3. New License / Renewal of License to Contractor/ Agent for Recruitment/ Employment 4. Amendments of License to Agent / Contractor/ Revocation/ Suspension of License 5. Appeal for Registration Certificate / License
	State Action Plan		<i>Implementation of State Action Plans for Migrant Workers and Child Labour</i>	<ol style="list-style-type: none"> 1. Voluntary Registration of Migrant Workers 2. Rescue of Child Labour and Follow Up Action
		Factories & Boilers	Registration & renewal of Boilers and approval of repair orders of boiler & steam pipeline drawing	<ol style="list-style-type: none"> 1. Registration/ Renewal of boiler under the Boilers Act, 1923/approval of repair orders of 2. Inspection of Boilers and Issue of Provisional order for renewal / Grant of short duration certificate under the Boilers Act, 1923/ approval of repair orders of boilers 3. Approval of erection permission of Boilers 4. Approval of Steam

				Pipeline drawings under the Boilers Act
Total Modules and Services in Phase-II			3 Modules	11 Services
Phase-III	Inspection Submission of monthly Report by DLOs, DLCs	Labour	Inspection and follow up action	1. Uploading of Inspection Report by the Inspector and follow up action / Submission of monthly Report by DLOs, DLCs
	Self-Certification/ Voluntary Compliance Scheme		Self Certification of Shops and Commercial Establishments/Start Ups	<ul style="list-style-type: none"> • Self-Certification of Orissa Shops & Commercial Establishments Act, 1956 And Orissa Rules 1958 • Self-Certification for establishment registered under Start-Up Odisha Policy 2016. <ul style="list-style-type: none"> i. Self-Certification Checklist for the Building And Other Construction Workers' (RE&CS), 1996 And Orissa Rules 2002 ii. Self-Certification Checklist for the Inter State Migrant Workmen (RE&CS) Act, 1979 and Orissa Rules 1980 iii. Self-Certification Checklist for the Contract Labour (R&A) Act, 1970 And Orissa Rules, 1975 iv. Self-Certification Checklist for the Payment Gratuity Act, 1972 and Rules 1974

				<ul style="list-style-type: none"> Enrolment/ compliance under the voluntary compliance scheme for Industries & Commercial Establishments. Self-Certification of Factories and Boilers
	The Building And Other Construction Workers' (RE&CS), 1996 And Orissa Rules 2002		Registration of Establishment	<ol style="list-style-type: none"> Certificate of Registration Amendment of Certification of Registration/ Revocation of RC Appeal
	Statutory Return		Annual Return	Filing of combined Annual Returns by Owners/Employers of Factories / Establishment
	Statutory Inspection	Factories & Boilers	Investigation and inspection reports	<ul style="list-style-type: none"> Inspection Reporting Management System & Self-Certification Scheme Accident Investigation Mock Drill
Total Modules and Services in Phase-III			5 Modules	7 Services

Phase-IV	The Motor Transport Workers Act, 1961 And Orissa Rules, 1966	Labour	Registration of Motor Transport undertakings	<ol style="list-style-type: none"> New Certificate of Registration or Renewal of Certificate of Registration Amendment or Transfer or Cancellation of Certificate of Registration
				<ol style="list-style-type: none">

	The Beedi and Cigar Workers (CE) Act, 1966 And Orissa Rules, 1969		Licence to Industrial premises	<ol style="list-style-type: none"> 4. New License / Renewal of License 5. Cancellation of License 6. Appeal
	Endorsements and Validations	Factories & Boilers	Endorsements and Validations of Boiler Resource Persons (Attendant, Operation Engineer, Welder etc.)	<ol style="list-style-type: none"> 1. Endorsement of certificates of Boiler Attendants 2. Endorsement of certificates of Boiler Operation Engineers 3. Revalidation and Endorsement of Welder's certificate
	Examination		Examination for Boiler attendant and boiler operation engineers	<ol style="list-style-type: none"> 1. Boiler Operation Engineers' Certificate of Proficiency examination 2. Boiler Attendants' Certificate of Competency examination
Total Modules and Services in Phase-IV			4 Modules	10 Services
Phase-V	Odisha Industrial Establishments (National & Festival) Holidays Act, 1969 And Orissa Rules 1972	Labour	Approval of list of Holidays	<ol style="list-style-type: none"> 1. Approval of list of Holidays
	Industrial Employment (Standing Orders) Act, 1946 And Orissa Rules 1946		Certification of Standing orders	<ol style="list-style-type: none"> 2. Certification of Standing Orders 3. Modification of Certified Standing Orders
	The Trade Unions Act, 1926 And Regulation, 1941		Registration of Trade Union	<ol style="list-style-type: none"> 4. Grant of Certificate of Registration 5. Amendment of Certification of Registration /

				Cancellation of CoR	
	Grant Renewal Certificates	& of	Factories & Boilers	Grant & Renewal of Certificates	<p>6. Grant of certificate for manufacture of Boilers and pressure part components</p> <p>7. Renewal certificate for manufacture of Boilers and pressure part components under the Boilers Act, 1923</p> <p>8. Grant of Erector certificate for Boiler and Steam pipelines under the Boilers Act, 1923</p> <p>9. Renewal of Erector certificate for Boiler and Steam pipelines under the Boilers Act, 1923</p> <p>10. Grant of Repairer Certificate for Boilers and Steam pipeline under the Boilers Act, 1923</p> <p>11. Renewal of Repairer Certificate for Boilers and Steam pipeline under the Boilers Act, 1923</p>
Total Modules and Services in Phase - V				4 Modules	11 Services

Frequently and Less Frequently Used Services:

SI No	Category	Services Name	Approx. No. of Successful Completion of Applications
Labour			
1	Frequently	New Registration of RC (OSCE ACT)	30 – 50
2	Frequently	Inspection	30 – 50
3	Frequently	Voluntary Registration of Migrant Workers	30 – 50
4	Frequently	MIS Data of Rescued Migrant Worker	30 – 50
5	Frequently	Rescue of Child Labour and Follow Up Action	30 - 50
6	Less Frequently	Rest all Services	2 – 5
Factories & Boilers			
1	Frequently	Renewal of Licence under Factories Act	30 – 50
2	Frequently	Inspection of Boilers and Issue of Provisional order for renewal / Grant of short duration certificate under the Boilers Act	30 – 50
3	Frequently	Filing of combined Annual Returns by Factory Owners/Establishment	30 – 50
4	Frequently	Statutory Inspection	30 – 50
5	Less Frequently	Rest all Services	2 – 5

The Scope of work will be in compliance with the following:

- a) RFP : Reference Number: ___
- b) Functional Requirements Specifications Document, Directorate of Factories & Boilers:
- c) Functional Requirements Specifications Document, Labour Directorate
- d) Proposal submitted by <SI> in response to the RFP

- e) Letters of clarification submitted by <SI> on <Dated> during Technical Presentation
- f) To Be Process documents

COMMENCEMENT AND DURATION OF THIS MSA

This agreement shall come into effect on this date i.e. _ (hereinafter the "Effective Date") and shall continue till the completion of five years of Operations and Maintenance of the PARESHRAM Project post the Go- Live of PARESHRAM Project.

SCOPE AND PROVISION OF THE SERVICES

The provision of Services to the Stakeholders with certainty and speed with timely deliveries is the essence of the Agreement between the Parties.

The SI represents that it is a competent provider of a variety of information technology and business process management services. The SI will keep abreast of the relevant technical, managerial and operational requirements applicable to the provision of the Services and best practices in this area and will share its knowledge with OCAC/Department regarding matters which would assist Department in its use of the Services, provided that the SI shall not be obligated to share other client information or the Confidential Information of the SI not relevant to this MSA or the SLA.

The SI shall enter into a Service Level Agreement with OCAC & Department and shall perform the services pursuant to the Service Level Agreement and in accordance with the MSA.

The SI shall perform the Services (a) in professional manner commensurate with professional industry and technical standards which are generally in effect for international projects and innovations pursuant thereon similar to those contemplated by the MSA or by the SLA, (b) so as to comply with the applicable Service Levels if any in accordance with the terms of the SLA under this MSA and (c) in a manner adaptable to the common operating environment.

In providing the Services, the SI will ensure that no disruption is caused to OCAC/Department's normal business operations.

g) PROJECT TIMELINES

SI shall make the System Go-Live as per the Timelines depicted below. SI shall provide progress of implementation and facilitated periodic review.

Implementation Plan	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10
Track 1										
Data Migration, Digitization, Scanning and Linking										
Factories and Boilers										
Labour Directorate										
Track 2										
Project Inception Report										
Data Center Hardware Requirements										
Design Document										
Track 3										
Phase-1										
Requirement Gathering, SRS, Development, Testing of Phase 1										
Services and Portal with Common Features										
UAT for Phase 1 Services										
Deployment and Go-Live Readiness										
Third Party Security Audit										
User Awareness and Capacity Building (Training)										
Deployment at SDC & Go-Live-1										
Bug Fixing and feedback incorporation (Phase-1 Services)										
Phase 2										
Requirement Gathering, SRS, Development, Testing of Phase 2										
Services and Portal with Common Features										
UAT for Phase 2 Services										
Deployment and Go-Live Readiness										

PROJECT DELIVERABLES

SI shall adhere to the delivery of time phased deliverables for the project is listed below:

IMPLEMENTATION PHASE			
Milestone	Deliverables	Deliverable Components	Signoff Timeline
PROJECT INCEPTION	Inception Report	Integrated Project Management Plan, Final Project Schedule, Project Organization and Management Plan, Task, Time, and Resource Schedules, RACI Matrix, Development Methodology, Data Migration, Data Entry, Data Digitization Roadmap, Risk Mitigation Plan, Quality Management Plan, Integration testing Plan, UAT Plan, Training Plan, Project Rollout Plan, Operations & Maintenance Plan, Project Communication Plan, Exit Management Plan	T + 1 Weeks
		System Design Document (SDD)	T + 4 Weeks
DESIGN	Solution Design	LDD and HDD	
		Solution Architecture, Integration Architecture	
		IT Infrastructure	Data Center Hardware Requirements
Deliverables of each of the five Phases			
Phase 1 - Phase 5	SRS	System Requirements Specifications (SRS) of respective phases	As defined
	Source Code	Source Code of Services of respective Phases	
	UAT Phase	User Acceptance Testing Results, UAT Completion Report	
	Third Party System Audit	Security Audit Report, Safe to Host Report, Gaps Identified during System Audit, Action Taken Report on System Audit Report(s)	
	Training and IPR	Detailed Training Plan, Learning Materials (User Manual, Administrator Manual etc.)	
		Training results, Completion Report	
		Digital Signature Training and Institutionalizing Report	
	IPR Transfer and Handover Report (Data Digitization, Source Code, Documents, Reports)		
	Comprehensive List of Solution Stack (Bespoke and Third Party Tools / Utilities		

