

MSME Umbrella Programme

Policies and Programmes

Volume IV

National Portal and Online Application System

- **RFP for National Portal (Volume I, II and III)**
- **RFP for the PMC of National Portal**
- **Concept Note on Business Model for the National Portal**
- **Feedback on Online Application and Tracking System for Design Clinic Scheme**
- **Reporting Templates for the Online Application and Tracking System of Design Clinic Scheme**



National Portal for the Office of DC-MSME, Government of India

REQUEST FOR PROPOSAL

Volume I

Jan 2013

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1 Glossary

Term	Description
MoMSME	Ministry of Micro, Small and Medium Enterprises
DC-MSME	Office of the Development Commissioner – Micro, Small and Medium Enterprises
Gol	Government of India
National Portal or Portal	The portal to be developed as per the RFP. The words “National Portal”, “System”, “Portal” and “Project” are used interchangeably in this document and all of them refer to the requirements and deliverables associated with this RFP.
RFP	This request for proposal
EM	Entrepreneur Memorandum: The EM filling consists of 2 parts. Part I (provisional registration) is for the proposed Enterprises and Part II (permanent registration) is for the established enterprises after commencement of commercial production.
ICT	Information and communication technology
NIC	National Informatics Centre: premier ICT organization of Government of India
MSME	Micro, small and medium sized enterprises
Prototype	Prototype refers to the prototype that has been developed for the DC-MSME Portal. The access details for the Prototype are mentioned below in Section 2.6
NSIC	National Small Industries Corporation: an ISO 9001-2008 certified Government of India Enterprise under Ministry of Micro, Small and Medium Enterprises (MSME).
PDF	Portable Document Format: File format used to represent documents in a manner independent of application software, hardware, and operating systems.
PSU	Public Sector Undertaking: a government-owned corporation is termed as a public sector undertaking.
WYSIWYG	“What you see is what you get”: a system in which content (text and graphics) displayed onscreen during editing appears in a form closely corresponding to its appearance when printed or displayed as a finished product.
Agreement Period	The tenure of the agreement signed between the DC-MSME and the IA for implementing this RFP and includes the maintenance period for the National Portal. The agreement period would be 10 years starting from the date of the agreement.
System Administrator (s) or SysAdmin	The role responsible for the administration of the National Portal and includes setup, configuration, rectifying errors in the content as ‘intervention’ by a super user (based on certain conditions), and such other activities that ensure that the National Portal is live, usable and accessible by the users.
SFS&RD	System Functional Specifications and Requirements Definition – the project phase when the IA gathers detailed requirements of the Portal.
Go Live	Date on which all the acceptance tests are successfully concluded as per the satisfaction of the DC-MSME and the Portal is completely operational as per the requirements in this Request For Proposal
FR1,FR2,..	Functional Requirements of the RFP
TR 1, TR2,..	Technical Requirements of the RFP
OR1,OR2,..	Operational Requirements of the RFP
SD1,SD2,..	Solution Delivery Requirements of the RFP

Table 1: Naming Conventions & Terminology

2 Introduction

2.1 Request for Proposal Structure

This document provides a high level description and requirements for the proposed National Portal for the Office of the Development Commissioner – Micro, Small and Medium Enterprises (hereafter referred as ‘DC-MSME’), Government of India.

The content of this Request for Proposal has been structured into three volumes as explained below:

Volume I: Functional, Technical and Operational Requirements

Volume I of Request for Proposal intends to bring out all the details with respect to the solution and other requirements that DC-MSME deems necessary to share with the potential bidders. The information set out in this volume has been broadly categorized as Functional, Technical, and Operational requirements covering respective aspects of the requirements.

Volume II: Commercial and Bidding Terms

Volume II provides details that may be needed by the potential bidders to understand the commercial terms and various bidding processes.

Volume III: Draft Agreement including Service Levels

Volume III explains the contractual terms that DC-MSME wishes to specify at this stage. It consists of a draft of Agreement that needs to be signed between DC-MSME and the successful bidder (“Implementation Agency” or IA) and includes a separate article on Service Levels.

This document is Volume I with reference to the above structure. The functional, technical and operational requirements are specified in Sections 5, 6 and 7, respectively, to enable all the interested bidders to understand the dimensions of the Project and its requirements, and propose an appropriate solution and delivery plans.

2.2 Background

Worldwide, the micro small and medium enterprises (MSMEs) have been accepted as the engine of economic growth and for promoting equitable development. The major advantage of the sector is its employment potential at low capital cost. India is home to nearly 29 million MSMEs contributing more than 45% of India’s exports and providing employment to 40% of the workforce. For the MSMEs to grow and continue to be a strong driver of employment and exports in the face of globalization and rapidly changing business landscape, they need to remain competitive. However, they face several challenges and issues such as lack of access to Credit and Institutional Finance, Technology and Innovation, Skill Development and Training, Marketing and Procurement, Infrastructure and Institutional Structure.

In India, the Office of Development Commissioner (SSI) was established in 1954 on the basis of the recommendations of the Ford Foundation with the key objective to provide support in the fields of credit, marketing, technology and infrastructure to MSMEs, thereby improving their growth and competitiveness. Global trends and national developments have thus accentuated the DC-MSME’s

role as a catalyst of growth of MSMEs in the country and placed it as the prime agency for advocacy, hand-holding and facilitation of MSME sector. The Office of DC-MSME has ~ 70 field institutions (also known as MSME Development Institutes or the DIs) and 21 autonomous bodies under its management. These autonomous bodies include Tool Rooms, Training Institutions and Project-cum-Process Development Centres.

DC-MSME offers a wide variety of information relevant to MSMEs and a number of services to make MSMEs more competitive by addressing the overall ecosystem of the MSMEs, providing tangible assistance to address the challenges they face, and by removing structural bottlenecks in their functioning. The current set of schemes and support programs offered by the DC-MSME are listed in Annexure 1 for reference. This list is dynamic and DC-MSME continually updates it with new schemes or modifications to existing schemes. These schemes and support programs encompass diverse services including financial assistance, training and capacity building, advisory & consultancy, marketing platforms, reports & resources, technical support & infrastructure, linkages among others across several industries and geographies. Additional details about the DC-MSME and its offered services can be accessed at http://dcmsme.gov.in/MSME-DO/about_us.htm.

2.3 Context

There are currently ~22 schemes along with several other support programs being implemented by the Office of DC-MSME along with its field offices across India. To ensure that the benefits of such schemes and support programs reach the target beneficiaries in a smooth, timely and transparent manner, it is also extremely critical to set up effective service delivery channels. Over the years, technology has proved to play an important role in this regard. The use of electronic channel not only promises easy, fast and secure access of services to the end-users, it also offers benefits to the service providers by ensuring faster processing time, improved accountability and streamlining of operations. Hence, the National e-Governance Plan of Indian Government seeks to lay the foundation and provide the impetus for long-term growth of e-Governance within the country.

The existing portal of the DC-MSME at <http://dcmsme.gov.in> provides only information about the current schemes and data on MSMEs in India. The current portal design is mainly static, does not allow for a bi-directional flow of information between DC-MSME and MSMEs and hence doesn't have the provision for online application and tracking systems or other advanced functionalities.

Thus, through this project (refer this 'RFP'), the Office of DC-MSME aims to introduce e-governance as one of the key service delivery channels, set up a National Portal and hence provide a single window access to all the schemes and other support programs provided by the Office of DC-MSME and its field institutions.

In this initiative, the Office of DC-MSME is also supported by its bilateral partner Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH in the "MSME Umbrella Programme- MSME Policies and Programmes" project which aims at improving the effectiveness and efficiency of MSME support policies and programmes.

2.4 Project Objectives

The project for the development and implementation of the National Portal has been named '**DC-MSME National Portal Project**' or '**the Project**'. DC-MSME has decided that it will engage a professional Implementation Agency (IA) to design, develop, set up, operate and maintain the proposed integrated National Portal and has further decided that all the infrastructure including servers, networking equipment, etc., shall be hosted at the NIC.

The key benefits envisaged for the setting up a National Portal for DC-MSME are as described below:

2.4.1.1 *Benefits to MSMEs*

The Portal is intended to provide the following benefits to MSMEs in particular and to all end users of services offered by the DC-MSME in general.

- Simplified and faster application process through a single, one-stop, easy-to-use platform to apply to the various services and with applications internally routed to the relevant DC-MSME node without any additional cost to MSMEs. Elimination of the need of - and hassles associated with - physical presence for filing applications.
- Improved tracking and monitoring of status of applications
- Reduced delays and improved response times
- Increased user-friendliness
- Enhanced transparency and clarity of programs and schemes
- Single, comprehensive, consistent source of information on schemes and support programs of DC-MSME, reports and databases on industry / sector / technology, tenders / subcontracts, business partners, etc
- Enable the growth of interactions and knowledge-sharing among the following (a)entrepreneurs, MSMEs, their Associations, (b) DC-MSME and its field institutions (c) PSUs d) other state and central government agencies interested in MSMEs) MSME support institutions, expert agencies, consulting firms, technical institutions, incubators, training institutes etc.

2.4.1.2 *Benefits to the Government*

The Portal is intended to provide the following benefits to the Government.

- Effective delivery and administration of services resulting in reduced delays
- Reduced administrative burden through conversion of a number of administrative processes into simple, interactive & self-service mechanisms
- Effective monitoring and tracking of status of applications
- Effective communication of public support programmes
- Increase usage of schemes and funds
- Enhanced perception and image of the office of DC-MSME and its field institutions
- Flexibility to add new services/application
- Provide role-based and geography-based access to Development Institutes and other nodal agencies of the DC-MSME.

The specifications laid out in this Request for Proposal are indicative of the minimum requirements and the bidders are expected to focus on the aforesaid objectives and envisaged benefits of this Project and formulate their solution offerings in a manner that enables achieving those objectives both in letter and spirit.

2.5 Key Stakeholders of the Project

The key stakeholders of the project along with their indicative span of interest in the Portal are provided below. In addition, there are several categories of users belonging to these stakeholders that shall access the Portal with different needs and perspectives. The IA shall gather detailed requirements of each stakeholder during the SFS&RD phase.

Stakeholder	Classification	Stakeholder Span of Interest
DC-MSME	Client	The DC-MSME is the client for the Project. The current web site of the DC-MSME shall be replaced with the portal after its successful implementation.
NIC	Infrastructure Provider	The hosting, hardware, networking and other infrastructure for the Portal shall be managed by the NIC. The Data Centre and the Disaster Recovery Centre shall be located in - and managed by - the NIC.
Implementation Agency	Solution Provider	The Implementation Agency shall be responsible for the design, development, implementation, rollout and operations and maintenance of the Portal through the Agreement Period.
Other Government Departments	Key Influencer / Compliance Checking Agencies / Information provider / User of information	Government Ministries and departments who have an interest in the MSMEs or in the e-governance or other technical standards required for the implementation of Government Portals.

Table 2: Key Stakeholders of this Project

2.6 References

The list of references used in this RFP and those that may provide additional, relevant information are provided below.

- <http://Dc-msme.gov.in> - current portal of the office of DC-MSME
- <http://indianclusters.org/dcsmse/> - prototype of the National Portal (as developed under MSME Umbrella Program jointly being implemented by GIZ and DC-MSME) envisaged in the RFP.
- <http://www.web.guidelines.gov.in> - the URL provides the set of guidelines for Indian Government websites. It also provides a checklist for checking on compliance to the guidelines.
- <http://egovstandards.gov.in> – The set of e-governance standards for Government of India websites and portals.
- <http://www.cert-in.org.in> - The list of empanelled security auditors for auditing of Government of India websites and portals.

3 Scope of the Project

3.1 Overview

The scope of work includes development, testing and implementation of the National Portal, interfacing with NIC for the hosting, training to the officials designated by the DC-MSME, and operation and maintenance of the Portal during the Agreement Period as detailed below. The IA shall develop and implement the Portal as per the implementation timelines given in the Section 9.1 of this RFP (vol I).

Broadly, the scope of work will comprise the following:

- a) **Portal Implementation:** Design, Develop, Test, and Implement the National Portal
- b) **Deployment with NIC:** Working closely with NIC which shall house the DC and DRC, for ensuring smooth deployment, access, monitoring of the infrastructure, and Business Continuity Planning for the National Portal
- c) **Training and Documentation:** Training to the DC-MSME personnel and other authorized Personnel and related documentation
- d) **Operations & Maintenance:** Operate and Maintain the National Portal during the Agreement Period.

3.2 Portal Implementation

As part of Portal Implementation, the IA is responsible for:

- a) **Systems Requirement Study & System Design documentation:** IA shall conduct a detailed assessment of the Portal requirements and shall develop the System Functional Specifications and Requirements Document (SFS&RD) in consultation with the DC-MSME. The IA shall study the existing functionality of the DC-MSME portal at <http://dcmsme.gov.in> and the prototype designed for the Portal at <http://indiandclusters.org/dcmsme> in this regard. The IA shall obtain a formal sign-off on the SFS&RD from the DC-MSME before proceeding with the development of the Portal. 1. The IA shall also prepare and maintain the required documents including Project Plan, System Requirement Specifications, System Design Document, Test Plan, Test Cases & Results, Security Policy etc., as per acceptable standards.
- b) **Software Design, Development, Implementation and Enhancement:** The IA shall develop the Web portal with the features and requirements provided in Sections 5, 6 and 7 of this RFP and those in the approved SFS&RD. IA shall comply with the Solution Delivery requirements provided in Section 8. The system must be designed following open standards, to the extent feasible and in line with overall system requirements set out in this RFP, in order to provide for good interoperability with multiple platforms and avoid any lock-in with a technology or a technology provider. Detailed requirements are provided in Section 8.3. The IA shall also ensure that all the data formats and the protocols of communication among the stakeholders of the portal are documented in consultation with the DC-MSME and other stakeholders, as part of the SFS&RD phase. Post go-live if there are additions/enhancement requests for functionality not covered in scope of work as per this RFP and the SFS&RD, the IA shall provide detailed requirements and

estimates for the additional work. The IA and the DC-MSME shall mutually come to an agreement on the additional effort and the additional cost of the enhancement requests. The additional cost shall be based on the person-month rate of the IA as mentioned in the commercial proposal

- c) **Testing:** The IA shall design the software testing strategy and Plan including traceability matrix, Test Cases and conduct testing of various components developed/customized for the National Portal. The software testing shall include Unit Testing, System Testing, Performance Testing, Integration Testing and other testing for functional and non-functional attributes of the Portal. The DC-MSME shall conduct User Acceptance Testing (UAT) of the Portal. The IA shall provide support to any Third Party Testing Agency appointed by the DC-MSME for conducting comprehensive testing of the Portal including but not limited to functionality, performance, usability, security and conformance to standards. The IA shall bear the costs of all rectifications and changes resulting from testing. The following table provides the various testing activities and the responsibility allocation between the IA and the DC-MSME for performing these activities.

Sl. No	Work	Phase	Conducted By	Closure of Deficiencies	Cost of Testing Borne By
Testing					
1	Unit Testing, System Testing, Performance Testing, Integration Testing, etc.	During Application Development	IA	IA	IA
2	User Acceptance Testing	Before Go-live	DC-MSME	IA	IA
3	Third Party Application Testing	Before Go-live	DC-MSME / Third party agency	IA	IA

Table 3: Responsibilities during Testing

Details of testing requirements are provided in Section 7.2.

- d) **Audit:** The IA shall coordinate with the Third party audit agency for Quality Performance Audits of all system Components as and when directed by DC-MSME. The DC-MSME may appoint / use the services of a third party audit agency (empanelled Security Auditors list available on <http://www.cert-in.org.in/>) to conduct scheduled and unscheduled audits on a regular basis. The IA shall provide complete support to the third party audit agency and obtain security audit certification on a yearly basis. The details of the audit requirements are provided in Section 7.3. The IA shall also perform all the changes required by the DC-MSME / third party audit agency and obtain formal sign-off for all the Project deliverables. The following table provides the various testing and audit activities and the responsibility allocation between the IA and the DC-MSME for performing these activities.

Sl. No	Work	Phase	Conducted By	Closure of Deficiencies	Cost of Audit Borne By
Audits					
1	Scheduled and Un-scheduled Quality Audits	Before and After Go-live	DC-MSME / Third party agency	IA	DC-MSME
2	Security Audit for Hosting at DC, DRC	Before Go-live	IA	IA	IA
3	Security Audit for Integration with Payment Gateway	Before Go-live	IA	IA	IA

Table 4: Responsibilities during Audits

- e) **Other Compliances and Certifications:** The IA shall provide support to any Third Party Quality Certification/Other Compliance Agency (e.g. STQC) appointed by the DC-MSME or as required under GoI guidelines. The IA shall bear the costs for getting such certifications/compliances and also of all rectifications and changes resulting from such procedures.

3.3 Deployment at NIC

The NIC would provide the hosting, Data Centre (DC) and the Data Recovery Centre (DRC) for the Portal. NIC shall be responsible for the Procurement, Installation, Commissioning & System Level Integration of hardware and other infrastructure at the DC and the DRC.

The following table provides the division of responsibilities between the NIC and the IA. The responsibility allocation shown below is indicative and the IA shall provide detailed plan for the responsibility allocation during the SFS&RD phase in consultation with the DC-MSME and NIC.

Activity	Responsibility
Infrastructure Setup	NIC
Sizing of the Infrastructure	IA. IA shall provide the configuration, specifications and quantity for the required servers, storage devices, firewalls, routers, switches, network bandwidth requirements, etc., and system software infrastructure components (which shall also include Original Equipment Manufacturer support for the Agreement Period).
Deployment Architecture	IA. IA shall provide details of the architecture and methodology of the solution as per requirements stated in this RFP, covering all the hardware and related infrastructure and any required third party software licenses.
Provisioning	User-level: IA Infrastructure level: IA Executing the provisioning advice : NIC The IA shall ensure that the initial configuration and installation of the hardware at the DC and DRC should be completed before the User Acceptance Testing.
Production and staging environments	The IA shall delineate and specify the hardware, networking and other infrastructure required for the production environment and the staging environment as specified further in Section 7.1
Uptime	Uptime guarantee of the network and hardware: NIC

guarantee	Monitoring of uptime and scalability: IA and NIC
Data Centre Management	<ul style="list-style-type: none"> DC Management including provisioning, support, monitoring, upkeep, end to end security and intrusion prevention: NIC Ensuring that all hardware and network hardening is performed (as per guidelines provided by CERT-In1) to ensure full security of the new infrastructure: IA and NIC. This activity should be completed before the application software and database is deployed.
DRC management	<ul style="list-style-type: none"> DRC Management including provisioning, support, monitoring, upkeep, end to end security and intrusion prevention: NIC
Availability Requirement	<p>NIC shall ensure the following:</p> <ul style="list-style-type: none"> All components of the DC have adequate redundancy to ensure 24/7 availability of the Portal. A dedicated link with adequate bandwidth and redundancy between the DC and Exchange and Exchange and DRC for data transfer Usage: Application to cater to the following usage parameters: <ul style="list-style-type: none"> Handling 2000 concurrent users Four sessions per user Data for each application submitted by the users is limited to maximum 1 MB. Recovery Point Objective not to exceed 15 minutes Recovery Time Objective not to exceed 4 hours Communication link with Data Centre and Disaster Recovery Centre should have redundancy
Testing and Audits of DC and DRC	<ul style="list-style-type: none"> Infrastructure level: NIC Adequacy and appropriateness of the infrastructure: IA. Deficiencies pointed out by the Audit agency to be rectified by the respective parties mentioned above at no additional cost.
Security Management	NIC, IA to oversee the security policy and make it meaningful for this Portal.
Database management	<p>Management of servers and other components for storage of data, schedule backups of the databases and restoration of databases: NIC</p> <p>Application level data management and backups: IA</p>
Incident management	NIC and monitored by IA
Documentation	<ul style="list-style-type: none"> Portal / system related: IA Infrastructure and all other documentation associated with DC and DRC: NIC
Service Levels for infrastructure	NIC and monitored by IA.
Miscellaneous	IA

Table 5: Scope of DC/DRC

3.4 Training

The IA shall plan an exhaustive training program for all the users of the Portal within the DC-MSME and its nodal offices. The training program shall cover the following at a minimum. Detailed requirements on Training are provided in Section 7.11. IA shall finalize the training requirements in consultation with the DC-MSME during the SFS&RD phase.

Training Curriculum	<ul style="list-style-type: none"> The IA shall conduct Training Needs Analysis and prepare the detailed curriculum in consultation with the DC-MSME. The training curriculum shall exhaustively cover the functioning of the Portal, usage scenarios, and the respective user-level access details, to ensure users are provided with hands-on training on all the modules related to their day-to-day operations and procedures of the system and can easily perform their respective functions on the Portal. Separate training curriculum shall be developed for the following groups: <ul style="list-style-type: none"> Schemes, Local Administration by DC-MSME, Content Management: DC-MSME Central and Nodal Officers Work Flows: Nodal Administrative Officers IA shall also develop robust, effective and easy to use “audio visual Computer Based Training” courses that shall be uploaded on the Portal.
Training Audience	<ul style="list-style-type: none"> The DC-MSME officials responsible for creating, administering and managing the schemes for MSMEs, and other Government officials of the Central and State Ministries designated by the DC-MSME, are required to undergo training on using the Portal. A few officials from each major stakeholder category need to be trained as trainers who can then in turn train/hand-hold other officials.
Trainers	Due to the nature of the MSME domain, it is highly recommended that the IA appoint a few Subject Matter Experts (SMEs) having hands-on experience with MSMEs and / or running policies for them, to guide the users on using the Portal knowledgeably
Training Plan	<ul style="list-style-type: none"> The IA should draw up a systematic training plan in line with the overall project plan. Details on the number of trainees (tentative) and allowed batch size are provided below. These numbers are indicative only and the IA shall gather details on the exact number of officials required for training during the SFS&RD phase. <ul style="list-style-type: none"> DC-MSME and other Government Officials: 2000 Total number of officials to be trained as Master Trainers: 100 to 150 Batch size for training: maximum 25 Training programs shall be designed in consultation with the DC-MSME so that the on-going/ regular operations are not unduly affected and all users are trained before the system is made operational.
Training Location	Unless otherwise informed by the DC-MSME, the training location shall be the office of the DC-MSME at New Delhi.
Training Collateral	IA has to ensure distribution of necessary course material and reference manuals (user/ maintenance/ administration) to the trainees.

Documentation	User Manual, Training Manual, FAQ, online help, Webcasts, and other in both online and physical documentation format for the different types of users of the Portal mentioned in 2.5.
Evaluation of Training	The DC-MSME will evaluate the trainings conducted by IA from time to time.

Table 6: High Level Training Requirements

3.5 Operations & Maintenance

The IA shall provide Operations and Maintenance support for the Portal during the Agreement Period after the Go-Live date. The ‘maintenance’ of the National Portal broadly includes Application Software Maintenance, Problem identification & Resolution, Change Request management and configuration management. In addition, the IA shall ensure the following:

- IA shall comply with the Service Levels mentioned in Section 7.1 and vol III of the RFP. In particular, the IA shall comply to the following:
 - Availability of the application and uptime shall be 99.99%. IA should work closely with the NIC to ensure the uptime of the system.
 - The IA shall perform regular maintenance activities such as Application Software Maintenance, Problem identification & Resolution, Software Change & Version Control as per industry standards, and System administration and database administration of application software during the Operations and Maintenance Phase.
- Develop / Customize and implement a suitable Service Levels monitoring tool in consultation with the Project Management Unit (PMU) of the DC-MSME
- Any third-party software licenses, if required, for the deployment of Portal must be perpetual licenses purchased in the name of the DC-MSME.

The detailed ‘Operational Requirements’ are given in Section 7 of this RFP.

3.6 Out of Scope

The following features are deemed out of scope for this RFP. A few of these features may be included into the scope at a later point of time during the Agreement Period especially when read in conjunction with Section 7.12.

- While links to the repository of tenders provided by the PSUs, Central Ministries and other Central and State Government departments may be provided including organizing the tender information and displaying it based on search criteria, the Portal shall not provide any facility for applying to these tenders online.
- The Portal will not act as the “intranet” of DC-MSME and shall not support the following features:
 - Internal exchange of documents (not related to the applications to the schemes and their extant workflow),
 - Internal time tracking of activities (The tracking of movement of the applications to the Schemes across the workflow is within the scope)
 - Any other functions to support internal organizational issues of the DC-MSME.

- The bidders may please note that the Ministry of MSME (MoMSME) also maintains its own website (<http://msme.gov.in>). While there may be some overlap between the portals of the MoMSME and the DC-MSME, the scope of the work and the requirements in this RFP are for the National Portal of the DC-MSME only and not for MoMSME.

4 Solution Overview

4.1 Schema for the Portal

This section provides an overview of the solution structure and related information to further describe the requirements mentioned in Section 3. A high-level sample schema for the Portal is shown below.

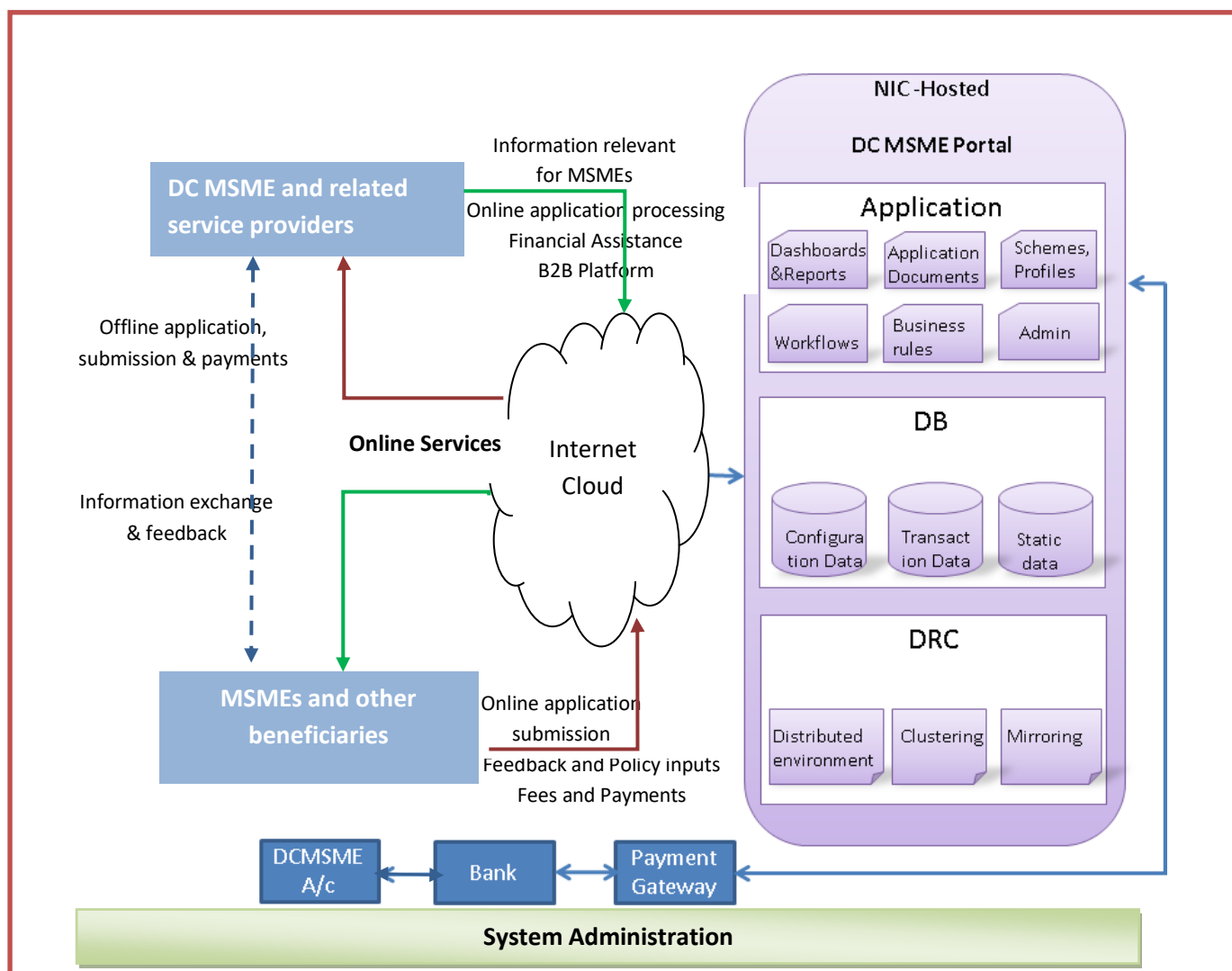


Figure 1: Schema for National Portal of DC-MSME

The key elements as depicted in above schema are described below:

DC-MSME and related service providers	These include the Office of DC-MSME, its field institutions and other related bodies who aim to provide e-services through the portal for the target beneficiaries which may include MSMEs, their associations, cluster level bodies, other enterprises, individuals etc
MSMEs and other beneficiaries	These include all the end-users and target beneficiaries of the several services to be provided through the portal by the Office of DC-MSME and related institutions. They may include MSMEs, their associations, cluster level bodies, other enterprises, individuals among others

Online Services	<p>The broad categories of services envisaged to be provided through portal include:</p> <ul style="list-style-type: none"> • Information: These include enabling provision of information by government to target beneficiaries of portal. The information may cover several areas including schemes and support programs, industry profiles, markets, competitors, technologies, suppliers, customers, regulatory bodies, annual reports of DC-MSME among others • Online application submission and tracking including payment gateways- These include enabling online application and tracking of several schemes and support programs provided by government to target beneficiaries such as MSMEs, associations, individuals etc • B2B Platform services include providing platform to enterprises for exchange of information and communication such as matchmaking database for buyers and suppliers, technology profiles database among others • C2G or B2G services include collection of feedback and policy inputs from enterprises etc <p>For details please refer Section 5.2 and 5.3 of RFP.</p>
NIC-Hosted	NIC shall host the DC MSME portal and provide, maintain and manage both the Data Centre and Data Recovery Centre. Additional details are provided in Section 6.10.
System Administration	<ul style="list-style-type: none"> • The system administration activity shall include, but not be limited to, provisioning of users, configuration changes (Schemes and their parameters, menu items, types of users, organization structure of DC-MSME, etc.), providing support for the usage and management of application, security management, archiving, performance tuning of the system. • The system administrator should also be able to manage all forms of data, define business rules in the system, manage user roles and facilitate system monitoring and administration. • Only the authorized users in the DC-MSME shall be able to perform the administration of the National Portal. <p>Detailed system administration requirements are provided in Sections 5.6.</p>
Portal Application	The Portal application contains all the necessary functions including but not limited to Schemes and Profile data, application-related documents, workflows, business rules, MSME data, DC-MSME organization, dashboards and reports system administration facilities, for achieving the objectives set out in Section 2.4. Detailed requirements are provided in Section 5.
Database	Broadly, the database contains three types of data: Configuration data (for capturing values of parameters dynamically qualified by controls and business rules), transaction data (all the data related to the transactions such as applications, documents, approvals, audit trails, etc.), and static data (data that is constant throughout the application).
DRC	<p>The Data Recovery Centre is operated by NIC and broadly ensures / provides the following functions:</p> <ul style="list-style-type: none"> • Distributed Environment: This shall be used so that application can be up if one of the setups has failed • Clustering: This can be done at application level and database level • Mirroring: Mirroring is setup of environment in different places as an exact replica of another setup. Mirroring can be at the application level or database level.

	Detailed requirements are provided in Section 7.
Payment Gateway	The Portal should provide an interface for users to make online payments and should be integrated with the “Payment gateway” of designated banks to ensure real time, secure, and smooth transaction. Detailed requirements are provided in Section 4.2.5 under ‘Payment Gateway’.

4.2 Functional View of the Portal

The schema below provides a functional view of the system.

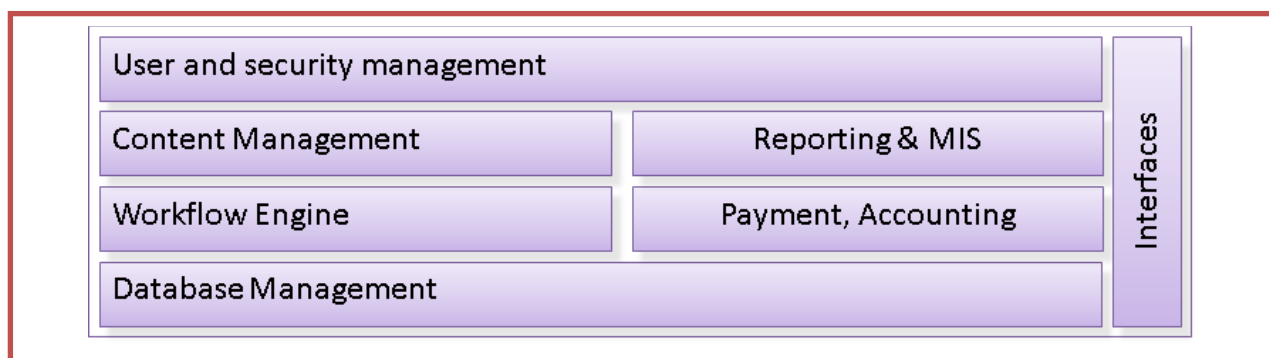


Figure 2: Functional Schema for National Portal of DC-MSME

4.2.1 User and Security Management

User access in the system shall require each user to assume a unique identity across applications and networked infrastructures, which enables access controls to be assigned and monitored. The system shall ensure access rights are based on categories of users such as DC-MSME users, Individuals, MSMEs, Associations, Special Purpose Vehicles, and others including government and other expert agencies, and other stakeholders listed in Section 2.5 and Section 4.3.

Each of the above user categories would have several roles and associated access rights. The user roles and access rights shall be configurable. In particular, the DC-MSME users shall have several roles such as content editor, system configurator, application approver, head of DC-MSME, etc., according to the organization structure of the DC-MSME. The IA shall gather detailed requirements on the user roles within DC-MSME, their level and scope of access to the system, and prioritization requirements during the SFS&RD phase. Detailed requirements are provided in Sections 5.3, 5.4, 5.6.

4.2.2 Content Management

The type of contents may be texts, images, documents and files (for instance file format PDF or doc/docx, zip files, etc.), audio files or any combination of these. The system shall allow users with appropriate privileges (to be defined by the IA during the SFS&RD phase) to create, preview, edit, review, publish and delete content items such as text, images, documents. Detailed requirements are provided in Section 5.5

4.2.3 Interfaces

- Interface to a secure Payment Gateway for the remittance of fees for the various Schemes. The system shall be integrated with a designated Bank’s payment gateway for debiting the statutory

fees associated with applications for the various schemes launched through the Portal and for collection of any other payments received from the Portal and also any payments to be made through the Portal. Apart from statutory fee, Portal will also have the provision of payment of additional fee, if required, for supply of additional / advanced information from time to time. There should be a provision of depositing fees into designated Government Account.

- The system shall have a module that will record all payment transactions both online and also offline. It will capture the transaction details, date, time and payment details. The system should provide for tracking of Payment realization, remittances and reconciliation.
- The system shall be tested / accredited by a third party security audit agency before integrating with the banks payment gateway.
- Interfacing through APIs
 - The Portal should provide APIs to other Central and State Government Portals for accessing information about MSMEs, from the Portal. The details of API requirements should be developed during the SFS&RD phase.

4.2.4 Reporting and MIS

- The system should allow users to generate both statutory / standard reports as well as customized reports. The reports shall cover business reports, operational reports for Service Levels and system monitoring as well as others which may be modelled for future use.
- System should allow design of custom reports with flexible layout and design.
- There should be a facility to define the rights and privileges pertaining to usage of reports. The system should allow users to create additional queries through a GUI and provide appropriate search outputs as long as data is available in the database.

4.2.5 Payment Gateway Service

The functionality of the payment gateway service of the Portal is provided below.

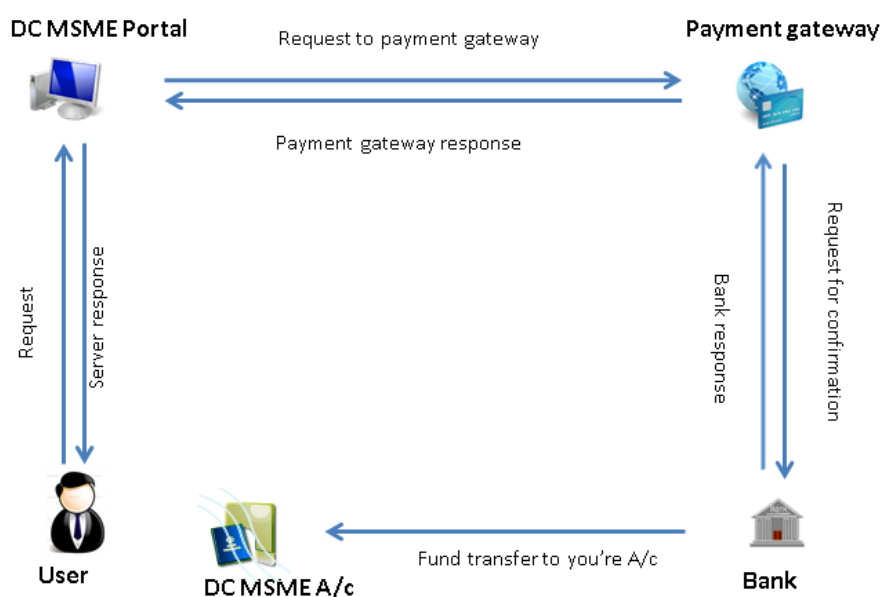


Figure 3: Payment Gateway Interface to the Portal

The system should capture the payment transaction details at every step including acknowledgements and responses. IA shall gather additional details for the payment gateway interface during the SFS&RD phase.

4.2.6 Workflow engine

The workflows have a high impact on the scalability, performance and maintainability of the web portal, in addition to impacting the development time. Each Scheme has its own workflow comprising its process stages, inputs and outputs from each stage, performers and business rules at each stage. It is suggested to develop a configurable workflow engine to create workflows and with business rules and standardized features to allow of processing of applications by the authorized DC-MSME users, System enable tracking of applications, uploading of files and retrieval of uploaded files. Detailed workflow engine requirements are provided in Section 5.4.2.

Presented below are the sample workflows associated with the various schemes that are currently offered by the DC-MSME. These workflows are indicative and the IA shall gather detailed requirements for the various schemes mentioned in Annexure 1 and ensure that the system handles the workflow requirements.

a) Lean Manufacturing Competitiveness (LMC) Scheme:

Objectives

The main objective of the Lean Manufacturing Competitiveness Scheme (LMCS) is to bring the manufacturing competitiveness in the MSME Sector. Lean Manufacturing involves applying Lean Techniques (e.g. Total Productive Maintenance (TPM), 5S, Visual control, Standard Operation Procedures, Just in Time, Kanban System, Cellular Layout, Poka Yoke, TPM, etc.) to identify and eliminate waste and streamline a system. The focus is on making the entire process flow, not improving only a few operations. Worker empowerment is also emphasized throughout the effort.

Schematic Diagram for Lean Manufacturing Scheme

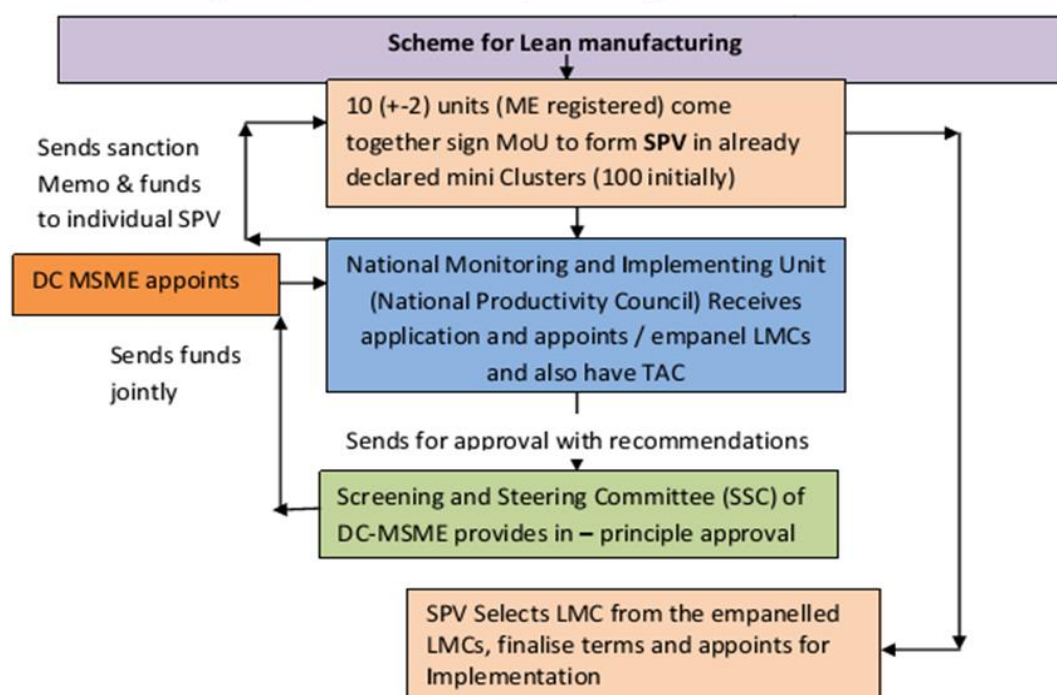


Figure 4: High Level Workflow for the “Lean Manufacturing Scheme”

Nature of Assistance under scheme

A financial support by the Government of India up to a maximum of 80% of the Consultant fees for each Mini Cluster will be provided. Remaining 20% is to be borne by the beneficiaries MSME units

b) Quality Upgradation / Environment Management

Objectives

The Government introduced an incentive scheme for their technological upgradation/quality improvement and environment management. The scheme provides incentive to those small scale/ ancillary undertaking who have acquired ISO 9000/ISO 14001/HACCP certifications. The scheme for ISO 9000 reimbursement in operation since March, 1994 has now been enlarged so as to include reimbursement of expenses for acquiring ISO 14001 certification also vide this Office Administrative Order No.41 (8)/ISO/Electx./2002 dt. 28th October, 2002. Upto 31st march 2009, 18778 Micro & Small units have been benefited from the scheme.