Deployment	/ System Software along with version and release)
	Report on System Deployment in State Data Center
	Comprehensive System Configuration and Version Control Report
Go-Live	Handing Over of IPR in two sets in DVD

		Go-Live / Launch Completion Report for all the phases	
Recurring Activities	Data Digitization	Submission of digitized records to the Department for both directorate	Daily
	Source Code	Submission of source code to the Department	Weekly
ONGOING STATUS REPORTS	Ongoing Status Reports	Results accomplished during the prior period	Weekly
		Cumulative deviations to date from schedule of progress milestones as specified in the Agreed and Finalized Project Plan	Weekly
		Corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule	Weekly
		Other issues and outstanding problems; proposed actions to be taken	Weekly
		Project Risks and Mitigation	Weekly
		Quality Metrics	Weekly
		O&M Phase	
USER SUPPORT	Data Entry Operator / User Support	Completion Report	End of Quarter 1 and Quarter 2 post go-live
ONGOING STATUS REPORTS	Ongoing Status Reports	Project Risks and Mitigation	Weekly
		Issue Log and Resolutions	Weekly
		O&M SLA Metrics	Quarterly

COMMENCEMENT AND DURATION OF THE SLA

The Operation and Maintenance SLA will commence from the date of complete go-Live of the project and shall run for a period of 5 years unless terminated as provided herein. The SLA shall commence on the date on which it is fully executed by the Department and the SI and shall, unless terminated earlier in accordance with its terms or unless otherwise

agreed by the Parties, expire on the date on which this MSA expires or terminates for any reason.

APPROVALS AND REQUIRED CONSENTS

The SI shall cooperate to procure, maintain and observe all relevant and customary regulatory and governmental licenses, clearances and applicable approvals (hereinafter the "Approvals") necessary for the SI to provide the Services.

The OCAC shall assist SI in obtaining the Approvals/required consents. In the event that any Approvals/required consents is not obtained, the SI and the OCAC and Department will cooperate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for OCAC/Department to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such Required Consent is obtained, provided that the SI shall not be relieved of its obligations to provide the Services and to achieve the Service Levels until the Required Consents are obtained if and to the extent that the SI's obligations are dependent upon such Required Consents.

USE AND ACQUISITION OF ASSETS

ACQUISITION OF LISTED ASSETS

- a. The SI shall conduct proper testing and analysis of the proposed Listed Assets as mentioned in definition of this MSA to ensure that they fulfill the requirements of the Project, pursuant to the MSA or to the SLA.
- b. The SI shall submit the testing results, its analysis and its own recommendation about the Listed Assets to OCAC/Department for approval.
- c. The SI shall ensure that all the Listed Assets comply with all the requirements pursuant to the MSA or to the SLA.

USE OF PROJECT ASSETS During the Term, the SI shall:

- (i) take all reasonable and proper care of the Project Assets in proportion to their use and control of such Project Assets which will include all upgradation and improvements to meet the current needs of the PARESHRAM Project; and
- (ii) Keep all the tangible Assets in as good and serviceable condition and/or the intangible Assets suitably upgraded subject to the relevant standards as stated in RFP as at the date the SI takes control of and/ or first uses the Assets and during the entire Term of the Agreement; Pursuant to technological obsolescence, upgradation will also be required to be done by SI; and
- (iii) ensure that any instructions or manuals supplied and provided by the manufacturer of the Project Assets for their use to the SI will be followed by SI and any person(s) who will be responsible for the use of the Project Assets; and
- (iv) take such steps as may be properly recommended by the manufacturer of the Project Assets and notified to the SI or as may, in the reasonable opinion of the SI, be necessary to use them in a safe manner; and

- (v) to the extent that the Project Assets are under the control of the SI, keep the Project Assets suitably housed and in conformity with any statutory requirements from time to time applicable to them; and
- (vi) procure permission from OCAC and any persons duly authorized by them to enter any 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; and
- (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; and
- (viii) not sell, offer for sale, assign, mortgage, encumbrance, pledge, hypothecate, sub-let or lend out any of the OCAC/Department and Project Assets; and
- (ix) use the Project Assets only in accordance with the terms hereof and those contained in the Agreement; and
- (x) obtain and/or maintain standard forms of comprehensive insurance including liability insurance, system and facility insurance and any other insurance for the personnel, assets, data, software, etc. to be used for the Project; (SI will be only responsible to take Insurance coverage of the Assets to be delivered up to the first point of delivery of the said assets to the respective delivery locations as requested by OCAC); and
- (xi) to ensure the integration of the software with hardware to be installed and the current Project Assets in order to ensure the smooth operations of the entire solution architecture to provide efficient services to all the Stakeholders of OCAC/Department in an efficient and speedy manner; and
- (xii) to provide a well-prepared documentation for Users in form of a user's manual, a clear plan for training, educating and hand holding the users and shall form part of both Project Implementation Phase and Operations and Maintenance Phase until bringing up to speed; and
- (xiii) train the team identified by OCAC/Department, which will be in place during know-how transfer and it will be responsible for trouble shooting all post implementation and maintenance activities; and
- (xiv) transfer the ownership of the Project Assets (not already with Department) which shall include the hardware and system software for IT Infrastructure for PARESHRAM Application Software deployment in DC including the source code and associated documentation to OCAC/Department at the appropriate time, in accordance with the terms of the Agreement;
- (xv) a sign off from OCAC/Department at each stage is essential to close for each of the above considerations. If there is a delay in providing sign off by the Department for reasons not attributable to the SI, then the requirement for sign off will be waived off by the Department.

TRANSFER OF LISTED ASSETS

SI shall transfer the ownership rights of the Assets to Department after acceptance of delivery by the department.

ACCESS TO SI TO PARESHRAM Project Locations

For so long as the SI provides services to the Department from any project location on a non-permanent basis and to the extent necessary for the SI to provide the facilities management services and at no cost to the SI, Department shall, subject to compliance by the SI with any safety and security guidelines which may be provided by OCAC/Department and notified to the SI in writing, provide the SI with:

- (i) Reasonable access to Project Location 24 (twenty four) hours a day, 7 (seven) days a week; and
- (ii) Work space for the SI project team, 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 SI to perform its obligations hereunder and under the SLA.

Locations and items shall be made available to the SI on an "as is, where is" basis by the OCAC. The SI agrees to ensure that its employees, representatives, agents and contractors do not use the location, services and items referred in this RFP:

- (i) for the transmission or receipt of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or
- (ii) 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).

4 MANAGEMENT PHASE GOVERNANCE

The review and management process of this MSA or the SLA shall be carried out in accordance with the Governance Schedule and shall cover all the management aspects of the Project.

USE OF SERVICES

Department will undertake and use the Services in accordance with any instructions or procedures as per the acceptance criteria as set out in the SLA that may be agreed by the Parties from time to time.

Department shall be responsible for the operation and use of the Deliverables resulting from the Services by or on behalf of the SI.

CHANGES

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

SECURITY AND SAFETY

SI will comply with the all the directions issued from time to time by OCAC and standards as stated in the RFP, in so far as it applies to the provision of the Services.

SI shall comply with OCAC information technology security and standards policies in force from time to time at each location of which, OCAC makes the SI aware in writing insofar as the same apply to the provision of the Services.

SI shall use reasonable endeavors to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with Department's data, facilities or Confidential Information.

The Parties under the SLA shall promptly report in writing to each other any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at OCAC's/Department's Facilities.

5 FINANCIAL TERMS & TIMELINES

PERFORMANCE BANK GUARANTEE

The SI shall at his own expense deposit with OCAC, within fifteen (15) working days of the date of notice of award of the contract, an unconditional and irrevocable Performance Bank Guarantee from a scheduled/nationalized bank acceptable to, payable on demand, for the due performance and fulfillment of the contract by the SI.

- (i) Performance Bank Guarantee will be 10% of Total Financial Quote (Total Order Value) of the SI.
- (ii) If the SI delays Contract Performance Guarantee Bond beyond 15 working days, OCAC may penalize the SI by charging 1% of the quoted value per week of delay.
- (iii) All charges and expenses whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the SI.
- (iv) Performance Bank Guarantee shall be valid for 6 months beyond the contract period. In case, there is a limit imposed by bank on maximum validity period of Bank Guaranty, the SI shall furnish the Bank Guaranty for maximum period prescribed by the concerned bank and keep on renewing it before 30 days of expiry till 6 months beyond the contract period
- (v) Performance Bank Guarantee may be discharged/ returned by OCAC upon being satisfied that there has been due performance of the obligations of the SI under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- (vi) In the event of the SI being unable to service the contract for whatever reason, OCAC would revoke the Performance Bank Guarantee. Notwithstanding and without prejudice to any rights whatsoever of OCAC under the contract in the matter, the proceeds of the Performance Bank Guarantee shall be payable to OCAC as compensation for the pre-estimated, pre-determined and pre-agreed loss resulting from SI's failure to perform/comply its obligations under the contract.
- (vii) OCAC shall notify the SI in writing of the exercise of its right to receive such compensation within a reasonable time. OCAC shall also be entitled to make recoveries from the SI's bills, performance security deposit, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

TERMS OF PAYMENT AND PENALTIES

The total order value shall be Rs <Amount> (In words). This value is inclusive of all taxes and duties. Taxes to be applied on actual at the time of invoicing during the entire duration of the contract. For any change in the tax structure, during the tenure of the contract, the Department will be liable to release the payments based on the revised taxes. The bidder will not revise the base price of the invoices to accommodate the additional taxes and duties imposed by Government.

In consideration of the Services and subject to the provisions of this MSA and of the SLA, the OCAC shall pay the SI for the Services rendered in pursuance of this agreement, in accordance with the Payment Terms mentioned in the RFP.

All payments are subject to the application of necessary penalties as required under the SLA. It is clarified here that OCAC will pay in accordance with the Payment Terms and OCAC can also calculate a financial sum and debit the same against the terms of payment as defined in the Payment Terms as a result of the failure of the SI to meet the Service Levels.