Schematic Diagram for Quality Upgradation/Environment management for small scale sector through incentive for ISO 9000 /ISO 14001 /HACCP Certifications

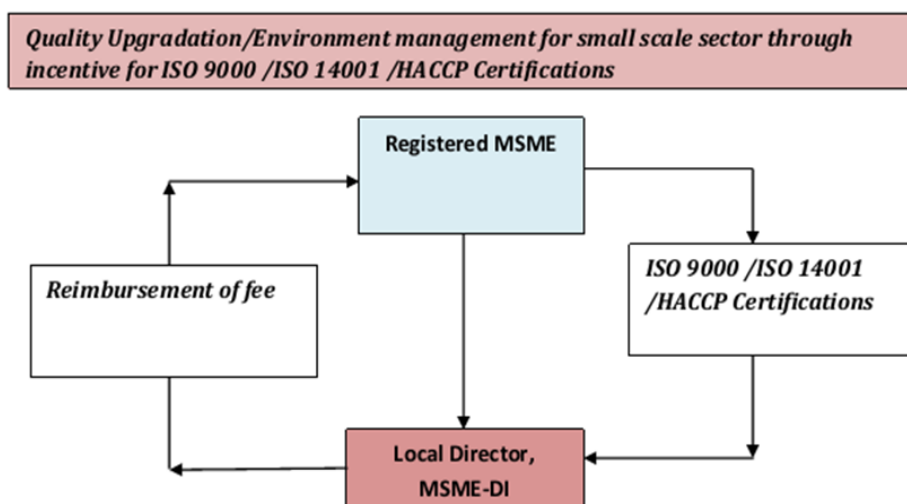


Figure 5: High Level Workflow for the Quality Upgradation / Environment Management Scheme / Support Program

Nature of assistance

The Scheme envisages reimbursement of charges of acquiring ISO-9000/ISO-14001/HACCP certifications to the extent of 75% of the expenditure subject to a maximum of Rs. 75,000/- in each case. The Scheme is valid upto 31st March'2012.

- The Permanent Registered Small Scale/ancillary/Tiny/Small Scale Service Business Enterprises (SSSBE) units are eligible to avail the Incentive Scheme.
- The Scheme is applicable to those SSI/ancillary/Tiny/SSSBE units who have already acquired ISO-9000/ISO-14001/HACCP certification.
- With effect from 30.8.2006 procedure of the Screening Committee to decide the reimbursement has been discontinued and the Screening Committee has been dismantled to reduce delay in the sanctioning of reimbursement to the applicants.
- The Scheme shall provide one time reimbursement only against an Entrepreneurship Memorandum Number. The amount of incentive/subsidy/grant already availed for acquiring ISO 9000 or ISO 14001/HACCP Certification under any Central Govt. (including DC (MSME) Incentive Scheme)/State Govt. /Financial Institution shall be adjusted against the entitlement of reimbursement. It means the total entitlement of reimbursement of acquiring one or more than on certifications shall be up to the maximum limit of Rs. 75,000/- only. In case a unit has received reimbursement/subsidy/grant from Central Govt./State Govt./Financial Institution against any one of the certifications for an amount less than maximum limit of Rs. 75,000/-, the unit shall be eligible to receive the balance amount only.
- Only one time reimbursement is allowed against an E.M. Number for acquiring ISO-9000/ISO-14001/HACCP certification; irrespective of the fact whether the concerned SSI has one or more than one Unit(s) within the same premises/location or outside.

- In case an ISO-9000/ISO-14001/HACCP certificate is obtained jointly by SSI units (even having a separate Permanent E.M.Number) under the corporate/group of Industries category, the total reimbursement shall be limited to 75% of the total expenditure incurred by the concerned units or Rs. 75,000/- whichever is less; and each SSI unit shall get the amount on pro-rata basis.

c) Market Development Assistance

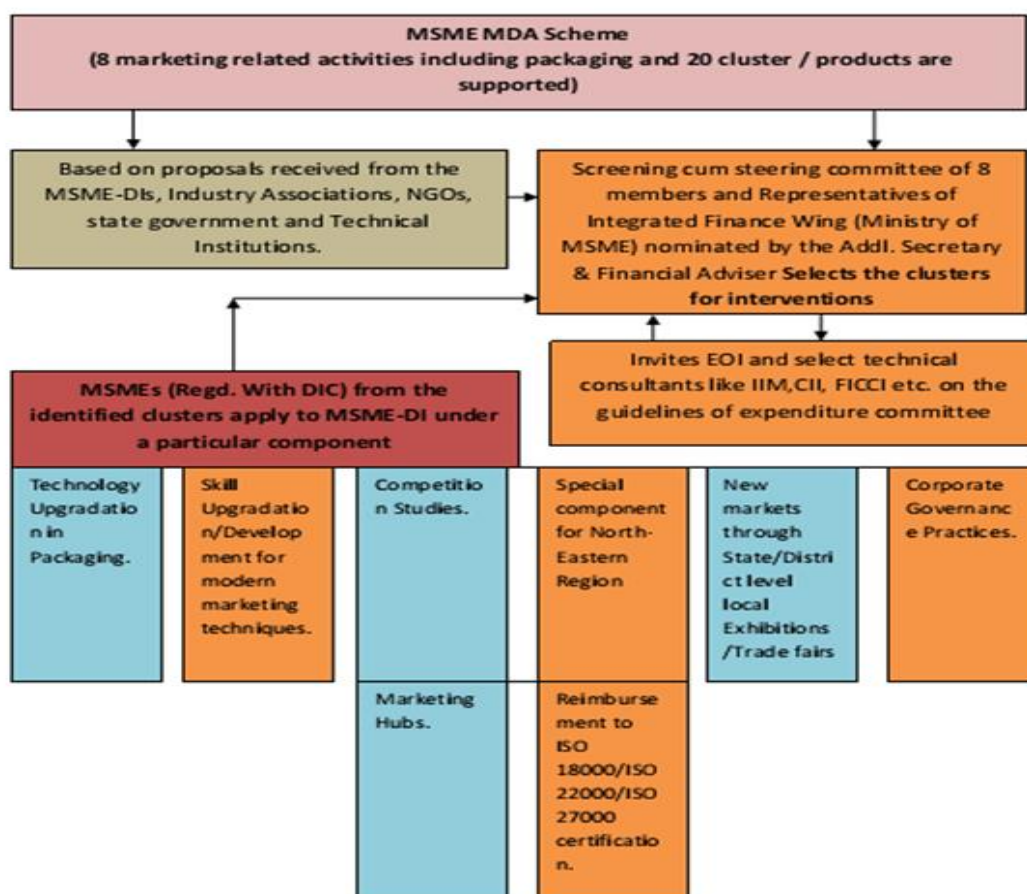
Objective:

- To encourage small & micro exporters in their efforts at tapping and developing overseas markets.
- To increase participation of representatives of small/ micro manufacturing enterprises under MSME India stall at International Trade Fairs/Exhibitions.
- To enhance export from the small/ micro manufacturing enterprises
- To popularise the adoption of Bar Coding on a large scale.

Nature of Assistance

The scheme offers funding for:

- Participation by manufacturing Small & Micro Enterprises in International Trade Fairs/ Exhibitions under MSME India stall.
- Sector specific market studies by Industry Associations/ Export Promotion Councils/ Federation of Indian Export Organisation.
- Initiating/ contesting anti-dumping cases by SSI Associations and
- Reimbursement of 75% of one time registration fee (w.e.f. 1st January 2002) and 75% of annual fees (recurring) (w.e.f. 1st June 2007) paid to GSI (Formerly EAN India) by Small & Micro units for the first three years for bar code.

Schematic Diagram for MSME –MDA Scheme**Figure 6: High Level Workflow for the Market Development Assistance Scheme****4.2.7 Database Management**

Broadly, the database contains three types of data: Configuration data (for capturing values of parameters dynamically qualified by controls and business rules), transaction data (all the data related to the transactions such as applications, documents, approvals, audit trails, etc.), and static data (data that is constant throughout the application).

4.3 Classification of Portal Users

The following is a list of different categories of users that would access the Portal with their different needs, roles and responsibilities. This list is indicative and the IA shall, in consultation with the DC-MMSME define the final user categories during the SFS&RD phase.

Category	Type of users	Description
Service Providers	DC-MSME, its field institutions (~70 DIs)	<p>Officers of the DC-MSME and its field institutions. There could be different user roles and access rights under this category.</p> <ul style="list-style-type: none"> Users involved in processing and updating the filled forms or applications in order to accept or to reject them Users responsible for creating, editing or deleting content that is presented and accessible to other users within one or

		more of the entities or outside
End-users	MSMEs	The senior management team and other designated employees of the MSMEs - mainly for accessing information, downloading forms and documents, submitting applications to the various schemes & support programs of the DC-MSME, tracking status, uploading of documents, search for buyers and suppliers, file EM application etc.
	Associations	Designated office bearers of MSME Associations that are registered on the Portal in various states for accessing information, downloading forms and documents, submitting applications to the various schemes & support programs of the DC-MSME, tracking status, uploading of documents, etc.
	Citizen or Individual Users	Citizens/ Individuals who do not own a business may use the portal in order to gain relevant information, apply for training programs & other support schemes, tracking status etc
	Large Enterprise Users	Designated employees departments of Public Sector Units/ Other Ministries who have an interest in MSMEs (for example, procurement departments) may use the portal for accessing information, matchmaking database etc
	Other Government Users	Designated employees of other Central and State Government Ministries and Departments for administering governance, gathering information about MSMEs and for submitting applications to the various schemes & support programs of the DC-MSME, tracking status etc
	Special Purpose Vehicle Users	Designated employees of Special Purpose Vehicles (SPVs) comprising 2 or more MSMEs mainly for accessing information, downloading forms and documents, submitting applications to the various schemes & support programs of the DC-MSME, tracking status etc
	Others	Others players such as third-party nodal scheme implementing agencies, service providers from private sectors, expert and technical institutions etc for accessing information, downloading forms and documents, submitting applications to the various schemes & support programs of the DC-MSME, tracking status
System Administrators	Implementation Agency	<ul style="list-style-type: none"> • Users concerned with system administration, content administration, Implementation, and Operations and Maintenance of the Portal • Users responsible for administrative tasks like user management including provisioning of users, updation of all configuration data, archiving of data, etc. • Performance fine tuning
	NIC	
Other users	Audit Users	Auditors appointed by the DC-MSME at various stages of implementation and maintenance of the Portal
	Other Users	The system can potentially have other user categories such as consultants and consulting organizations who are approved by the DC-MSME and who have offerings that help MSMEs improve their overall competitiveness.

Table 7: Categories of Users Accessing the Portal

5 Functional Requirements

This section provides an indicative list of the functional requirements of the RFP. The IA shall design and develop the Portal solution for meeting these functional requirements. This section is organized as follows:

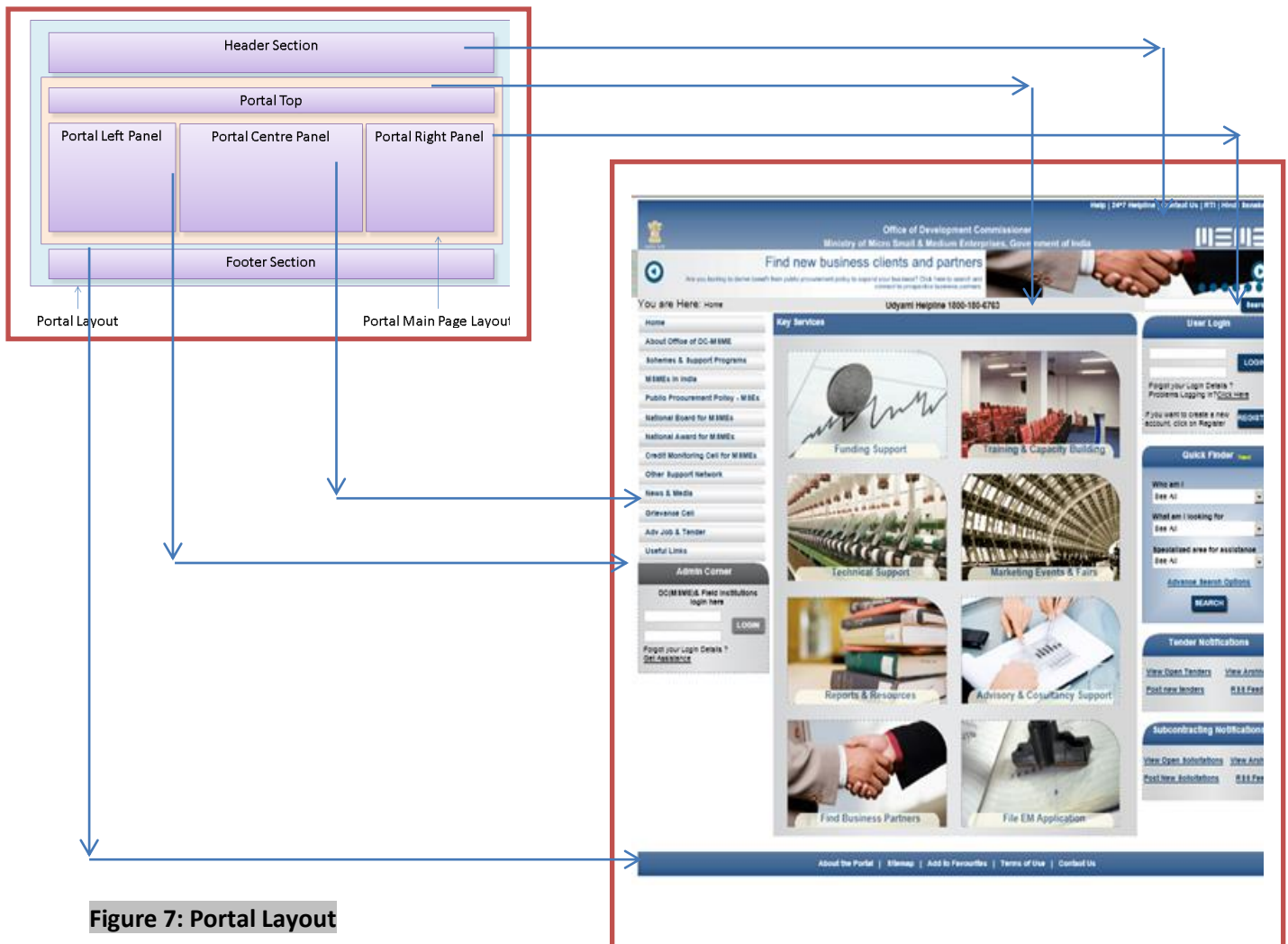
- a) Portal Layout
- b) Portal Central Panel
 - I. Landing Page and other Information Pages
 - II. User Login Area
 - i. User Account Registration & Management
 - ii. My Home
 - iii. Applications to Schemes
 - III. Organizational Functions for DC-MSME Users
 - i. Admin Corner
 - ii. Workflows for Processing Applications
 - IV. Search
 - V. System Administration
 - VI. Reports
 - VII. Content Management
 - VIII. Advanced Features
 - IX. Miscellaneous Functional Requirements
 - X. Adherence to standards
- c) Header Section
- d) Footer Section

Indicative list of sub-sections under Landing Page

- a. About Office of DC-MSME
 - I. Organization
 - II. Key Services
 - III. Annual Reports
 - IV. Contact Points
- b. Schemes & Support Programs
 - I. Search and view
 - i. Browse All
 - ii. View specific scheme
 - iii. Quick Finder
 - II. Budgets and Allocations
 - III. Status and Beneficiaries
- c. MSMEs in India
- d. Public Procurement Policy
- e. National Board for MSMEs
- f. National Award for MSMEs
- g. Credit Monitoring Cell for MSMEs
- h. Other Support Network
- i. News & Media
- j. Grievance Cell
- k. Advertisements, Jobs and Tenders
- l. Useful Links
- m. Tenders & Subcontracting notifications

5.1 Portal Layout

FR 1	Layout Objective(s): The Portal should have an intuitive layout that provides links to all the main features of the Portal in a structured, easy-to-use manner.
FR 2	<p>An indicative layout of the Portal is provided below. This layout has also been used in the prototype for the Portal available at http://indianclusters.org/dcsmse . The requirements of the central panel are further structured into requirements for</p> <ul style="list-style-type: none"> • Requirements for Central Panel <ul style="list-style-type: none"> ○ “Landing Page and Information Sections” as indicated in Sections 5.2 ○ Key functions of the Portal as indicated in Sections 5.3 through to 5.7 • The Header and Footer sections are indicated in Sections 5.12 and 5.13 respectively • System Administration as indicated in Section 5.6
FR 3	The bidders shall provide in their response to this RFP, their suggested layout(s) that meet the layout objectives described above.