Except as otherwise provided for herein or as agreed between the Parties in writing, Department shall not be required to make any payments in respect of the Services (or, without limitation to the foregoing, in respect of the SI performance of any obligations under this MSA or the SLA) other than those covered by the terms of payment as subjected in the Payment Terms. For the avoidance of doubt the Payments shall be deemed to include all ancillary and incidental costs and charges arising in the course of delivery of the Services including consultancy charges, infrastructure costs, project costs, implementation and management charges and all other related costs including taxes

PAYMENT SCHEDULE

- (i) SI shall invest for all the expenses including IT, non-IT infrastructure and deployment of skilled resources to provide all the services as provided under Scope of Work in this RFP.
- (ii) The SI should provide support and maintenance for the PARESHRAM Project for 5 years from the date of Go-Live of the project i.e. after all modules are made go-live. The SI's request for payment shall be made as per the "Terms of Payment" in this RFP.
- (iii) The payment will be released after deducting the penalty as per the penalty clause. The penalties for not achieving SLA are furnished later in this MSA.

The timeline of Implementation phase shall be as mentioned in the table below. The duration of O&M phase shall for the period of 5 years from Go-Live of services. Following are the payment details for various project components.

Implementation Phase:

Service Development and Operation & Maintenance (O&M) Phase

Payment will be released module wise in a staggered manner as described below:

- ii 20% of development cost will be released on submission of module wise Design document and module wise System Requirement Specification (SRS) approval thereof.
- iii 30% of development cost will be released after development and UAT of the respective Modules.
- iv 30% of development cost will be released after Security Audit and Go-Live of the respective Modules.
- v Balance 20% of development cost will be released after one year of successful go live.
- vi The O & M cost shall be released in 20 QGRs (within post implementation support period)

SI #	Phases	Labour Directorate		F&B Directorate		Total No of Services	Timeline
		Modules	Services	Modules	Services		
1	Portal with common features						T+16 Weeks
2	Phase 1	2	7	1	6	13	
3	Phase 2	2	7	1	4	11	T+22 Weeks
4	Phase 3	3	5	2	2	07	T+28 Weeks
5	Phase 4	2	5	2	5	10	T+34 Weeks
6	Phase 5	3	5	1	6	11	T+40 weeks
Total		12	29*	7	23	52	

* Including Self Certifications and Voluntary Compliance Scheme

Note: The total time duration for developing and making all the services online is 40 weeks only.

Integration with External Systems:

- I. The SI shall be paid as per the quoted value in the Financial Bid Format for each successful integration.
- II. The order value shall be released to the SI only after successful Go- Live

Payment for Web portal & DMS:

Cost towards Development & Customization of Web portal and DMS shall be paid after successful Go- Live of both the applications. Annual subscription cost shall be paid annually to the Selected Bidder as per the quoted value of its financial bid.

System Software:

- I. The subscription cost of System Software shall be paid annually to the Selected Bidder as per the quoted value in the Financial Bid Format.
- II. OCAC shall avail the subscription of System Software on yearly basis for 5 years and the subscription cost shall be paid on yearly basis

Note: First year subscription cost of System Software shall be paid after successful Go- Live of all phases

Data Digitization:

- I. The Data Digitization cost shall be paid to the Selected Bidder as per the value quoted in the Commercial Bid Format
- II. The number of pages digitized shall be finalized after review and approved by the OCAC and Department.
- III. The release of order value shall be subjected to the successful Go-Live for the respective group of services

Helpdesk and Data Entry Operators:

- I. The payments shall be made on actual number of resource deployed for Helpdesk and Data Entry at Department offices based on the resource rate provided in the Financial Bid Format.
- II. The number of Helpdesk and Data Entry Operator deployed shall be decided by the Department.
- III. The release of order value shall be made on quarterly basis along with penalties associated to SLA which are provided in RFP.

PAReSHRAM Application Change Request:

- I. **In case of Addition of New Service:** On successful rollout of a new service as per Go-Live category elicited as **“Frequently” and “Less Frequently”** used service . The payment shall be made on the price discovered in this bid process of service development as per Go-Live criteria categorized into “Frequently” or “Less Frequently” used service. The same is illustrated in Sections 3.1 “Frequently ”and “Less Frequently” used service.
- II. **In case of addition of new functionality:** On Successful implementation of each Change Request. The payment shall be made on pre approved effort estimate of man- month efforts by OCAC.

Payment for Security Audit:

Payment shall be made to the SI after submission of safe to host certificate from Cert-IN empaneled agency that carried out the security Audit. The payment shall be made after each security audit.

Penalty Clause:**Service Development:**

For each two weeks of delay in Service Go-Live of individual module, penalty of 0.5 % of the development cost of respective Module shall be applied.

In case there is a delay of 150 percent of the allotted timeline for the respective phases with respect to the given timeline or non-satisfactory performance of the bidder, the authority reserves right to take action against the bidder as deemed proper (such as cancellation of order, increase of penalty percentage etc.).

Penalty will not be applicable if the delay is not attributable to the bidder.

Maximum penalty capping is 10% of the respective module.

O&M Phase:

Penalty shall be applicable as mentioned in the SLA

Penalty Cap: Service Development: 10% of service development cost of individual service.

O&M Phase: 10% of quarterly O&M cost.

If penalty reaches above 10%, it may be treated as unsatisfactory performance by SI. Department may review and cancel the engagement with SI.

Note: An overall delay of more than 50% of time fixed for respective module for go-live is unacceptable and leads towards breach of contract. In this case OCAC will terminate the contract and may award the job to the 2nd bidder after negotiation to execute the work at L1 price.

All payment shall be made on actual basis. OCAC reserves the rights to alter/ append/ update articles in any cost components.

Mandatory Conditions to Meet

Prior to the Go-Live of services of modules of Phase 1 to Phase 5

- Design document should be signed off for respective modules
- Completion of development of Web Portal (before go live of first module of Phase-1)
- Completion of Data Digitization of set of services for respective module of the phase of both Directorates.

System Go-Live of Services of modules : Mandatory conditions

- Completion of SRS of services of that respective Module.
- After successful end to end transaction of services of respective module for both directorates.
- Successful Security Audit and obtaining Safe to Host certificate.

The indicative deliverables for each of the milestones are listed in section 3.5 of this document. The Selected Bidder shall provide all the deliverables and get it approved by Department.

Final settlement of the outstanding invoice of the Selected Bidder shall be subject to seamless exit and handover of the System to Department or its new vendor.

INVOICING AND SETTLEMENT

The provisions of the Invoicing & Settlement Schedule (Schedule V of this MSA) shall apply.

TAX

OCAC shall be responsible for withholding taxes from the amounts due and payable to the SI wherever applicable. The SI shall pay for all other taxes in connection with this MSA, SLA, SOWs . OCAC shall provide SI with the original tax receipt of any withholding taxes paid by Department on payments under this MSA or under the SLA. The SI agrees to reimburse and hold OCAC/Department harmless from any deficiency (including penalties and interest) relating to taxes that are its responsibility under this paragraph. For purposes of this MSA and SLA, taxes shall include taxes incurred on transactions between and among Department, the SI and third party subcontractors.

In the event of any increase or decrease of the rate of taxes due to any statutory notification/s during the Term of the MSA or of the SLA, the consequential effect shall be to the account of the Department.

The Parties shall cooperate to enable each Party to accurately determine its own tax liability and to minimize such liability to the extent legally permissible. In connection therewith, the Parties shall provide each other with (i) any resale certificates, (ii) any relevant information regarding out-of-Department or use of materials, equipment or services and (iii) any direct pay permits, exemption certificates or information reasonably requested by the other Party.

6 PROTECTION AND LIMITATIONS

WARRANTIES

SI warrants and represents to OCAC/Department that:

- (i) it has full capacity and authority and all necessary approvals to enter into and to perform its obligations under the MSA and under the SLA;
- (ii) this MSA and the SLA is executed by a duly authorized representative of the SI;
- (iii) it shall discharge its obligations under the Agreement with due skill, care and diligence
- (iv) there are no actions, suits or proceedings pending or to its best knowledge, threatened against or affecting it before any court, administrative body or arbitral tribunal which might materially and adversely affect its ability to meet or perform any of its obligations under this MSA and the SLA;
- (v) it has the financial standing and capacity to undertake the PARESHRAM Project in accordance with the terms of this MSA and the SLA;
- (vi) the execution, delivery and performance of this MSA and the SLA will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its memorandum of association and articles of association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (vii) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any government authority which may result in any Material Adverse Effect on its ability to perform its obligations under this MSA and/or the SLA no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this MSA and/or the SLA;
- (viii) it has complied with the Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a

- Material Adverse Effect on its ability to perform its obligations under this MSA and/or the SLA;
- (ix) no representation or warranty by it contained herein or in any other document furnished by it to the Department or its nominee including the Proposal or to any government authority contains or will contain any untrue or misleading of material fact or omits or will omit to Department a material fact necessary to make such representation or warranty not misleading;
 - (x) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Agreement or entering into this MSA or for influencing or attempting to influence any officer or employee of the OCAC/Department in connection therewith.

In the case of the SLA, the SI warrants and represents to the OCAC, that:

- (i) the SI 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 SI;
- (iii) the SI 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;
- (iv) the Services will be provided and rendered by appropriately qualified, trained and experienced personnel;
- (v) The SI 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;
- (vi) the Services will be supplied in conformance with all applicable laws, enactments, orders and regulations;
- (vii) the SI will ensure that the equipment, software and hardware supplied and/or used in the course of the provision of the Services are brand new updated, operational and functional; and
- (viii) if SI 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 the extent possible. In the event that such warranties cannot be enforced by Department, the SI will enforce such

warranties on behalf of OCAC and pass on to OCAC the benefit of any other remedy received in relation to such warranties.

Warranties regarding the Project Assets: - Without limiting the warranty obligations set out in the RFP, the SI warrants that:

- (i) The Project Assets purchased by it for the purpose of the PARESHRAM Project conform to technical specifications prescribed in RFP and shall perform according to the said technical specifications. The SI further warrants that such assets are of latest version, non-refurbished, unused and recently manufactured. They shall not be nearing end of sale/ end of support;
- (ii) the Project Assets shall be free from all encumbrances and defects/ faults arising from design, material, manufacture or workmanship or from any act or omission of the SI that may present a snag/fault, under normal use of the same.

Representations and warranties of OCAC/Department: OCAC/ Department represents and warrants to the SI that:

- (i) It has full power and authority to execute, deliver and perform its obligations pursuant to the MSA and the SLA;
- (ii) It has taken all necessary action to authorize the execution, delivery and performance of this MSA and the SLA.

In the event that any occurrence or circumstance comes to the attention of the 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 MSA or the SLA.