Suggested Portal Layout**Prototype Layout and Mapping****Figure 7: Portal Layout****5.2 Portal Landing Page and Information Pages**

A screenshot of the Portal Home Page from the Prototype is provided below for reference and to indicate the Main Page / Landing Page structure. The bidders may please note that the Prototype is indicative of the desired user interface and the IA shall define the final user interface, in consultation with the DC-MSME, during the SFS&RD and subsequent “solution delivery” phases.



Figure 8: A view of the Portal Home Page from the Prototype.

The Portal home page has different groups of information that shall be implemented as described below. The information groups are stated without any preference for the order or place of their appearance on the Portal. For the purpose of the listing here, the left panel and the right panel in the portal layout indicated in the preceding section are combined to provide common set of high-level information groups.

The IA shall gather detailed requirements for each of the information groups below, define the sequence and location of the information group on the Portal and also gather the content for the information groups where required from the DC-MSME as indicated in Annexure 1- 5, during the SFS&RD phase.

FR 4	<p>This section shall provide access to all the features of the Portal in a well-structured manner with easy and intuitive navigation, and shall provide the following links at a minimum (indicative purpose only):</p> <ol style="list-style-type: none"> a) About Us <ol style="list-style-type: none"> I. Organization II. Key Services III. Annual Reports IV. Contact Points b) Schemes and Support Programs <ol style="list-style-type: none"> I. Search and View <ol style="list-style-type: none"> i. Browse all ii. View specific scheme iii. Quick Finder II. Budgets and Allocations III. Status and Beneficiaries c) MSMEs in India d) Public Procurement Policy e) National Board for MSMEs f) National Award for MSMEs g) Credit Monitoring Cell for MSMEs h) Other Support Network i) News & Media j) Grievance Cell k) Adv Job & Tender l) Useful Links m) Tenders and Subcontracting Notifications n) Generic Functional Requirements <p>In addition to the above, the system shall provide links for a few sections of the Portal that are limited only for logged in users and further limited by the category and role of the logged in user, such as</p> <ul style="list-style-type: none"> • User Login Section: For MSMEs and other target beneficiaries • Admin Corner: Access to functions performed by the DC-MSME users for approving applications, content management, etc. These are indicated in Section 5.4 and 5.8. <p>The following sections provide indicative details of the above links. The IA shall gather detailed requirements for the links and content to be displayed on the home page and details of each of the links during the SFS&RD phase.</p>
FR 5	The IA shall design the system in a manner wherein the above links are available to the user even when the user navigates to a different section of the Portal.
FR 6	The system shall display relevant information associated with the navigation to any of the above links in the ‘central panel’ of the portal layout mentioned in Section

	<p>Portal Layout5.1, wherever possible and minimize display of information in a different page or screen.</p>
FR 7	<p>By default, the Portal ‘central panel’ should display ‘dashboards’ for the different scheme categories on the Portal ‘Home’ page. The latest or most important scheme for the particular services or category should be displayed on the home page. The dashboard and the listed schemes in the dashboard should be hyperlinked.</p> <ul style="list-style-type: none"> • Clicking on the dashboard should lead the user to the scheme category with the listing of schemes. • Clicking on the scheme should lead the user directly to the respective scheme.
FR 8	<p>Portal banner: This space shall be reserved for announcements made by the DC-MSME such as inviting proposals for any activity of the DC-MSME, launch of a new scheme, etc. IA shall ensure that this space is configurable and audit trail (start time, end time, message approver details, etc.) is maintained for the messages displayed in this section.</p>
FR 9	Left blank

5.2.1 About Us

This page should provide information on the DC-MSME. It shall contain a short description of the DC-MSME, its objectives, organization structure, and the services offered. Additionally, this page shall provide information on issues the DC-MSME can be contacted for. The IA shall gather details of this section and its sub-sections from the DC-MSME during the SFS&RD phase.

FR 10	The page should contain the following sections: Introduction, Organization, Key Features, Services, Annual Reports
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FR 11	The “Introduction” should explain about DC-MSME and its aims and objectives.
FR 12	<p>The “Organization” section shall provide the organization structure of the DC-MSME.</p> <ul style="list-style-type: none"> • The organizational chart should display a hierarchical representation of DC-MSME, Development Institutes (Dis), district level nodes / branch nodes, etc. • The location of DC-MSME nodes should also be shown on an Indian map. Further, upon placing a cursor at any of the nodes, the node-specific details for each node should get displayed. • There should be tooltip for each location to display organization details on mouse over. Also, the system shall display the abbreviations used in the chart in the form of a table. • There should be additional links for Institutional Network, Training centres, and Autonomous bodies involved in the implementation of the Schemes of DC-MSME. • The DC-MSME organization structure should be configurable.
FR 13	Key Features: This section should contain Industry guides, Quick find, FAQs, Case stories and RSS feeds.
FR 14	<p>Key Services</p> <ul style="list-style-type: none"> • This section should display the list of services offered by the DC-MSME such as Funding Support, Training and Capacity Building, Technical Support Facilities, Marketing Events and Fairs, Advisory and Consultancy, Find Business Partners, File EM application. • For each of these services, users should be able to search the content based on structured parameters relevant for the services. For example, for Reports and Databases, user should be able to view and download information and reports on industry, sectors, technology, tenders and contracts, books, publications and training material on topics such as starting a company, etc. An indicative view of the organization of content under Reports & Resources is provided below. The IA shall, in consultation with the DC-MSME, list the set of parameters for organizing the content of each Service, during the SFS&RD Phase. • Users should be able to view the results of search in Listing format or tabular format or any other format that is appropriate for the section in an easy manner, and download any of the information of any of the records. <p>For details w.r.t. Key Services of DC-MSME please refer Section Error! Reference source not found.</p>
FR 15	Annual Report: In this section, user should be able to view or download annual reports of the DC-MSME and also district industrial profiles, in PDF format
FR 16	<p>Contact Points: All the DC-MSME offices should be listed here on a map of India displaying all the states and union territories.</p> <ul style="list-style-type: none"> • When user selects/clicks on any state, that state background colour should change to indicate the selection made.

	<ul style="list-style-type: none"> Based on the selection made in the map, a list of all DC-MSME offices with address should appear one below the other in a pop up window and as a table below. There should be an option to expand and collapse the list in the table. The representation of different offices in India map is indicated by different symbols such as <ul style="list-style-type: none"> Yellow dot – MSME-DI, BR. MSME-DI, MSME E.C. Red cube – MSME-TC / MSME-TS Green Rectangle – MSEPTI Red Star – Nucleus Cell The system should internally have a directory of DC-MSME officials at each node of the DC-MSME. Within a directory all employees of the DC-MSME should have the following personal information: surname, name, department, phone number and mail.
FR 17	Left blank.

5.2.1.1 Key Services

This section provides details of the key services that are currently provided by the DC-MSME. The IA shall ensure that this list is configurable by DC-MSME users with appropriate privileges and system administrators.

Services	Description
Funding support	The DC-MSME provides financial assistance to eligible applicants under several schemes and support programs in diverse areas. Applicants (MSME users, and MSM Associations users in a few cases) should be able to view the available schemes based on type of applicant, type of assistance, and specialized area for assistance.
Training and capacity building,	<ul style="list-style-type: none"> The DC-MSME provides various kinds of training and capacity building programs like Patents & IPRs, Certifications & Quality Standards, Design, Technology & Innovation, Marketing & Trade, General Management, Social, Environmental and Scheme related awareness. The tool rooms associated with the DC-MSME organize hands-on practical training on design and tooling. In addition, the DC-MSME also arranges for networking clubs & forums such as Entrepreneurship cell, Women cell etc., and international study tours for MSMEs. The system should display the following types of the Training programs offered by the DC-MSME through its DI's: Motivation Campaigns, Entrepreneurship Development Programmes, Entrepreneurship Skill Development Programme, and Management Development Programmes. By default, the system should display the list of training programs offered in the next 3 months ("training plan window - TPW"), in a table form and

	<p>also in the form of a calendar view. The TPW should be configurable.</p> <ul style="list-style-type: none"> The results of search operation on the training programs should also be viewable as set of events on a 'calendar' display
Technical support facilities	The DCMSME has a wide network of institutions such as Development Institution (DI), Tool room etc., which provide services such as capacity assistance, design, prototyping etc., to the MSMEs
Marketing events and fairs	Schemes to enhance competitiveness of the MSMEs and exports
Reports and database	<ul style="list-style-type: none"> The DC-MSME has a repository of reports, publications, newsletters and databases in diverse areas to assist MSMEs. In addition, the field institutions of the DC-MSME (e.g. MSME DIs, Tool Rooms etc.) also undertake preparation of project profiles, feasibility/viability studies, DPR, DSR and other documentation related studies as per requests received from MSMEs. The system should display the following 5 sections under "Reports and Resources" – Online repositories, online database, analysis report and documentation support, Funding support and Libraries.
Advisory and consulting,	The DCMSME and its field institutes provide advisory and consultancy services in diverse areas for new and existing MSME.
Finding business partner	DC-MSME provides the (MSME) user with the facility to search and view the contact details of his/her prospective business partners i.e. suppliers or buyers of products, goods and services. The MSME users should first register and update their profile in "My Profile" as provided in Section 5.3.1 prior to using this feature.
File EM application.	DC-MSME invites applications from new registered enterprises for the registration of their enterprise with respective state governments. The application shall be filed and processed in 2 stages, Entrepreneurship Memorandum-I followed by Entrepreneurship Memorandum-II. To start the EM Filing Process online, the user needs to specify his/her State and the stage at which the company is in.

Table 8: Key Services

5.2.2 Schemes & Support Programs

This section gives detailed information on the schemes, support programs and policies ("Schemes") that are offered by the DC-MSME and by different neighbored ministries and organizations such as NSIC (National Small Industries Corporation) and relevant to MSMEs in India .

FR 18	<p>The list of schemes should be classified as follows:</p> <ul style="list-style-type: none"> DC-MSME Schemes Special Schemes Incentives MSME Schemes of NSIC, SIDBI
FR 19	The following parameters shall be associated as 'meta data' for each Scheme and

	<p>shall be used for performing search on the Schemes. This list is indicative and IA shall gather detailed requirements on the meta data during the SFS&RD phase.</p> <ul style="list-style-type: none"> • Scheme category • Name of scheme • Objectives • Description • Constraints / Requirements • Nature of participation • Nature of assistance • Who can apply • How to apply • Specialized area of assistance
FR 20	<p>The above list of meta data parameters for ‘Scheme categories’ may vary from time to time. The IA should ensure the following:</p> <ul style="list-style-type: none"> • The Scheme categories should be kept configurable. • The IA should gather the data on the existing schemes in each category from the DC-MSME during the SFS&RD phase.
FR 21	<p>The Schemes are also classified by the nature of the scheme and by their proclivity for online adaptation.</p> <ul style="list-style-type: none"> • One-time Schemes: They are least complex among the Schemes and have a high online feasibility • Continuous Scheme : Here, the (MSME) users can apply at any time, and seek the benefits when the scheme-related activities are completed, for example, reimbursement of expenses. • Sequential schemes: Here, the schemes have a series of sequential sub-components.
FR 22	<p>The system should provide sub-links for the following on the left panel under Schemes and Support Programs</p> <ul style="list-style-type: none"> • Budgets & Allocation: In this section, Budgets & Allocation related information should be made available. • Status & Beneficiaries: In this section user should be able to view a list of beneficiaries under different schemes functioning under DCMDME Government of India, Ministry of MSME
FR 23	<p>The system should allow users to search on the available schemes in 3 ways: Browse all, View specific scheme and Quick finder</p>
FR 24	<p>In the Browse All –</p> <ul style="list-style-type: none"> • User should be able to see list of the entire schemes one below the other. • The system should provide a facility to expand or collapse additional details for every record. • There should be an option to expand all and collapse all. • Against each scheme, the system should provide the following links: Apply now, check eligibility, application procedure, download scheme guidelines • In this section, users should also be able to limit the browsing by scheme, by specialized area, type of service, implementing agency.

FR 25	<p>View specific scheme – In this section, user should be able to choose specific scheme to view the details.</p> <ul style="list-style-type: none"> • There should be a list box that lists all the scheme titles. • The search result set should be displayed one below the other • For each listed item, there should be an option to Apply, check eligibility, Application procedure and download schemes • There should be an option for page navigation
FR 26	Quick Finder: The requirements for Quick Finder are provided in Section 5.2.2.1 Quick finder
FR 27	The results of the search option should be displayed as a listing or in a tabular form.
FR 28	<ul style="list-style-type: none"> • The schemes matching the search criteria shall be displayed with the following information: Name of scheme, Description, Nature of assistance, Who can apply, How to apply, etc. • It may be desirable to also provide a link or an icon that when clicked, provides details of the workflow of the Scheme visually. The IA shall gather details on these requirements during the SFS&RD phase.
FR 29	<p>Each listed scheme should have the following ‘command’ options:</p> <ul style="list-style-type: none"> • Apply now: Clicking on it should lead to a new page for online application to the scheme. • Check eligibility: Click on this command option should provide a popup with details of the eligibility criteria for the scheme • Application procedure: Clicking on this command option should provide a popup with details of the application procedure for the scheme • Download Scheme guidelines: Clicking on this option should take the navigation to a new page which has the scheme guidelines displayed in a PDF file. Users should be download, print the file or search in the file.
FR 30	Both the options above should have configurable number of records displayed per page. Further user should be able to select the number of records displayed from a dropdown of values.
FR 31	Both the options above should provide for page navigation.
FR 32	Left blank.