Notwithstanding what has been stated elsewhere in the MSA, SLA and the Schedules attached herein, in the event the SI is unable to meet the obligations pursuant to the implementation of the Project and/or provide the Operations and Maintenance Services and any related scope of work as stated in this MSA, SLA and the Schedules attached herein, the OCAC will, inter alia, have the option to invoke the Performance Guarantee after serving a written notice 15 (fifteen) days in advance on the SI. Such right of the Department shall be without prejudice to any other rights or remedies available under law or contract.

THIRD PARTY CLAIMS

Subject to Article below, SI (the "Indemnifying Party") undertakes to indemnify OCAC/Department (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this MSA or the SLA to the extent of the Indemnifying Party's comparative fault in causing such Losses.

The indemnities set out in this Articles shall be subject to the following conditions:

- (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defense;
- (iii) If the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
- (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- (v) all settlements of claims subject to indemnification under this Article will: (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
- (ix) if a Party makes a claim under the indemnity set out under this Article in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

LIMITATION OF LIABILITY

There shall be limitation of liability in case of any damages for bodily injury (including death) and damage to real property and tangible personal property proximately caused by a Party's negligent acts or willful misconduct up to a 100% of the total contract value hereunder for the subject of the claim.

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

Any claim or series of claims arising out or in connection with this MSA or the SLA shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within a period of 24 months from the date when the cause of action first arose or within such longer period as may be permitted by applicable law without the possibility of contractual waiver or limitation.

SI's cumulative liability for its obligations and liabilities (including for damages arising out of breach, negligence, or tort) shall not exceed the actual, direct damage, up to a 100% of the total contract value hereunder for the subject of the claim.

OCAC/Department shall be entitled to claim the remedy of specific performance under this MSA or the SLA.

FORCE MAJEURE

Neither Party to this MSA or to the SLA shall be liable to the other for any loss or damage which may be suffered by the other due (directly) to the extent and for the duration of any cause beyond the reasonable control of the Party unable to perform ("Force Majeure") events such as but not limited to acts of God not confined to the premises of the Party claiming the Force Majeure, flood, drought, lightning or fire, earthquakes, strike, lock-outs beyond its control, labour disturbance not caused at the instance of the Party claiming Force Majeure, acts of government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions etc. No failure, delay or other default of any contractor or sub-contractor to either Party shall entitle such Party to claim Force Majeure under this Article unless that failure, delay or default is itself caused directly by a Force Majeure event.

The Party seeking to rely on Force Majeure shall promptly, within 2 days, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defense with particulars detail in writing to the other Party and shall demonstrate that it has and is taking all reasonable measures to mitigate the events of Force Majeure.

The Party seeking to rely on Force Majeure shall promptly, upon becoming aware of the same, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defense and shall subsequently give particulars to a reasonable level of detail in writing to the other Party of the facts or circumstances giving rise to Force Majeure within three days of the occurrence and shall further demonstrate that it has and is taking all reasonable measures to mitigate the events of Force Majeure.

In the event that an event of Force Majeure substantially prevents, hinders or delays the SI's performance of Services necessary for the operation of OCAC's/Department's critical business functions for a period in excess of 5 days, OCAC/Department may declare that an emergency exists. In the event that the Parties are not able to reasonably resolve the situation within 5 days, OCAC may terminate the affected project engagements under the SLA and/or obtain substitute performance from an alternate supplier. Upon such termination, OCAC shall pay SI within 30 days of receipt of invoice for all Services rendered

and expenses incurred by SI which are not in dispute related to the terminated project engagement(s) in the SLA.

The event of force Majeure is to be reviewed under two categories i.e. prior to commencement of operations and post commencement of operations respectively.

Prior to commencement of operations: If the event of Force Majeure occurs prior to commencement of operations and continues for a period in excess of ten days, then the OCAC will grant a period of 7 days to the SI to resume normal activities under this MSA. In case the default continues, then the OCAC may discuss the issue with the SI and revise the existing timelines for the Project.

Force Majeure occurs post commencement of operations: If the event of Force Majeure occurs post commencement of operations and continues for a period in excess of five days, then the OCAC will grant a period of 7 days to the SI to resume normal services under this MSA. In case the default continues, the OCAC may grant an extension of time to the SI for rectifying the situation.

Notwithstanding the terms of this Article 6.4, the failure on the part of the SI under the SLA to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of the SLA against natural disaster, fire, sabotage or other similar occurrence shall not be an event of Force Majeure.

All payments pursuant to termination due to Force Majeure event shall be in accordance with the Terms of Payment in MSA.

It is hereby clarified that an event of Force Majeure will not lead to expiry of the MSA and of the SLA and result in withholding of the payment to the SI as set out in the Terms of Payment Schedule to this MSA.

DATA PROTECTION

In the course of providing the Services, the SI may be compiling, processing and storing proprietary Department Data.

The SI shall be responsible for complying with its obligations under the Constitution of India, applicable data protection laws, rules and regulations governing the Department Data, and including the Copyright Act, 1957 and the Information Technology Act, 2000.

As a processor of Department Data, the SI will process Department Data in accordance with the agreement under the SLA.

The SI is required to perform or adhere to only those security measures concerning the Department Data which were in place (i) as of the Effective Date; and (ii) those made available to it in writing from time to time in accordance with the SLA and this MSA.

The SI shall not transfer any Department Data to a third party unless otherwise authorized by Department.

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

CONFIDENTIALITY

Department shall allow the SI to come into possession of highly confidential public records and the SI shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.

Additionally, the SI shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.

Department shall retain all rights to prevent, stop and if required take the necessary punitive action against the SI regarding any forbidden disclosure.

The SI shall ensure that all its employees, agents and sub-contractors execute individual non-disclosure agreements, which have been duly approved by the Department with respect to this Project.

The aforesaid provisions shall not apply to the following information:

- (i) already in the public domain; and
- (ii) which has been developed independently; and
- (iii) which has been received from a third party who had the right to disclose the aforesaid information; and
- (iv) disclosed to the public due to a court order.

AUDIT, ACCESS AND REPORTING

The Parties shall comply with the Audit, Access and Reporting Schedule.

The SI shall on request allow access to Department to all information which is in the possession or control of the SI which relates to the provision of the Services as set out in the Audit, Access and Reporting Schedule and is reasonably required to comply with the terms of the Audit, Access and Reporting Schedule.

7 INTELLECTUAL PROPERTY

INTELLECTUAL PROPERTY OF DEPARTMENT

The Intellectual Property Rights on the PARESHRAM Software Solution shall vest with the Department, as soon as the system is certified by a third party agency. A copy of the source code shall be kept in the custody of the Department on a weekly basis, with proper version control. Any scanned and digitized authorized document of the department shall be kept in the custody of the Department on a daily basis.

Except to the extent otherwise expressly provided in this MSA, the Department shall retain exclusive Intellectual Property Rights to the forms and the compilations of the PARESHRAM Software Solution to which Department have sovereign rights and nothing herein shall or will be construed or deemed to grant to the SI any right, title, license, sub-license, proprietary right or other claim against or interest in, to or under (whether by estoppel, by implication or otherwise) to the aforesaid Department's rights.

Except as otherwise provided in this MSA, all systems related designs, documents and source code shall be the exclusive property of the Department.

Subject to any sole or exclusive rights granted by Department to a third party prior to the Effective Date, Department grants to the SI solely in their performance of Services for the Project, non-exclusive, paid-up, royalty free right and license during the Term of this MSA (but not the right to sub-license), to use the Department Data including the right to copy, perform, display, execute, reproduce, modify, enhance and improve the Department Data to the extent reasonably necessary or useful for the provision of Services hereunder.

All right, title and interest in and to, and ownership in, Department Proprietary Information, shall remain solely with Department. The SI shall be entitled to use such Department Proprietary Information only during the Term and only for the purposes of providing the Services or to the extent necessary for the SI's normal operational, repair and maintenance purposes related to the Services. Department shall retain ownership of all Intellectual Property Rights related to Department Proprietary Information.

Department hereby grants to SI a non-exclusive right and license to access and use the Department Proprietary Information solely for the purpose of providing Services to

Department pursuant to this MSA and the SLA. Such right and license shall terminate upon the expiration or termination of this MSA and the SLA.

The SI shall not use the Department Data for any other purpose other than for the purpose of providing the Services.

Each Party owns, and will continue to own all right, title and interest in and to any inventions however embodied, know how, works in any media, software, information, trade secrets, materials, property or proprietary interest that it owned prior to this Agreement, or that it created or acquired independently of its obligations pursuant to this MSA (collectively, "Retained Rights"). All Retained Rights not expressly transferred or licensed herein are reserved to the respective owner.

Notwithstanding anything mentioned above the letter of undertaking given by <SI> vide letter number -----dated shall prevail.

INTELLECTUAL PROPERTY RIGHTS WITH RESPECT TO THIRD PARTY

If the SI uses in the course of the provision of the Services any Third Party System it will use all commercially reasonable endeavors to pass to Department such third party's warranties relating to such Third Party Systems. In the event that such warranties cannot be passed to or enforced by Department, the SI will enforce such warranties on Department's behalf and account to the Department for so doing. For a third party product supplied under the MSA or the SLA, the SI shall pass on to the Department all the indemnities offered by such third party.

The SI shall procure the licenses of the third-party software in accordance with its procedures by payment of applicable license fees or subscription fees on behalf of Department. The licenses thus procured would be in the name of the Department. The SI shall ensure that third party vendors provide standard based customer interface and also takes into account other factors like regular upgrades/updates and support etc.

The Intellectual Property Rights of third party software shall remain vested with the owner of such rights. However all improvements, enhancements and modifications to the same including all Intellectual Property Rights related thereto, shall be owned by and be the property of the Department.

INTELLECTUAL PROPERTY RIGHTS WITH RESPECT TO DELIVERABLES

With respect to ownership of the Deliverables, the Parties agree that the following shall apply:

- (i) All right, title and interest and ownership of the Deliverables and Intellectual Property Rights in them provided to Department by SI during the course of its performance under this MSA and under SLA which includes but is not limited to PARESHRAM PROJECT shall vest in Department immediately upon creation. To the extent that the SI Proprietary Information is incorporated within the Deliverables, SI and its employees engaged hereby grant to Department a worldwide, perpetual, irrevocable, non-exclusive, transferable, paid-up right and license to use, copy, modify (or have modified), transport to Department and prepare from them, use and copy derivative works for the benefit of and internal use of Department of such SI Proprietary Information. The Department's rights pursuant to the preceding sentence

include the right to disclose such SI Proprietary Information to third party contractors solely for use on the Project provided that all such third party contractors execute, deliver and comply with any customary confidentiality and nondisclosure agreements reasonably required by the Department.