5.2.2.1 Quick finder

This feature helps users to find the most relevant schemes that they are interested in based on a few search criteria. These search criteria are based on the parameters associated with each Scheme. A few relevant screenshots from the Prototype are also provided below for reference only and the IA shall provide detailed designs for the delivery during the Implementation.

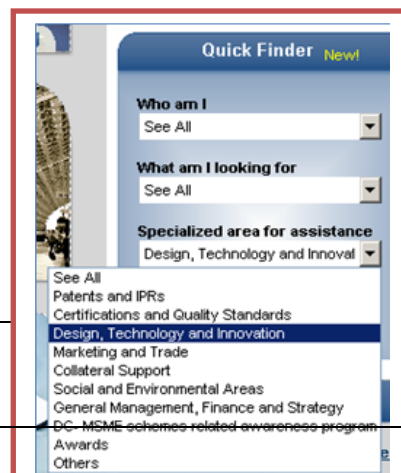
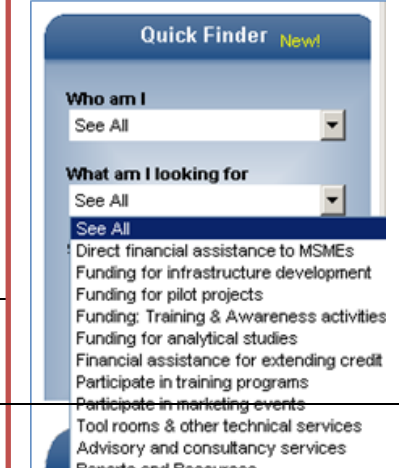


Figure 9: Screenshot from the Prototype for “Quick Finder”

FR 33	Users should be able to select the relevant details for the following criteria: Scope of the support program (who am I?), the required support (what am I looking for?), the specialized area of support required. In addition, there should be a link for ‘advanced’ (search criteria) that should display the criteria of ‘specialized area of assistance’, ‘level at which the Scheme is provided’, and ‘to whom applications for the programs are submitted’.
FR 34	The system should provide option for the user to select a value from a list of values for each of the above criterion. The list of values provided below for each of the above criteria, is indicative only. The IA should gather details on the list of values and also the ‘result’ set that should be provided for the combination of the criteria values during the SFS&RD phase.
FR 35	The system should list the following under Scope of the Support Programs: <ul style="list-style-type: none"> • Individual • MSME • Associations • Special Purpose Vehicle (SPV) • Large Enterprises • Others including government and expert agencies
FR 36	The system should list the following under the ‘required support’ criterion: <ul style="list-style-type: none"> • Direct financial assistance to MSMEs • Funding for infrastructure development • Funding for pilot projects • Funding: Training & awareness activities • Funding for analytical studies • Financial assistance for extending credit • Participate in training programs • Participate in marketing events • Tool rooms and other technical services • Advisory and consultancy services • Reports and resources
FR 37	The system should list the following under the ‘specialized area of assistance’ criterion: <ul style="list-style-type: none"> • Patents and IPRs • Certifications and quality standards • Design, technology and innovation

	<ul style="list-style-type: none"> • Marketing and trade • Collateral support • Social and environment areas • General management, finance and strategy • DC-MSME schemes related awareness programs • Awards • Others
FR 38	<p>Special category. The system should allow users to select one or more of the following:</p> <ul style="list-style-type: none"> • Support programs with special provision for women • Support programs with special provision for SC-ST • Support programs with special provision for North East
FR 39	<p>Level at which the support programs are provided: The system should allow users to select one or more of the following:</p> <ul style="list-style-type: none"> • Support programs with special provision for North East
FR 40	<p>To whom applications should be submitted to:</p> <ul style="list-style-type: none"> • Office of DC-MSME and its field institutions • Banks & Financial Institutions • Others (including state govt agencies, third-party nodal agencies, associations, expert agencies, NGOs, local bodies etc.)
FR 41	The results of the above search are a set of Schemes meeting the criteria values.
FR 42	The results of the Quick Finder should get displayed in the Listing format or in the Table format indicated in Section 5.5.
FR 43	For each record in the result set, there should be an option to Apply, Check eligibility, view Application procedure and Download scheme guidelines.
FR 44	Left blank

5.2.3 MSMEs in India

This section provides details of the MSMEs in India - their organization, Associations, clustering, etc.

FR 45	This section should have 3 sub-sections – Acts & Regulations, Cluster Scenario and Development Statistic and Assessment Reports.
FR 46	Acts & Regulations: This section should provide information about the acts and regulations on how MSMEs operate in India, government orders, bills passed by the Government on or regarding MSMEs, etc.
FR 47	<p>Cluster Scenario and Statistics: The system should provide the following information and where appropriate, provide hierarchy / tree-based or geography / map-based views</p> <ul style="list-style-type: none"> • Data and Statistics on MSMEs • MSME Associations in India • Cluster specific view of MSMEs • DC-MSME organization
FR 48	Data and Statistics: This section should provide data and statistics regarding the

	<p>following:</p> <ul style="list-style-type: none"> MSME sector: MSMEs in India including data published by other organizations. Entrepreneurs memorandum: Reports related to Census: Report on All India Census of MSME 2006-2007 Book Field verification on commodities Search should be provided to retrieve specific statistical data that user needs
FR 49	<p>The system shall display a 'hierarchy / tree-based' view and a geography / map-based view of MSME Associations. User should be able to click on any node in the tree / map to view the sub-tree. At each node:</p> <ul style="list-style-type: none"> User should be able to view the contact details of the respective node. User should be able to view the number of MSMEs at or below the respective node, and number of MSMEs by cluster. User with appropriate privileges should be able to edit the contact details of the respective MSME Association. User should be able to see a list of clusters and sub-clusters within each cluster <p>At each cluster / sub-cluster, user should be able to view the number of MSMEs belonging to the respective cluster / sub-cluster, geographical / map-based view of the cluster, and other statistical information about the cluster including, but not limited to, year (of data), industrial sector, region / area, number of companies, quantity of employees, Turnover. The IA should expand on these requirements during the SFS&RD phase.</p>
FR 50	<p>Assessment Reports: This section should have two sub sections – PM Task force report and Working Group report. Users should be able to download the reports.</p> <ol style="list-style-type: none"> PM Task force report – A detailed report on Prime Minister's Task Force on MSME Working Group report - A detailed report on working group of the DC-MSME

5.2.4 Public Procurement Policy

This section shall provide salient features of the Public Procurement Policy and also the key services provided by DC-MSME to achieve objectives as outlined in Public Procurement Policy of 2012.

FR 51	The section shall provide a link to view and download the detailed public procurement policy.
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5.2.5 National Board for MSMEs

This section should display a list of members of the National Board for MSMEs.

FR 52	The list of members should be displayed in a table form
FR 53	Each member's details like Name, address, Contact # etc., should be present
FR 54	User should be able to download the list
FR 55	Left blank.

5.2.6 National Awards for MSMEs

This section should provide details on the awards for MSMEs, announced by the DC-MSME under various categories.

FR 56	The system should enable users within DC-MSME with appropriate privileges to enter details of the awards for MSMEs and also their categories from time to time. The details for the awards should include, but not be limited to, the category of the awards, description of the award and benefits, eligibility criteria, timeframe for selection.
FR 57	The system should provide information on the awards instituted by the DC-MSME and other government departments. The MSME users should be able to view the details of the awards mentioned above.
FR 58	MSMEs should be able to fill the online application for enrolling themselves for the awards based on different categories and criteria.
FR 59	The submitted application should be viewed by the committee within the DC-MSMEs who select the MSMEs for national award in different categories.
FR 60	List of award winners should be posted in the portal in different categories.
FR 61	Left blank

5.2.7 Credit Monitoring Cell for MSMEs

This section provides details of the Credit Monitoring Cell of MSME and should provide a facility to MSMEs to submit an application to the DC-MSME with the issues or problems they are facing with respect to obtaining credit from banks and financial institutions.

FR 62	MSMEs should be able to fill an online application to give details of their unresolved problems with the bank to credit monitoring cell that had been setup at Delhi creditmon@dcmsme.gov.in . The MSMEs should also be able to mail the unresolved problems.
FR 63	Users within the DC-MSME with appropriate authorizations shall be able to view all such applications, take action and update their status.
FR 64	System should be able to provide the updated status for every application.
FR 65	Left blank.

5.2.8 News and Media

This section shall contain news on topics related to the MSMEs.

FR 66	A 'news item' can consist of picture, video or description or combination of one or more of them.
FR 67	News should be displayed in a 'latest first' paradigm.
FR 68	Users may subscribe to a RSS feed containing headlines of that section.
FR 69	Older news and picture should be archived and should be retrievable by search with filters provided in that section.
FR 70	The system should provide user roles and privileges to populate the news. The users in the news team should be able to publish, archive, mark for deletion, edit, and

	otherwise modify the news items.
FR 71	The news items should be grouped under ‘news categories’. The news categories should be configurable labels.
FR 72	The system shall maintain a record of publishing of all news items.
FR 73	Left blank.

5.2.9 Grievances cell

This section provides details of the Grievances Cell of the DC-MSME, a facility for MSMEs and other users to express their grievances and a facility for the DC-MSME users to track and manage the list of grievances.

FR 74	The system shall provide a form or template for a person or organisation to submit their grievance.
FR 75	Grievance may be concerning any of the nodes of the DC-MSME organization.
FR 76	The system shall generate a unique identification number upon the submission of a grievance. The number should be used to track the status of the grievance.
FR 77	When a grievance is generated, an email alert should be sent to the Administrative officer of the relevant node of the DC-MSME and also to the user / organization at the email address provided in the form.
FR 78	<ul style="list-style-type: none"> This section may need to be integrated with the Portals of other Government Departments (such as Public Grievances Portal at http://pgportal.gov.in of the Department of Administrative Reforms and Public Grievances) that monitor grievances. through the API published by the respective Portals. IA shall gather detailed requirements on such integration during the SFS&RD phase. The status of the grievance at the Public Grievances Portal shall be updated according to its workflows and after taking the necessary action on the grievance. The system should be able to ‘read’ the status of the grievance from the Public Grievances Portal, and update the status locally.
FR 79	The IA shall gather details on the option to ‘manually’ update the status of a grievance during SFS&RD phase. However, access to this manual updation must be strictly controlled and strict audit trail should be maintained on the status changes of a grievance.
FR 80	Users should be able to track the status using the unique identification number.
FR 81	An email alert should also be sent to the Administrative Officer of the concerned node of the DC-MSME whenever the status of the grievance changes.
FR 82	Left blank

5.2.10 Advertisements, Jobs and Tenders

FR 83	Advertisement related to the MSMEs such as events, promotions can be posted. MSMEs may also post their own advertisements.
FR 84	Each advertisement should have a time period. The duration of advertisement to show in portal.

FR 85	Jobs related to the various MSEs can also be posted here.
FR 86	Applications form for various jobs will be provided in PDF form, and the job seekers should be able to download the application form.
FR 87	Job posted shall have last date when the filled-in forms should reach the concerned authority ("Job-Last-Date"). After the Job-Last-Date, the job port post should be hidden from the portal view automatically.
FR 88	The system should show two types of tenders: Government to Business (G2B) and Business to Business (B2B).
FR 89	All tender posted on the site shall have start date and end date to apply for tenders.
FR 90	Application for tenders should be available in PDF format.
FR 91	Once the End date is past the tender shall be automatically removed from the portal, but be stored in a 'past tenders' or archives.
FR 92	A user can get to view the previous closed tenders through search.
FR 93	Users should be able to view details of the winners of the tenders and the winning bid price for all closed tenders.
FR 94	Left blank.

5.2.11 Important / Useful Links

This section provides a set of links that are interesting to MSMEs and may contain information useful to MSMEs.

FR 95	<p>This section shows a list of interesting links to web sites such as following:</p> <ul style="list-style-type: none"> • Central Government / Institutions / PSUs • State Government / Institutions / PSUs • Industry Associations • International Organizations. • MSME Ministry, Associations, MSME ID's, partners, Government of India website related to MSME's.
FR 96	<p>Bookmarks</p> <ul style="list-style-type: none"> • The system shall allow users to bookmark the sections of the Portal that are of interest to them. • System should provide an icon / any other user interface to bookmark any section of the Portal that the user is currently viewing. • Users should be able to click on the link and bookmark a particular section of the Portal. • All such bookmarks shall also appear under 'Useful Links'. System shall have a 'bookmarking icon'. • Users should also be able to delete the bookmarks under useful links.

5.2.12 Tenders and Subcontracting Notifications

FR 97	<ul style="list-style-type: none"> • The system shall allow all users to view tenders and subcontract notifications posted by registered enterprises/users of the portal • The notifications may be categorized as: Open, Archived
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	<ul style="list-style-type: none"> • The system shall also allow all users to search the tenders and subcontracting notifications using customized filters and parameters • System should provide a link for users to login and post a new notification • The users may also subscribe to an RSS feed comprising latest tenders and subcontracting notifications
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5.3 User Login Section

5.3.1 User Account Registration and Management

This section provides details of the types of users of the system and the requirements governing their registration, privileges

FR 98	The following are the possible different accounts in the system: DC-MSME users (with various configurable roles and access among them), individuals, MSMEs, MSME Associations, special purpose vehicles, IA users (system administrators and other required roles), users from other Government departments and PSUs. This list could potentially get modified.
FR 99	<p>The system shall provide the user the ability to register an account. The user should be asked to fill in a form that contains the following information at a minimum:</p> <ul style="list-style-type: none"> • User-specific details such as Name of the user (first name, middle name, last name), Gender, State (from a list of values), District (from a list of values), Address (multiple lines), Phone, mobile number and email address and website URL (with in built validations for each of them) • Organization-details such as Name of the enterprise, Contact information (mail address and phone number), Position of the user, Industrial sector of the enterprise, Size of the organization (M/S/M), whether belonging to special category (yes, no). If yes, what type (e.g., women-owned), Type of business: manufacturing, services or trading, Industry Sector(s) with a provision to select multiple sectors. • The registration should have a provision for the following: <ul style="list-style-type: none"> ○ Agreement to Terms & Conditions. The registration should not proceed further if the user does not agree to the terms and conditions ○ Provision to enter a mnemonic for security ○ Provision to prevent spam in creation of these registrations <p>Illustration of the Registration fields is provided below in the form of screenshots from the Prototype.</p> <p>The Portal should be available in other languages in future (Section 10).</p>
FR 100	The system should provide secure, role-based access with Authentication authorization.
FR 101	<ul style="list-style-type: none"> • The system shall track user access across the lifecycle of a user, from creation, suspension to deletion of user. • System shall allow each user to assume a unique identity across application, which enables access controls to be assigned and monitored. • System should be able to monitor and verify potential un-authorised access and should allow for keeping tabs of excessive privileges granted to any user.