- (ii) If SI proceeds to apply for, or assign to any third party, any patent rights relating to the SI Proprietary Information referred to in the above clause, the SI will ensure that the Department's rights as provided herein are preserved.

INTELLECTUAL PROPERTY RIGHTS ON TERMINATION:

Upon the expiration or any termination of this MSA (and also in respect of the SLA), SI shall undertake the actions set forth below in this Article to assist Department and its nominees to procure replacement services equivalent to Services provided hereunder:

- (i) The SI undertakes to negotiate in good faith with Department and any relevant Replacement SI in respect of commercial terms applying to grant of rights in respect of intellectual property rights relating to the SI Proprietary Information and which Department and any relevant Replacement SI require to enable them to provide or receive services substantially equivalent to the Services hereunder.
- (ii) In respect of SI third party Intellectual Property Rights, SI undertakes to assist Department and/or its nominees to secure such consents or licenses from such third parties as are necessary to enable Department to receive services substantially equivalent to the Services hereunder. The obligations of the SI shall be considered part of the services performed by the SI under the Exit Management Services.

SI shall hand over the source code and all its versions of the Deliverables upon termination/exit to Department for future maintenance.

Nothing contained in this MSA or in the SLA shall or will be construed or deemed to grant to the SI or its respective affiliates/nominees any right, title, license or other interest in, to or under (whether by estoppel, by implication or otherwise) any logo, trademark, trade name, service mark or similar designations of the PARESHRAM Project.

8. MISCELLANEOUS PERSONNEL

Personnel assigned by SI to perform the Services shall be employees of SI, and under no circumstances will such personnel be considered employees of Department.

Personnel of SI and the existing Government staff shall work together handling day to day functioning of the PARESHRAM Project.

SI shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel's entire compensation, including salary, withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all employer obligations under all applicable laws.

SI shall use its best efforts to ensure that sufficient SI personnel are assigned to perform the Services and those personnel have appropriate qualifications to perform the Services.

After discussion with SI, Department shall have the right to require the removal or replacement of any SI personnel performing work under this MSA or the SLA. In the event that Department requests that any SI personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule but not later than 5 working days.

In the event the Department identifies any personnel of SI as "Key Personnel", then the SI shall not remove such personnel without the prior written consent of the Department. This clause shall however not apply to a case of death, retirement, illness, resignation or termination of employment of any Key Personnel for whatever reason by the SI.

Except as stated in this Article 8.1.7, nothing in this MSA or the SLA will limit the ability of SI or any SI freely to assign or reassign its employees; provided that SI shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. Department shall have the right to review and approve SI's plan for any such knowledge transfer. SI shall maintain the same standards for skills and professionalism among replacement personnel as in personnel being replaced.

Each Party shall be responsible for the performance of all its obligations under this MSA and the SLA and shall be liable for the acts and omissions of its employees and agents in connection therewith.

Neither Party will solicit for employment or knowingly hire an employee of the other Party with whom such Party has contact pursuant to project engagements under this MSA or the SLA. This restriction shall not apply to employees of either Party responding to advertisements in job fairs or news media circulated to the general public.

SUB-CONTRACTORS

SI shall not subcontract any work related to the implementation, Operations and Maintenance of PARESHRAM Project other than Data Digitization. The SI shall inform the Department about the Sub Contractor for Data Digitization

The sub-contract for Data Digitization shall not relieve the SI of any of its obligations under the Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

The SI shall be the principal employer for all claims arising from the liabilities statutory or otherwise, concerning the sub-contractor for Data Digitization.

ASSIGNMENT

All terms and provisions of this MSA and the SLA shall be binding on and shall inure to the benefit of Department, SI and their respective successors and permitted assigns. Subject to the foregoing, in the event of any assignment of this MSA or the SLA or any rights hereunder by either Party, the assigning Party shall remain liable for the performance of its obligations hereunder. Department may also assign or novate all or any part of this MSA, SLA and Schedules, and the SI agrees to join in any such novation, to any third party contracted to provide outsourced services to Department. Any attempted transfer or assignment of this MSA or the SLA not in accordance with this Article 8.3 shall be null and void.

TRADEMARKS, PUBLICITY

Neither Party may use the trademarks of the other Party without the prior written consent of the other Party. Except as required by law or the rules and regulations of each stock exchange upon which the securities of one of the Parties is listed, neither Party shall publish or permit to be published either along or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this MSA or to the SLA or the business of the Parties without prior reference to and approval in writing from the other Party, such approval not to be unreasonably withheld or delayed provided however that SI may include Department or its client lists for reference to third parties subject to the prior written consent of Department (not to be unreasonably withheld or delayed). Such approval shall apply to each specific reference and relate only to that reference.

NOTICES

Any notice or other document which may be given by either Party under this MSA or under the SLA shall be given in writing in person or by pre-paid recorded delivery post or by facsimile transmission.

In relation to a notice given under this MSA or under the SLA, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

General Manager(Admin)
Odisha Computer Application centre
N1/7D, Nayapalli, Near Acharya Vihar Square
751013, contact@ocac.in

<SI>

Tel:

Fax:

Contact:

Copy to:

In relation to a notice given under the MSA or under the SLA, shall specify the Parties' address for service of notices, any such notice to be copied to the Parties at the addresses set out in this Article

Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 10.00 am and 6.00 pm at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).

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

VARIATIONS AND FURTHER ASSURANCE

No amendment, variation or other change to this MSA or to the SLA shall be valid unless authorized in accordance with the change control procedure as set out in the Change

Control Schedule and made in writing and signed by the duly authorized representatives of the Parties to this MSA or to the SLA.

Each Party to this MSA or to the SLA agrees to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in this MSA or in the SLA.

SEVERABILITY AND WAIVER

If any provision of this MSA or the SLA, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this MSA or the SLA or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.

No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this MSA or to the SLA of any right, remedy or provision of this MSA or the SLA shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

COMPLIANCE WITH LAWS AND REGULATIONS

Each Party to this MSA or to the SLA accepts that its individual conduct shall (to the extent applicable to it) at all times comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken provided that changes in such laws, rules and regulations which result in a change to the Services shall be dealt with in accordance with the Change Control Schedule.

PROFESSIONAL FEES

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

INSURANCE

The SI shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract. The SI shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract. The SI shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, or other equipment owned or leased

by the SI or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

ETHICS

SI represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or agent of Department in connection with this agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of Department's standard policies and may result in cancellation of this MSA and the SLA.

Deemed Acceptance of deliverables

h) The Purchaser shall provide response or feedback on draft deliverables within 15 working days. Purchaser shall provide signoff within 30 calendar days from the submission of final deliverable in complete form by the System Integrator (SI). In case, the purchaser fails to provide signoff on the final deliverable within 20 working days, same may be considered as deemed acceptance. However, in case the purchaser confirms to the SI with an alternative date, then that date would stand revised for deemed acceptance. Such revisions will be limited to 2 (two) times for the respective deliverable

STRATEGIC CONTROL

Strategic Control of the PARESHRAM PROJECT is defined as the authority of Department to own the PARESHRAM Software Solution and the database of the PARESHRAM PROJECT and to ensure that the application system and the databases are customized, installed, and managed exactly in conformance with the procedures laid down by the Department, that the system does not perform functions and activities not provided for or contemplated by the prescribed procedures, that no changes are made to the PARESHRAM Software Solution and the database without specific approval of Department and that Department has the required access to ensure the same. The strategic control shall be executed in accordance with the Strategic control Schedule and shall cover all the aspects of the PARESHRAM Project.

ENTIRE AGREEMENT

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

SURVIVABILITY

The termination or expiry of this MSA or the SLA for any reason shall not affect or prejudice any terms of this MSA or the SLA, or the rights of the Parties under them which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination.

9 AMENDMENT

The Parties acknowledge and agree that amendment to this MSA or to the SLA may be made with mutual consent, if considered necessary for the interest the project.

10 TERMINATION

TERMINATION OF THIS MSA AND THE SLA

In the event that either Party believes that the other is in Material Breach of its obligations under this MSA or the SLA, such aggrieved Party may terminate this MSA upon a written notice to the other Party. Any notice served pursuant to this Article 10.1.1 shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:

- I. If there is any Material Breach(s) which translates into default in providing the Services by the SI pursuant to the MSA, continuously for more than one week, then Department will serve a 7 (seven) days notice to SI for curing this Material Breach. In case the Material Breach continues, after the notice period, Department will have the option to terminate in whole or any part of the MSA or the SLA.
- II. The right of the Department to terminate the MSA pursuant to this Article shall be without prejudice to any other rights and remedies available to the Department including without limitation invoking the Performance Guarantee.

TERMINATION ON OTHER GROUNDS

Without prejudice to any other rights and remedies available to the Department, the Department may serve written notice to the SI at any time to terminate this MSA with immediate effect in the following events:

- a) In the event of Change of Control of the SI.
- b) In the event the SI has merged, amalgamated such that the net worth of the surviving entity is less than that of SI prior to such merger or amalgamation.
- c) In the event of a reasonable apprehension of bankruptcy of the SI:
 - (i) SI shall in the event of an apprehension of bankruptcy immediately inform the Department well in advance (at least 3 (three) months) about such a development;
 - (ii) Conversely if the Department apprehends a similar event regarding the SI, it can exercise the right of termination in the manner stated hereinabove- after providing notice of at least 3 months to SI and an opportunity to SI to explain the reason for not terminating the MSA and SLA under this clause.

It is clarified that in case of events set out in Article 10.2.1 (a) and Article 10.2.1 (b), the Department may, as instead of terminating the MSA, at its sole discretion, require a full Performance Guarantee of the obligations of the SI by a guarantor acceptable to the Department. If such a guarantee cannot be procured within 30 (thirty) days of the Department's demand therefore, the Department shall terminate this MSA in accordance with this Article.

On termination of this MSA for any reason, the SLA shall automatically terminate forthwith and the Department will decide the appropriate course of action.

The termination provisions set out in Article 10 of this Agreement shall apply to the SLA and "this Agreement" shall be deemed to refer to the SLA.

EFFECTS OF TERMINATION

In the event that Department or the SI terminates this MSA and the SLA pursuant to Section 10 and depending on the event of default, compensation will be decided in accordance with the Terms of Payment Schedule.

Upon termination of this Agreement, the Parties will comply with the Exit Management Schedule.

FRAUD BY SI'S PERSONNEL

Department reserves its right to initiate criminal action against the agents/ employees of the SI for fraud or misappropriation, besides stringent penalties. The management of the SI would also be made liable for action in case of fraud, under the applicable laws and Department may call for termination of the contract if Department finds it necessary to do so.

11 DISPUTES AND LAW

DISPUTE RESOLUTION

Any dispute arising out of or in connection with this MSA or the SLA shall in the first instance be dealt with in accordance with the escalation procedure as set out in the Governance Schedule (Schedule IV).

Any dispute or difference whatsoever arising between the parties to this MSA or SLA out of or relating to the construction, meaning, scope, operation or effect of this MSA or SLA or the validity of the breach thereof, which cannot be resolved through the application of the provisions of the Governance Schedule (Schedule IV) within 30 (thirty) days from the commencement of negotiations, the dispute will be referred to arbitration under the Arbitration and Conciliation Act, 1996 and a sole arbitrator to be appointed by the Department.

The Arbitration proceedings will be held in Bhubaneswar, Odisha and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. All legal disputes will come under State of Odisha jurisdiction.

The expenses of the arbitrator shall be borne by the SI. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by each Party itself. All arbitration awards shall be in writing and shall Department the reasons for the award.

Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is made; the Parties shall continue to perform all of their obligations under the MSA and the SLA without prejudice to a final adjustment in accordance with such award.

Decision of the arbitrators shall be final and binding on both the parties.

EXIT MANAGEMENT PLAN

The SI shall provide the Department, a recommended exit management plan ("Exit Management Plan") which shall deal with important aspects of exit management in relation to this MSA and to the SLA. The exit management plan will comply with Exit Management Schedule.

IN WITNESS WHEREOF the Parties have by duly authorized representatives set their respective hands and seal on the date first above written in the presence of:

For & on behalf of OCAC

General Manager

Date:

Place:

Witnessed by

1.

2.

i)

j) For and on behalf of Governor of Odisha For and on behalf of <SI>

Labour Commissioner Authorized signatories duly

Government of Odisha nominated Pursuant to Board Resolution No.

k) Date: Date:

Place: Place:

Witnessed by Witnessed by

1. 1.

2. 2.

12. NON-DISCLOSURE AGREEMENT

This **AGREEMENT** is made this___, by and among:

- (iv) Orissa Computer Application Centre, the Designated Technical Directorate of Electronics and Information Technology Department, Government of Odisha having its office at Plot – N-1/7-D, Po- RRL, Acharya Vihar Square, Bhubaneswar - 751013, Odisha. (hereinafter called "OCAC") which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, administrator, executive & representative of the FIRST PART,

AND

- (v) **Governor of Odisha**, represented by Labour Commissioner, Odisha, Bhubaneswar, 751001, duly authorized by Government in Labour & ESI Department, hereinafter referred to as "**Labour & ESI Department**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the SECOND PART

AND

- (vi) <SI>, a registered company under the Indian Companies Act, 1956 having a registered office at -----, INDIA hereinafter referred to as System Integrator (SI) (which expression unless excluded or the context otherwise required hereof includes its successors, administrator and assigns) Represented through its authorized representatives-----, who are duly authorized by <SI> by means of Board Resolution to execute this agreement of the THIRD PART

WHEREAS

in order to pursue the mutual business purpose of this particular project, OCAC, Department and <SI> recognize that there is a need to disclose to <SI> certain information, as defined in para 1 below, of Department to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of the other party's disclosure of such information, <SI> agrees as follows:

1. This Agreement will apply to all confidential and proprietary information disclosed by Department to the SI, and other information which the disclosing party identifies in writing or otherwise as confidential before or within thirty days after disclosure to the SI ("Confidential Information"). Information

consists of certain specifications, documents, software, prototypes and/or technical information, and all copies and derivatives containing such Information, that may be disclosed to the SI for and during the Purpose, which a party considers proprietary or confidential ("Information").

Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to the SI by the Department. Information shall be subject to this Agreement, if it is in tangible form, only if clearly marked as proprietary or confidential as the case may be, when disclosed to the SI or, if not in tangible form, its proprietary nature must first be announced, and it must be reduced to writing and furnished to the SI within thirty (30) days of the initial disclosure.

2. <SI> and Department hereby agreed at during the Confidentiality Period:

- a) The SI shall use Information only for the Purpose, shall hold Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to Information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project, shall cause its employees to comply with the provisions of this Agreement applicable to the SI, shall reproduce Information only to the extent essential to fulfilling the Purpose, and shall prevent disclosure of Information to third parties.

The SI may, however, disclose the Information to its contractors with a need to know; provided that by doing so, the SI agrees to bind those consultants and contractors to terms at least as restrictive as those stated herein, advise them of their obligations, and indemnify Department for any breach of those obligations.

- b) Upon the disclosing party's request, the SI shall either return to the disclosing party all Information or shall certify to the disclosing party that all media containing Information have been destroyed. Provided, however, that an archival copy of the Information may be retained in the files of the SI's counsel, solely for the purpose of proving the contents of the Information.
3. The foregoing restrictions on each party's use or disclosure of Information shall not apply to Information that the SI can demonstrate:
- a) was independently developed by or for the SI without reference to the Information, or was received without restrictions; or
 - b) has become generally available to the public without breach of confidentiality obligations of the SI; or
 - c) was in the SI's possession without restriction or was known by the SI without restriction at the time of disclosure; or
 - d) is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the SI has given the disclosing party

- prompt notice of such demand for disclosure and the SI reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order; or
- e) is disclosed with the prior consent of the disclosing party; or
 - f) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the SI from the disclosing party under an obligation of confidence; or
 - g) the SI obtains or has available from a source other than the disclosing party without breach by the SI or such source of any obligation of confidentiality or non-use towards the disclosing party.
4. The SI agrees not to remove any of the other party's Confidential Information from the premises of the Department without Department's prior written approval. The SI agrees to exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the Department's prior written approval, from the Department's premises. Each party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.
 5. Upon the Department's request, the SI will promptly return to the Department all tangible items containing or consisting of the disclosing party's Confidential Information all copies thereof.
 6. Each party recognizes and agrees that all of the disclosing party's Confidential Information is owned solely by the Department (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, the SI agrees that the Department will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
 7. Access to Information hereunder shall not preclude an individual who has seen such Information for the purposes of this Agreement from working on future projects for the Department which relate to similar subject matters, provided that such individual does not make reference to the Information and does not copy the substance of the Information during the Confidentiality Period. Furthermore, nothing contained herein shall be construed as imposing any restriction on the SI's disclosure or use of any general learning, skills or know-how developed by the SI's personnel under this Agreement, if such disclosure and use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the Information.

8. As between the parties, all Information shall remain the property of the Department. By disclosing Information or executing this Agreement, the Department does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. THE Department DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION. Execution of this Agreement and the disclosure of Information pursuant to this Agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase or sale, or to enter into any additional agreement of any kind.
9. The Department's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.
10. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.
11. In case of any dispute or differences, breach & violation relating to the terms of the Agreement, the said matter or dispute, difference shall be referred to sole arbitration of the Department or any other person appointed by Department. The award of the arbitrator shall be final and binding on both the parties. In the event of such Arbitrator to whom the matter is originally referred to is being transferred or vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, Department shall appoint another person to act as Arbitrator in place of out-going Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by his predecessor. The <SI> will have No Objection in any such appointment, that arbitrator so appointed is an employee of Department. The said Arbitrator shall act under the Provisions of the Arbitration and conciliation Act, 1996 or any statutory modifications or reenactment there of or any rules made thereof.
12. This Agreement constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. The parties can amend or modify this Agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other party's written consent.
13. This Agreement will remain in effect for five years from the date of the last disclosure of Confidential Information, at which time it will terminate, unless extended by the disclosing party in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives.

l) For & on behalf of OCAC

m)

n) General Manager

o) Date:

p) Place:

Witnessed by

1.

2.

q)

r) For and on behalf of Governor of Odisha For and on behalf of <SI>

Labour Commissioner Authorized signatories duly

Government of Odisha nominated Pursuant to Board Resolution No.

s) Date: Date:

Place: Place:

Witnessed by

Witnessed by

1. 1.

2. 2.

13. SCHEDULE I: CHANGE CONTROL SCHEDULE

This Schedule describes the procedure to be followed in the event of any proposed change to the Master Service Agreement ("MSA"), SLA and Scope of Work.

Department will work with the SI to ensure that all changes are discussed and managed in a constructive manner.

This Change Control Schedule sets out the provisions which will apply to changes to (a) the MSA; (b) the Scope of Work and (c) SLA

CHANGE MANAGEMENT PROCESS

Change requests in respect of the MSA, the SLA and Scope of work will emanate from the Parties' respective Project Manager who will be responsible for obtaining approval for the change and who will act as its sponsor throughout the Change Control Process

14. SCHEDULE II: EXIT MANAGEMENT SCHEDULE

t) PURPOSE

- a. This Schedule sets out the provisions, which will apply on expiry or termination of the MSA, the Project Implementation, Operation and Management SLA.
- b. In the case of termination of the Project Implementation and/or Operation and Management SLA due to illegality, 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.

u) COOPERATION AND PROVISION OF INFORMATION

During the exit management period:

- a. the SI will allow the Department access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable Department to assess the existing services being delivered;
- b. promptly on reasonable request by the Department, the SI shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with the MSA, the Project Implementation, and the Operation and Management SLA relating to any material aspect of the services (whether provided by the SI or sub-contractors appointed by the SI). The Department shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The SI shall permit the Department and/or any Replacement SI to have reasonable access to its employees and facilities as reasonably required by the Department to understand the methods of delivery of the services employed by the SI and to assist appropriate knowledge transfer.

v) CONFIDENTIAL INFORMATION, SECURITY AND DATA

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

w) EMPLOYEES

- a. Promptly on reasonable request at any time during the exit management period, the SI shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the Department a list of all employees (with job titles) of the SI 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 SI to the OCAC or its nominees, or a Replacement SI ("Transfer Regulation") applies to any or all of the employees of the SI, 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 SI, OCAC, or its Replacement SI may make an offer of employment or contract for services to such employee of the SI and the SI shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the OCAC or any Replacement SI.

x) TRANSFER OF CERTAIN AGREEMENTS

On request by the OCAC, the SI shall effect such assignments, transfers, licenses and sub-licenses as the Department may require in favor of the Department, or its Replacement SI in relation to any equipment lease, maintenance or service provision agreement between SI and third party lessors, vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by the Department or its Replacement SI.