FR 102	Individuals or MSMEs that are in the course of formation should be able enter basic information about themselves and their business, and shall have limited access to the functions and / or support schemes. IA shall define such access during the SFS&RD phase in consultation with the DC-MSME.
FR 103	Portal shall be designed to be role based. It should have the feature to categorize users and define their role. System should allow for assigning privileges based on business rules to different sets of users. A user should be able to access only those feature and view for which the privilege has been assigned to him by the administrator.
FR 104	The system shall automatically generate an email in order to confirm the entered data. The email shall contain a special link that the user needs to visit in order to confirm the email address. The mail is filled with an automatically generated username and a code.
FR 105	System should send another mail containing an initial and randomly created password. The system shall ensure both mails are not contained in the same batch and are sent with an offset of at least two days. That will ensure that both mails will not reach the recipient simultaneously in order to prevent misuse in case of theft.
FR 106	Within a period of 10 days after shipping the mails the user needs to confirm the account. Therefore the system shall provide the user the ability to login using the assigned username and password. When the system can successfully confirm username and password the user should be requested to type in the code. In case the code is correct the account will be permanently created. If not the user needs to contact the ministry via contact form in order to get a new mail with a code.
FR 107	Once successfully created the system shall provide the user, the ability to manage the account. That means the user can perform the following actions: <ul style="list-style-type: none"> • edit enterprise data and contact data • edit password • delete account
FR 108	Left blank.

Create New Account

Text

Account Owner Details

Text

Type of Account*

What's This?

Individuals / MSME (Regd.) / MSME (unregd.) / SPV / Implementing Agency / Associations

Name of Account Owner*

What's This?

First Name

Middle Name

Last Name

Gender*

What's This?

Correspondence Address*

What's This?

Address Line 1*

Address Line 2*

Village/Town/City*

State*

District

Pin Code*

Fixed Line

Mobile*

Email ID

Organization Details

(This depends on Type of Account)

DESC. TEXT (In case of SPV's, This text will include "Please provide the following details of Lead Applicant organization")

Name of Organization*

Figure 10: Screenshot from the Prototype for “Registration”

5.3.2 My Home

The system should allow users to create, edit and view user profiles containing personal, organizational and contact information, and account owner and account settings related information at a minimum, and shall address the following requirements. A screenshot from the relevant section of the Prototype is also provided below for reference.



Figure 11: Screenshot from the Prototype for “My Home” page.

FR 109	Registered users should be able to login and view – My profile, My Applications, My Events & Programs, My Business Partners, My tender & contacts, My Resource centre, My tech support facilities, Technology profile, Enterprise speak
FR 110	My Applications: User should be able to apply, manage & track their applications for availing DC-MSME support programs & schemes. Details are provided in Section 5.3.3.
FR 111	<p>My Events & Training Programs: There should be 4 sections :</p> <ul style="list-style-type: none"> • View & apply for upcoming programs: There should be a search option by which user should be able to search for upcoming training program organized by DC-MSME with search parameters – Specialized area of training, location of training, Training period, Duration of period, Training Institute and Training methodology. • Track status of your application: Users should be able to track the status of submitted applications and view next steps by entering the URN. • View the program you attended in past: <ul style="list-style-type: none"> a. The user should be able to view all the programs he/she attended in the past (either as a user or as part of his organization). b. Users with appropriate privileges should be able to view all the programs attended by his / her organization in the past. c. There should be a search option with filters on date range, program category, and other details. d. The results should be displayed in the Listing format or in the Table format indicated in Section 5.5. • View archive of all programs <ul style="list-style-type: none"> a. The user should be able to view the previously conducted programs. b. There should be a search option with filters on date range, program category, and other details. c. The results should be displayed in the Listing format or in the Table format indicated in Section 5.5.
FR 112	<p>My Tenders & Contracts: There are 2 sections under this. They are – My Tender Database and My Sub contractor Database. For users with appropriate privileges, the system should provide a third sub-section, Post New Tenders</p> <ul style="list-style-type: none"> • My Tender Database – In this section, user should be able to search for open tenders on parameters such as HIS code, industry, State and Authority, other key words. • My Sub-contractor Database - In this section, user should be able to search for open sub-contractors on parameters such as HIS code, by industry,

	<p>State and Authority and other key words.</p> <ul style="list-style-type: none"> • Post new tenders – <ul style="list-style-type: none"> a. There should be another section called “Post new tenders”. b. There should be a detailed form to enter and post the tender. c. Some fields should be made mandatory which are necessary for tenders d. User should be able to upload documents.
FR 113	<p>My Resource Database</p> <ul style="list-style-type: none"> • The Portal shall provide a repository of reports and publications to assist users organized in a user-friendly manner in consultation with office of DC-MSME • There should be a search option with parameters (indicative list only) – Keywords, Name of author, Type of Resources, Type of Report, Industrial profiles, Books & Training materials, Annual report. • The portal shall provide the facility to shortlist and bookmark the desired reports & resources • The portal shall provide the facility to purchase and make payment for paid reports and resources
FR 114	<p>My Technical Support Facilities</p> <ul style="list-style-type: none"> • The user should be able to search for available services. • The search parameters are Type of Services and Type of Institute
FR 115	<p>My Business Network: In this section, users shall be able to search and view the contact details of his/her prospective business partners i.e. suppliers or buyers of products, goods and services.</p> <ul style="list-style-type: none"> • System should only allow those users to access this feature who have updated their public profile. This is mandatory. • User should be able to search for enterprises based on the following criteria specific to this section: Location, Special category of enterprise, Technical capacity grade and Credit rating. • For each result of the search output, users should be able to view the profile or add the profile to the user’s Business network.
FR 116	<p>Technology Profile</p> <ul style="list-style-type: none"> • The system should provide a database that brings together profiles of entities offering or requesting cutting edge technologies including both research and commercial applications. • Short listed Profile – This section displays the list of shortlisted profiles. • Post New Profile – In this section, user should be able to offer technology or request technology. • There should be a search option with filter parameters – Type of Profile, Posted dates, Technology Sector, Keywords.
FR 117	<p>Enterprise Speak</p> <p>In this section user should be able to enter posts and enter opinions. There should be 3 sections – Post your opinion, Opinion poll, Forums, Customer satisfaction surveys, and Give your feedback.</p>

	<ul style="list-style-type: none"> • Post your opinion – <ul style="list-style-type: none"> a. In this section, user should be able to enter new post. b. Once user posts, it should appear in the table. c. The results in the table should be displayed according to the Listing format or in the Table format indicated in Section 5.5. d. In the Post table, for each record there should an option to view post in detail. e. There should also be an option to reply to the post. f. The table should display Topic, Created Date, Last thread date, # threads • Opinion poll – <ul style="list-style-type: none"> a. In this section user should be able to see a list of posts. b. User should be able to express his opinion by choosing Yes or No or can't say. c. User should be able to view the results of the poll as a graph, table, etc. • Forums: <ul style="list-style-type: none"> a. The system shall offer the users the ability to discuss topics within a forum. • Customer satisfaction surveys <ul style="list-style-type: none"> a. Users should be able to participate in customer satisfaction surveys of the DC-MSME, and answer the questions of the survey. b. The IA shall gather information regarding the details of users (including users from IA) that the system should automatically send the results of the surveys to. • Give your feedback – <ul style="list-style-type: none"> a. In this section, user should be able to give his feedback. b. There should be a text area to enter feedback. c. A feedback email should be sent to user and admin
FR 118	The system should allow users who are interested in procurement from MSMEs and who have the required and appropriate authorization, to search for MSMEs based on pre-defined selection criteria.
FR 119	The system should allow users to export, print or store the list of MSMEs meeting the search criteria.
FR 120	The system should allow users to contact the MSME (s) directly through the National Portal through an online chat, email, video conferencing, etc.
FR 121	Left blank.

5.3.3 Applications to Schemes

The users (MSMEs, Associations, and Individuals) may apply to DC-MSME for the offered Schemes on the Portal. The following requirements on applications to Schemes are indicative and the IA shall gather detailed requirements on the same during the SFS&RD phase.

Sl. No	Description
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Sl. No	Description
FR 122	<p>The system should provide the users from MSMEs, associations or individuals or others who are authorized to submit applications to the DC-MSME Schemes (“Applicants”) the following facilities for submitting applications. This list is indicative and the IA shall, in consultation with DC-MSME define detailed requirements for applications during the SFS&RD phase.</p> <ul style="list-style-type: none"> • New applications: <ul style="list-style-type: none"> a. Authorized users should be able to submit new applications online after logging into the system; b. DC-MSME users should be able to enter details of applications received online and submit applications on behalf of the Applicants. c. System should generate a unique reference number (URN) for every new application. • Draft applications: <ul style="list-style-type: none"> a. Users should be able to draft application, view and edit; User should be able to submit application after he/she completes drafting the application. • Track applications: <ul style="list-style-type: none"> a. User should be able to track application status by entering the URN # for the application. b. User should be able to view status history and view details c. Users should be able to view uploaded responses by Administrative Officers, at any point in time on the Portal. • Upload documents Submit follow-up proofs – <ul style="list-style-type: none"> a. The system shall provide the user the ability to upload documents created with commonly used office automation products such as PDF, “.doc”, etc. b. User should be given a facility to upload the follow up proofs against applications.
FR 123	The system should capture all information required to complete applications to various schemes launched on the National Portal. The system shall prompt the user to enter all necessary information.
FR 124	The system should support input, storage, retrieval, transfer and output of data and information in both English and Hindi language with the scalability to include other ‘schedule languages’ in future.
FR 125	The system shall ensure the process of filing and tracking online applications is user friendly and convenient.
FR 126	The system shall ensure that there is Uniformity of application views across the Portal (and thus ensure all applications capture and present information in a uniform way).
FR 127	The system should classify type of application with appropriate indexing and ease of retrieval.

Sl. No	Description
FR 128	<p>Filing Entrepreneurship Memorandum(EM)</p> <ol style="list-style-type: none"> 1. EM shall be filed in two stages: EM – I and EM – II. 2. The system should help users to file EM – I and EM – II online. 3. The system shall interface with the State Governments for the processing of these applications as indicated in Section 6.4. <p>IA shall gather detailed requirements for interfacing with the portals of the State Governments during the SFS&RD phase.</p>
FR 129	<ul style="list-style-type: none"> • The system shall log all applications received and generate a Unique Reference number (URN) for each Application. The system should, based on configuration settings, send the URN via SMS / Email to the applicant as per the applicant's choice of communication. Further details should be developed during the SFS&RD phase. • All actions on a particular application should be linked and traceable through the Unique Reference Number (URN). The actions may include recording of application, routing, responding to an application, payment of fees, rejections, modifications, and closure of an application. • The system should maintain the file number, order number and any other communications pertaining to a particular application with name of issuing office, date and time thus acting as a Document Management System allowing tracking of file movement and its status. • The system should provide interface for the DC-MSME Administrative Officer to enter such details as and when such official communications are issued by their office. • The system should not allow editing of submitted applications by any user of the system. IA shall gather detailed requirements during the SFS&RD phase including the scenarios, if any, for resubmission of applications. • The system should allow quick retrieval of applications based on URN, and allow logged in users with appropriate privileges to view and print the same.
FR 130	<ul style="list-style-type: none"> • The system should select the relevant Administrative Node for the user based on the user location. However, the system should allow the Portal user to change the Administrative Node / Authority to whom the Application is to be routed. • The system should have built in directory of all DC-MSME nodes and Administrative Contacts. • The system should automatically pick up address and contact details of the Administrative Node from the directory. • The entered data in the applications shall be forwarded to the responsible DC user in the Administrative Node selected above and enable the processing of the application in a defined workflow.
FR 131	<ul style="list-style-type: none"> • Status of application should be built into the system based on corresponding process milestones. A few indicative status values are indicated below. IA

Sl. No	Description
	<p>should verify and document the list of all status values and their transitions / workflow during the SFS&RD Phase</p> <ol style="list-style-type: none"> Application Created Acknowledged Rejected Under Process Closed
FR 132	<ul style="list-style-type: none"> The system should be able to record all transactions made with regard to applications.
FR 133	<p>The system should allow archiving of filed applications records. Audit trail of archival with time and date stamp, will be automatically maintained by the system. The system shall allow search on all archived applications and retrieval of archived applications.</p>
FR 134	<p>Payments for Application:</p> <ul style="list-style-type: none"> The system should allow users with appropriate authorization to make online payments for their applications. Details of payment gateway interface are provided in Section 4.2.5 The system shall provide the Nodal Administrative Officers with appropriate authorizations to enter payment details received offline, into the system against the scheme for which the applications and / or payments are made. The system should record the payment mode and other details of all payments and remittances made to respective Administrative Offices. The system shall store unique transaction id for all payments and map it to corresponding application id and Payee details. The system should maintain audit trail of all payments and its updation in the system. The system should not allow entry of duplicate payment. In other words, same DD, banker cheque or PO must not figure in more than one transaction across both online and 'offline' payments. The IA to develop necessary functionality in the system to reconcile the collections with the remittances. The system should generate alerts on exceptions, errors and mismatches.
FR 135	<p>Bidder to suggest mechanism for database storing / archival of applications as part of their solution. Each application response shall be allowed to occupy no more than 1 MB of storage space (totalling to a maximum of 3 MB space per application). This shall include the actual request / response document and corresponding scanned documents. Appropriate mechanisms should be built to enforce this storage limitation.</p>
FR 136	<ul style="list-style-type: none"> IA shall also develop an online library containing information on previous applications filed and responses to the same. This would be available on the Portal and accessible to the users. This online library content would be built over a period of time and this shall obviate the need to file repeat applications if the information is already given

Sl. No	Description
	in the library.
FR 137	Left blank.