y) RIGHTS OF ACCESS TO PREMISES

- a. At any time during the exit management period, where Assets are located at the SI's premises, the SI will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) the OCAC, and/or any Replacement SI in order to make an inventory of the Assets.
- b. The SI shall also give the OCAC, or any Replacement SI right of reasonable access to the SI's premises and shall procure the OCAC and any Replacement SI rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the MSA as is reasonably necessary to migrate the services to the Department, or a Replacement SI.

z) GENERAL OBLIGATIONS OF THE SI

- a. The SI shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the OCAC/Department or its Replacement SI and which the SI has in its possession or control at any time during the exit management period.
- b. For the purposes of this Schedule, anything in the possession or control of any SI, associated entity, or sub-contractor is deemed to be in the possession or control of the SI.
- c. The SI shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

aa) EXIT MANAGEMENT PLAN

- a. The SI shall provide the OCAC/Department with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the MSA as a whole and in relation to the Project Implementation, and the Operation and Management SLA.
 - i. A detailed program of the transfer process that could be used in conjunction with a Replacement SI including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;

- ii. plans for the communication with such of the SI's sub-contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the OCAC/Department's operations as a result of undertaking the transfer;
 - iii. plans for provision of contingent support to OCAC/Department and Replacement SI for a reasonable period after transfer.
- a. The SI shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
 - b. Each Exit Management Plan shall be presented by the SI to and approved by the OCAC/Department.
 - c. The terms of payment as stated in the Terms of Payment Schedule include the costs of the SI complying with its obligations under this Schedule.
 - d. In the event of termination or expiry of MSA, Project Implementation, or Operation and Management SLA, each Party shall comply with the Exit Management Plan.
 - e. During the exit management period, the SI shall use its best efforts to deliver the services.
 - f. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

15. SCHEDULE III: AUDIT, ACCESS AND REPORTING

bb) PURPOSE

This Schedule details the audit, access and reporting rights and obligations of the OCAC/Department and the SI.

cc) AUDIT NOTICE AND TIMING

- a. As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavors to agree to a timetable for routine audits during the Project Implementation Phase and the Operation and Management Phase.
- b. OCAC may conduct non-timetabled audits at its own discretion.

dd) ACCESS

The SI shall provide to Department reasonable access to employees, subcontractors, suppliers, agents and third party facilities as detailed in Volume I of the RFP, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections. The OCAC/Department shall have the right to copy and retain copies of any relevant records. The SI shall make every reasonable effort to co-operate with them.

ee) AUDIT RIGHTS

- a. The OCAC/Department shall have the right to audit and inspect suppliers, agents and third party facilities (as detailed in Volume I of the RFP), data centers, ,

documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:

- i. The security, integrity and availability of all OCAC/Department data processed, held or conveyed by the Partner on behalf of OCAC/Department and documentation related thereto;
- ii. That the actual level of performance of the services is the same as specified in the SLA;
- iii. That the SI has complied with the relevant technical standards, and has adequate internal controls in place; and
- iv. The compliance of the SI with any other obligation under the MSA and SLA.

ff) AUDIT RIGHTS OF SUB-CONTRACTORS, SUPPLIERS AND AGENTS

- a. The SI shall use reasonable endeavors to achieve the same audit and access provisions as defined in this Schedule with sub-contractors, suppliers and agents who supply labour, services, equipment or materials in respect of the services. The SI shall inform the OCAC/Department prior to concluding any sub-contract or supply agreement of any failure to achieve the same rights of audit or access.
- b. **REPORTING:** The SI will provide monthly reports to OCAC/Department regarding any specific aspects of the Project and in context of the audit and access information as required by the OCAC/Department.

gg) ACTION AND REVIEW

- a. Any change or amendment to the systems and procedures of the SI, or sub-contractors, where applicable arising from the audit report shall be agreed within thirty (30) calendar days from the submission of the said report.
- b. Any discrepancies identified by any audit pursuant to this Schedule shall be immediately notified to the OCAC/Department and the SI Project Manager who shall determine what action should be taken in respect of such discrepancies in accordance with the terms of the MSA.

hh) TERMS OF PAYMENT

The SI shall bear the cost of any audits and inspections. The terms of payment are inclusive of any costs of the SI and the sub-contractor, for all reasonable assistance and information provided under the MSA, the Project Implementation, Operation and Management SLA by the SI pursuant to this Schedule.

ii) RECORDS AND INFORMATION

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

16. SCHEDULE IV: GOVERNANCE SCHEDULE

jj) PURPOSE

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

kk) GOVERNANCE STRUCTURE

Project Managers: The relationship under this MSA and SLA will be managed by the Project Managers appointed by each Party, who will provide the interface between the executive management of the respective Parties.

Within one month following the Effective Date, the OCAC/Department and the SI shall each appoint a Project Manager. In the event that either Party wishes to substitute its Project Manager it will do so in manner in which the original appointment is made and notify the other Party of such substitution as soon as reasonably practicable but at the latest within fourteen days of the substitution.

The Project Managers shall have responsibility for maintaining the interface and communication between the Parties.

The Management Committee will meet formally on a quarterly basis at a time and location to be agreed between them. These meetings will cover, as a minimum, the following agenda items: (i) consideration of Quarterly Performance Reports; (ii) consideration of matters arising out of the Change Control Schedule; (iii) issues escalated in accordance with the escalation procedure as set out in the Governance Schedule; (iv) matters to be brought before the Management Committee in accordance with the MSA and the Schedules; (v) any matter brought before the Management Committee by the SI under this Article; and (vi) any other issue which either Party wishes to add to the agenda.

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

II) GOVERNANCE PROCEDURES

The SI shall document the agreed structures in a procedures manual.

The agenda for each meeting of the Management Committee shall be set to reflect the discussion items referred to above and extraordinary items may be added either with the agreement of the Parties or at the request of either Party. Copies of the agenda for

meetings of the Management Committee, along with relevant pre-reading material, shall be distributed at least one week in advance of the relevant meeting.

All meetings and proceedings will be documented, such documents to be distributed to both Parties and copies shall be kept as a record. All actions, responsibilities and accountabilities arising out of any meeting shall be tracked and managed.

The Parties shall ensure as far as reasonably practicable that the Management Committee shall resolve the issues and resolve the objectives placed before them and that members representing that Party are empowered to make relevant decisions or have easy access to empowered individuals for decisions to be made to achieve this.

Arbitration: The Parties shall first submit any dispute or disagreement between the Parties arising out of or relating to and/or in connection with this Agreement or any Service Level Agreement or statement of Work which is not a Material Breach as stated in this Agreement (a "Disputed Matter") to the OCAC/Department. In case the Disputed Matter remains unresolved, the same shall be then submitted to Management Committee.

In order formally to submit a Disputed Matter to the aforesaid fora, one Party ("Claimant") shall give a written notice ("Dispute Notice") to the other Party. The Dispute Notice shall be accompanied by (a) a statement by the Claimant describing the Disputed Matter in reasonable detail and (b) documentation, if any, supporting the Claimant's position on the Disputed Matter.

The other Party ("Respondent") shall have the right to respond to the Dispute Notice within 7 days after receipt of the Dispute Notice. In the event that the forum is unable to resolve the Disputed Matter within a further period of 7 days, it shall refer the Disputed Matter to next level of the dispute resolution for action.

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

If the Disputed Matter is having a material effect on the operation of the Services (or any of them or part of them) the Parties will use all their respective reasonable endeavors to reduce the elapsed time in reaching a resolution of the Disputed Matter.

17. SCHEDULE V: INVOICING AND SETTLEMENT SCHEDULE

In respect of its remuneration for the services, the SI shall be eligible to receive the payments in accordance with the "Terms of Payment" described in Volume II of this RFP.

Subject to the specific terms of each Service Level Agreement, the SI should submit its invoices in accordance with the following principles:

- i. OCAC/Department shall be invoiced by the SI for the Services. Generally and unless otherwise agreed in writing between the Parties or expressly set out in the Service Level Agreement, the SI shall raise an invoice as per the terms of payment as stated in the Terms of Payment
- ii. Any invoice presented in accordance with this Article shall be in a form agreed with the OCAC/Department.

The penalties are imposed on the vendor as per the SLA. Payments will be released after adjusting the penalties pertaining to SLA, if any.

The OCAC shall be entitled to delay or withhold payment of any invoice or part of it delivered by the SI under this Schedule where the OCAC disputes such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. The disputed amount shall be settled in accordance with the escalation procedure as set out in the Governance Schedule. Any exercise by OCAC under this Article shall not entitle the SI to delay or withhold provision of the Services.

The OCAC shall be entitled to delay or withhold payment of any invoice or part of it delivered by the SI under this Schedule where OCAC disputes any previous invoice or part of it that it had not previously disputed provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. The disputed amount shall be referred to the escalation procedure as set out in the Governance Schedule. Any exercise by the OCAC under this Article shall not entitle the SI to delay or withhold provision of the Services.

18.SCHEDULE VI: STRATEGIC CONTROL SCHEDULE

mm) STRATEGIC CONTROL DEFINED

OCAC requires that it retains a Strategic Control over the PARESHRAM PROJECT Application so as to ensure the following:

- (I) That the PARESHRAM Software Solution has been design, developed, deployed and maintained in exact conformance to the rules and regulations in force.
- (II) That any changes to the application system are made under due authority of Department
- (III) That the database is administered with utmost care and caution
- (IV) That the security of the database and PARESHRAM Software Solution is of the highest order following international standards and
- (V) That the application and the database are owned by Department

Against the above requirement, **Strategic Control of the PARESHRAM Software Solution** is defined as the authority of Department to own the **LEeG** Software Solution and the database of the **LEeG** Software Solution and to ensure that the **LEeG** Software Solution is designed, developed, deployed and managed exactly in conformance with the procedures laid down by the Department, that the Application not perform functions and activities not provided for or contemplated by the prescribed procedures, that no changes are made to the **LEeG** Software Solution and the database without specific approval of OCAC and that OCAC has the required access to ensure the same .

nn) REQUIREMENTS OF STRATEGIC CONTROL OVER THE LEEG Software Solution

The high level requirements of Strategic Control over the **PAReSHRAM** Software Solution are specified below

(l) Retention of ownership and control over PAReSHRAM Software Solution

- a) Department shall exercise ownership of the PAReSHRAM Software Solution, through the Application Ownership and Version Control System.
- b) The source code shall not be shared with or provided to any other party without the consent of the OCAC.
- c) No change to the application shall be undertaken by SI without proper approval of the OCAC.

oo) REQUIREMENTS OF STRATEGIC CONTROL OVER THE DATABASE

The high level requirements of Strategic Control over the PAReSHRAM Software Solution Database system are specified below.

(l) Retention of ownership and control over the Database

- a) Department shall exercise ownership of the database, through the Database Control Module.
- b) No change to the database structure or to the master data shall be effected by the SI without proper approval of the OCAC. To this end, all the actions of the Database Administrator of the SI shall be logged.
- c) Any direct access to database must be avoided and the database administration activities (especially all those actions that result in modification of data, schema and master data) shall be executed through an application which verifies and audits users, code and actions done on the database.

pp) REQUIREMENTS OF STRATEGIC CONTROL OVER THE SECURITY ADMINISTRATION AND NETWORK ADMINISTRATION

The high level requirements of Strategic Control over the Security Management are specified below.

- a. The PAReSHRAM Software Solution shall be designed, developed, and deployed in compliance to the Security requirements defined in Volume I of this RFP.

19. SERVICE LEVEL AGREEMENT

The objective of this section is to provide the Service Level Agreement to be signed among OCAC , Labour & ESI department , and SI .

THIS AGREEMENT is made this -----

Among:

(vii) Orissa Computer Application Centre, the Designated Technical Directorate of Electronics and Information Technology Department, Government of Odisha having its office at Plot – N-1/7-D, Po- RRL, Acharya Vihar Square, Bhubaneswar - 751013, Odisha. (hereinafter called "OCAC") which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, administrator, executive & representative of the FIRST PART,

AND

(viii) **Governor of Odisha**, represented by Labour Commissioner, Odisha, Bhubaneswar, 751001, duly authorized by Government in Labour & ESI Department, hereinafter referred to as "**Labour & ESI Department**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the SECOND PART

AND

(ix) <SI>, a registered company under the Indian Companies Act, 1956 having a registered office at -----, INDIA hereinafter referred to as System Integrator (SI) (which expression unless excluded or the context otherwise required hereof includes its successors, administrator and assigns) Represented through its authorized representatives-----, who are duly authorized by <SI> by means of Board Resolution to execute this agreement of the THIRD PART

WHEREAS

- A. Department have entered into a Master Services Agreement dated 10th April 2018 (the "MSA")
- B. In accordance with Article 2.3 of the MSA, Department and SI wish to enter into this Service-Level Agreement („Agreement/SLA“) on the following terms.

ARTICLE 1: GENERAL PROVISIONS OF THE SERVICE LEVEL AGREEMENT

DEFINITIONS

In this Agreement, unless the context requires otherwise:

1. **"Agreement/Service Level Agreement/SLA"** means this Agreement, together with the Annexure
2. **"PARESHRAM PROJECT"** Means Project Implementation and Operation and Maintenance in terms of the SLA
3. **"Application availability"** mean the time period for which the specified services and components with specified technical and services standards as are available to the users of the system. Application availability, in percentage, can be calculated as $\left\{ \frac{\text{Application availability time in the quarter}}{\text{total time in the quarter} - \text{scheduled maintenance time}} \right\} * 100$.
4. **"Parties"** Means Department and SI for the purposes of this SLA. Department and the SI; **"Party"** shall be interpreted accordingly.
5. **"Scheduled maintenance time"** refers to unavailability of the PARESHRAM Application Software services due to maintenance activities such as configuration changes, up gradation or changes to any supporting infrastructure. Prior intimation of such planned outage shall be given and approval sought from the Department as applicable and shall be notified at least One week before.
6. **"Service Level"** means the level of service and other performance criteria which will apply to the Services as set out in the SLA parameters effective during the Term of this SLA
7. **"Term"** means the duration of this SLA

The headings and use of bold type in this SLA are for convenience only and shall not affect the interpretation of any provision of this SLA.

The words "day" and "month" mean "calendar day" and "calendar month" unless otherwise stated. Where, because of a difference in time zone, the calendar day or calendar month in one Country differs from another Country, then the calendar day or calendar month shall be deemed to be the calendar day or calendar month applicable to India.

STRUCTURE

This SLA shall operate as a legally binding services agreement specifying terms which apply to the Parties and to the provision of the Services by the SI to Department under this SLA and the MSA.

SCOPE OF THE AGREEMENT

The SI will provide the Service Levels in accordance with the performance metrics of this SLA. Further this SLA shall govern the provision of the contracted professional services to Department after the Effective Date.

COMMENCEMENT AND DURATION OF THIS SLA

This SLA shall commence on the date on which it is fully executed by Department and the SI (hereinafter the „Effective Date“) and shall, unless terminated earlier in accordance with its terms or unless otherwise agreed by the Parties, expire on the date on which this SLA expires or terminates for any reason, which shall be three years from the Effective Date of this SLA.

TERMS OF PAYMENT AND PENALTIES

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

It is clarified here that the Department can also calculate a financial sum and debit the same against the terms of payment as defined in the Terms of Payment Schedule of the MSA as a result of the failure of the SI to meet the Service Level.

UPDATING THE SERVICE LEVEL AGREEMENT

Any and all changes to the agreement will be initiated in writing between the Department and the SI. The service levels in this agreement are considered to be standard for the Department and will only be modified if both parties agree to an appended set of terms and conditions.

This Service Level Agreement is not a fixed document to be produced once and used forever. Instead, it must be re-evaluated and updated as the work environment changes. As technology changes, the services and systems covered by this Agreement will change. New areas of responsibility must be documented.

This document will be reviewed and revised annually. Changes to the Service Level Agreement may be required at other times to include new systems, change in operating hours, etc.

This agreement is effective on<Date>, and is in effect until SLA is terminated by either party. Department and the SI must agree upon any additions and changes to this SLA.

The following is a description of the Service Level Agreement Change Process.

- (i) SI and/or Department identify a requirement different from any in the current Service Level Agreement. SI or Department completes a Service Level Agreement Change Request in the format as specified in the CCN of the MSA.
- (ii) SLA Change Request is presented to Department or SI for review.
- (iii) Each party must approve all Service Level Agreement changes within stipulated time frame.
- (iv) If the change is approved, the approval information is filled in on the change form, the requesting party is notified of the implementation date, the approved request is communicated in writing to all parties listed in (ii) above, and the Service Level Agreement Change Request is appended to the Service Level Agreement. If the changes are not approved, the Requestor of the change will be notified. The Service Level Agreement is updated as and when required.

RESPONSIBILITIES AND OBLIGATIONS

Volume I of the RFP defines Department and SI roles and responsibilities typically required to successfully support the initiative.

PERFORMANCE REVIEW

The representatives of both the Parties will meet monthly to discuss PARESHRAM project priorities, service levels and system performance. Additional meetings may be held at the request of either the Service Provider or the Service Receiver. The Agenda for these meetings will be:

- (i) Service Performance
- (ii) Review of Specific Problems/Exceptions and Priorities
- (iii) Review Operation of the SLA and determine corrective action to overcome deficiencies.

INTERPRETATION

Apart from the provisions as set out hereinabove, the terms and conditions stated in the MSA shall apply to this SLA. In the event of a conflict in interpretation of any Article in the MSA and the SLA, the provisions of the MSA shall prevail.

IN WITNESS WHEREOF the Parties have by duly authorized representatives set their respective hands and seal on the date first above written in the presence of:

qq) Fo For & on behalf of OCAC

rr)

ss)

tt) General Manager

uu)

vv) Date:

ww) Place:

Witnessed by

1.

2.

xx)

yy) For and on behalf of Governor of Odisha For and on behalf of <SI>

Labour Commissioner Authorized signatories duly

Government of Odisha nominated Pursuant to Board Resolution No.

zz) Date: Date:

Place: Place:

Witnessed by

Witnessed by

1.

1.

2.

2.

aaa) SERVICE LEVEL AGREEMENT

S No	Activity	Required Service Level	Penalty and Breach of contract
Service Availability and Performance			
1	Availability of Services (Web Portal and Mobile Application)	98.00%	d) Greater than equal to 98 %: No penalty. Less than 98% to 95% : 1% of O&M cost for that qtr. for each percentage of availability of service drop for that particular service e) Less than 95% to 90% : 5% of O&M cost for that qtr. for each percentage of availability of service drop for that particular service f) Less than 85% : Unsatisfactory performance and Breach of contract
2	Average Loading time for Transaction Pages	95% within the limit of : Bandwidth of 2MBPS : 5 Sec	e) >= 95 %: No penalty. f) Between <95 to > 85: 1% of O&M cost for that qtr. for each percentage of drop for that particular service g) Between <85 to > 75: 5% of O&M cost for that qtr. for each percentage of drop for that particular service h) <75 :Unsatisfactory performance and Breach of contract

3	Average Loading time for Report	95% within the limit of : Bandwidth of 2MBPS : 20 Sec or As mutually agreed between Dept. and SI.	bbb) >= 95 %: No penalty. ccc) Between <95 to > 85: 1% of O&M cost for that qtr. for each percentage of drop for that particular service ddd) Between <85 to > 75: 5% of O&M cost for that qtr. for each percentage of drop for that particular service eee) <75 :Unsatisfactory performance and Breach of contract
4	Resolution Time: (Minor Enhancement and bug fixing)	Resolution Time: Should be resolved within 24 hrs of reporting or mutually agreed timeline between Dept. and SI	Time: Penalty of 0.01% of O&M cost for that qtr. per day for that particular service Beyond 2days: Penalty of 0.1% of O&M cost for that Qtr. per day for that particular service
5	Business transaction response involving uploading / downloading of documents (average size of 500 KB)	95% of business transactions with in the limit of : Bandwidth of 2MBPS : 20 Sec	Less than 95% but more than 93% : Penalty of 0.5% of EQI Less than 93% : Penalty of 5 % of EQI
<p><i>* Service time excludes time taken by external systems like payment gateway, or any other third party applications are beyond the control of SI</i></p>			
<p><i>**Business time (8 am to 8 pm)</i></p>			

Onsite Resource (During O&M Phase)			
S No	Activity	Required Service Level	Penalty
1	Absence of Onsite Resource (During O&M Phase)	Onsite Resource (During O&M Phase) is absent for more than 3 consecutive days without any prior approval and replacement.	(Rs.5000 penalty per day
Help Desk			
1	Shortfall of Helpdesk operators	Operator is absent without any prior approval and replacement	Rs.750 penalty per day for each absentee
Manpower			
Data Entry Operators			
1	Shortfall of Data entry operators	Operator is absent without any prior approval and replacement	Rs.750 penalty per day for each absentee