5.4 Organizational Functions for DC-MSME Users

This section provides requirements related to enabling the DC-MSME users (i.e. Office of DC-MSME and its field institutions) to perform their tasks in an easy and effective manner. The system shall support the following features at a minimum. The IA shall, in consultation with the DC-MSME, define the appropriate user interface and place holder for the display of such information during the SFS&RD phase.

5.4.1 Admin Corner

FR 138	<ul style="list-style-type: none"> The system shall provide an appropriate UI (dashboards, tables, reports, prompts, charts, tickers, pivot tables and graphics, etc.) for all the applications / works to be reviewed , tracked or approved (“work items”) by the logged in DC-MSME user. DC-MSME users should be able to view applications, process them and / or redirect the work items to other DC-MSME users or nodes with or without comments. System should provide a provision to send an automatic alert to the concerned DC-MSME user through an email or SMS when a new work item is assigned to him/her. DC-MSME users should be able to raise queries, post and view response, Share & view best practices & Experiences, Post & view case studies in the Knowledge Sharing Platform section. DC-MSME users should be able to seek, view and reply to feedbacks from and enquires of enterprises and other users of the Portal. DC-MSME users should be able to add and update Schemes & Support Programs, Technology profile, Matchmaking database, Tenders & Contracts and Reports & Resources. DC-MSME users should be able to filter the UI based on parameters such as scheme category, scheme, date range, etc. System shall for delegation of role from a higher authority to specified subordinates subject to necessary approval from the DC-MSME. It will have built in workflows to allow such delegation. System should maintain audit trail of all such delegations and approvals. System shall also have provision to migrate historical data and update offline date. Additional requirements in this regard are provided in Sections 7.4 and 7.5.
FR 139	The Portal shall have a few users from the DC-MSME office designated as local

	<p>administrators (DC-MSME Admin Users) who can update content in the system and perform a few administration functions.</p> <ul style="list-style-type: none"> • System Administrator shall configure a few DC-MSME users as DC-MSME Admin Users based on mandate from the DC-MSME. • There should be a link for Portal Administration which shall be accessible only by the DC-MSME Admin users who are configured by the System Administrator. • The DC-MSME Admin Users should be able to perform all the tasks that other DC-MSME users perform. They should be able to perform a few additional tasks indicated below. The IA shall gather detailed requirements on the additional privileges of the DC-MSME Admin Users during the SFS&RD phase. <ul style="list-style-type: none"> a. Add, edit, delete user accounts, profiles, privileges, passwords and other account settings of other DC-MSME users. b. Configure DC-MSME user roles that can approve, modify, and otherwise work on the applications sent by users. c. Enable / disable workflows for processes / process segments as desired. d. Configure a new Scheme into the system or modify an existing Scheme. e. Update information related to events f. Updation of reference book. g. Publish and maintain static data such as FAQ and relevant information and compliances of various public authorities.
FR 140	<p>Calendar:</p> <ul style="list-style-type: none"> • DC-MSME users should be able to have a calendar view of all the training, marketing and other events relevant to MSMEs through a calendar. • Users should be able to filter the output based on scheme category and other parameters. • The system shall provide icons for the DC-MSME users with appropriate privileges to add, edit or delete an event. • Within a calendar the system shall provide the ability to users to see events
FR 141	<p>Instructions & Directions:</p> <ul style="list-style-type: none"> • The system shall provide icons to the DC-MSME users to access a reference book, containing explanations to terms used in the Portal and Instructions and Directions given to the DC-MSME users. • DC-MSME users with appropriate privileges should be able to update the instructions and the reference book.
FR 142	<ul style="list-style-type: none"> • Portal should have the functionality to allow Nodal Administrative Officer to forward parts of a single application assigned to him, to multiple Administrative Officers with or without comments from the forwarding Officer recorded as annotation to the applications. • System should maintain audit trails of such 'forwarding' of applications.

FR 143	The IA undertakes to ensure that regular back-ups of Project data are taken and maintained safely as per the requirements detailed in this RFP.
FR 144	Newsletter: The system shall offer the DC-MSME users the ability to send a newsletter via email to a certain group of users.
FR 145	Surveys: The system shall offer the DC-MSME users the ability to set up surveys and assess the response to surveys.
FR 146	Left blank.

5.4.2 Workflows for Processing of Applications

As the system provides users the ability to fill in applications for various Schemes, it is necessary that a system has defined workflows and allow permitted user (DC-MSME user or SysAdmin) to process these applications. The workflows have a high impact on the scalability, performance and maintainability of the web portal, in addition to impacting the development time. The system should address the following requirements at a minimum. The IA shall gather detailed requirements during the SFS&RD phase.

FR 147	<ul style="list-style-type: none"> Each Scheme has its own workflow comprising its process steps or stages, inputs and outputs from each stage, performers at each stage, and business rules. Hence, it is suggested to develop a configurable workflow engine to create workflows with standardized features, to be able to capture Schemes, modify them and provide for additional Schemes in later phases of development.
FR 148	The system shall provide a permitted user, the ability to define a set of steps or stages of the workflow, the list of users or roles that are involved in the workflow, define the set of users or roles who can take actions on the workflow ("performers"), define what each performer is allowed to do at each stage of the workflow, etc. The system shall store information on the state of an application item (for instance "accepted" or "rejected") at each step of the workflow.
FR 149	<ul style="list-style-type: none"> System Administrator should be able to define / configure / enable / disable workflows for processes as desired during the Agreement Period.
FR 150	<ul style="list-style-type: none"> Portal should be able to initiate appropriate workflows based on applicable business rules. The workflow engine shall allow definition and maintenance of business rules and workflows.
FR 151	<ul style="list-style-type: none"> System should allow applications to be filed for the various schemes provided on the Portal. System should have built-in validations to perform the preliminary checks. System shall, by default, route the applications to the concerned Nodal Administrative Officer based on the Directory stored internally in the system.
FR 152	<ul style="list-style-type: none"> System should enable tracking of applications, generation of PDF files, uploading of scanned documents, storage, indexing, management and retrieval of uploaded documents anytime and anywhere under adequate authorization
FR 153	<ul style="list-style-type: none"> The system shall provide Performer, a 'queue' of his/her actions to be performed.

	<ul style="list-style-type: none"> The system shall inform the Performers, by way of email or SMS or both, the arrival of new applications and other actions in their 'queue'.
FR 154	<ul style="list-style-type: none"> The system shall provide the user the ability to process the application. While an application is being edited / processed by a permitted user the system shall provide other permitted users the ability to view that application but they are not allowed to edit them.
FR 155	System should be able to define process hierarchies and there should be no limitation on the number of levels in the hierarchy.
FR 156	Portal should maintain log of the date / time of delivery, view and download of each Application by the concerned DC-MSME user.
FR 157	All workflow navigations of an application should be captured in an audit trail.
FR 158	Portal should allow only authorized DC-MSME users to respond to a particular application and store the responses. System should maintain audit trail of all such responses with date, time and user stamp.
FR 159	Portal should mail the response to applicant's e-mail id if it has been so preferred.
FR 160	There should be a facility to revert to the previous stage of the workflow.
FR 161	<p>Portal should have the following features supporting the creation of response to application.</p> <ul style="list-style-type: none"> Attachment of files Creation of document Scanning and uploading of documents Mapping of information/documents/files furnished as response with appropriate office file number, letter number or document number
FR 162	Portal should not allow editing of response once an application or is formally closed in the system.
FR 163	In addition to authorized DC-MSME users, the SysAdmin should have the facility to move the items in the workflow to their next stage, if the Performer is no longer available to perform his / her designated role.
FR 164	Left blank.

5.5 Search

The 'Search' feature shall provide a facility to search the Portal for the sections, documents or other artifacts containing the search string.

FR 165	<ul style="list-style-type: none"> The system should have the ability to provide secure enterprise level search (across active database, archived database, repository of scanned documents etc.) The system shall offer the users the ability to perform a full text, partial text and advanced search on the entire content of the Portal. The list of results matching the search criteria shall be created with respect to the access rights granted to the specific user and the content items.
FR 166	The scope of search can be the Portal or the web based on radio button selection of

	the user.
FR 167	System should provide facility to search the MSMEs based on the values of the Economic Parameters of the MSMEs as indicated in Annexure 0.
FR 168	Search should have a link “Advanced”. It should provide additional details to drill down to find specific content. Additional details could be date range of policy / scheme for the launch date, category of the scheme, and other parameters. The IA should gather details of all the parameters during the SFS&RD phase.
FR 169	<p>The results should be displayed in the “listing” format or in the “Table Format” as indicated below. These are indicative only and IA shall develop the best –fit designs for such display during the solution delivery.</p> <ul style="list-style-type: none"> • Listing format: <ul style="list-style-type: none"> a. Results shall be in the form of records with summary details arranged one below the other. b. Each record should have command buttons relevant to the search output. c. Users should be able to take action on each record by clicking on the command buttons. d. The list should have pagination with first, previous, next and last page icons and also a facility to directly enter the page number. <p>A sample view of display of records in listing format from the Prototype is provided below.</p> • Table format <ul style="list-style-type: none"> a. Results shall be in the form of records arranged as rows in a table. b. The table should be sortable on any of the column headers in ascending or descending order. c. The table should have pagination with first, previous, next and last page icons and also a facility to directly enter the page number. d. Users with authorization should be able to export the results.
FR 170	There should be a facility to apply, check eligibility, application procedure and download scheme guidelines
FR 171	Left blank.

5.6 System Administration

The requirements for the day-to-day administration of the system are covered in Section 7.1 . This section provides the requirements that the system should support that help address the day-to-day system administration.

The DC-MSME shall appoint a Change Control Board (CCB) to review the change requests received from the IA along with their impact analysis, recommended approach, estimated effort and ‘total cost’. The CCB shall be the final authority for approving or rejecting the change requests. The IA shall schedule only those change requests into the next releases that are approved by the CCB.

FR 172	The IA shall design an appropriate System Administration policy with precise definition of duties and adequate segregation of responsibilities and obtain the approval for the same from the DC-MSME.
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FR 173	<ol style="list-style-type: none"> 1. System Administrator shall configure a few DC-MSME users as DC-MSME Admin Users as mentioned in Section 5.4 . 2. There may be more than one DC-MSME Admin based on the level in the DC-MSME organization hierarchy at which they are authorized to perform the administration activities (“node-level authorization”). 3. System Administrator should be able to perform all actions assigned to the DC-MSME Admin Users but the vice-versa is not true.
FR 174	The administration of the system shall happen through the following 8 modes: Provisioning of users, Content Administration, Applications, Performance Report, Event Calendar, Database, Online Repository, Knowledge Sharing Platform and Enterprise Feedback. Details of these activities are provided in Section 5.4 and details of Content Administration are provided in Section 7.1.
FR 175	<p>Configuration:</p> <p>The DC-MSME shall provide the values for all “Configuration Data” during the SFS&RD phase and subsequently, whenever there is a change in the configuration Data. The IA shall ensure that any changes to the configuration data adhere to the requirements mentioned here.</p> <ol style="list-style-type: none"> 1. Only the system administrator(s) shall be able to configure the labels in the system but not the site administrators. 2. The system administrator shall make all the required changes to the configuration data based on change requests that are approved by the Change Control Board.
FR 176	The IA undertakes to ensure that regular back-ups of Project data are taken and maintained safely as per the requirements detailed in this RFP.
FR 177	Left blank.

5.7 Reports

A strong reporting capability is envisaged for the DC-MSME National Portal to facilitate efficient administration of the Portal and for continuous improvement of both the Portal and back-end processes. The DC-MSME shall appoint a Project Management Unit comprising staff who can receive and analyze the reports from the system and those sent by the from time to time as mentioned in this section.

The system shall address the following indicative reporting requirements. The reports are clustered into indicative report categories. The IA shall gather detailed requirements for the reports including but not limited to, the list of reports required, their categorization, filters, display formats, role-based access and storage, during the SFS&RD phase.

FR 178	The system shall provide extensive and dynamic reporting capabilities including a A reporting tool with Graphic User Interface (report-builder) that allows quick and easy report creation as well as customization of existing reports through the provision of features such as report filters and flexible report output.
FR 179	Report Publishing: Users should be able to store a report as an excel ‘dump’ of the

	contents, as a PDF file, and also should be able to print it directly. Besides, users should also be able to archive a report as an 'html' page with appropriate tags and title for future retrieval.
FR 180	Role-specific consolidated report: A report of all the key indicators for a specific role. The IA should gather the role-specific reporting requirement as part of the SFS&RD phase. Users with the right privileges should be able to generate this report.
FR 181	<p>Schemes-related Reports:</p> <ul style="list-style-type: none"> • Number of applications received by scheme / geography / Cluster (of MSMEs)/ date-range • Number of clicks for each scheme • Comprehensive report on each application received through the MSME portal
FR 182	<p>Statistical Reports</p> <ul style="list-style-type: none"> • Graphical reports for providing a trend analysis of applications and transactions • Portal-Administration-related • List of registered MSME users • List of government departments and their parent nodes providing services through the Portal • List of MSMEs and their locations belonging to a specific cluster • List of subscribers to a specific scheme • Details of a particular MSME / MSME Association, DC-MSME node, • Historical and analytical reporting and dashboards which is end-user specific and periodic (daily, weekly, monthly, quarterly, and yearly).
FR 183	<p>Process-related Reports</p> <ul style="list-style-type: none"> • Date Wise transactions • Transactions across a date range / since inception / by selected DC-MSME node / by Schemes / by workflow status (pending, completed, etc.), etc. • Transactions for a day, week, month and year, etc. • Summary reports by DC-MSME node / by Scheme / by date range / etc. • Audit trail of transactions and updations performed on the Portal. • Quality / Benchmarking report on user requests processed in a given time frame versus best practice / metric. • Average time taken to open an application enter an issue on the Portal.
FR 184	<p>Technical Reports</p> <ul style="list-style-type: none"> • Performance of Portal –response time vs. number of logged in users. etc. • Total malicious hits on a Portal • Peak simultaneous users, total users logged in, average stay per user • Web traffic and Number of hits on the Portal
FR 185	<p>Payment-related Reports</p> <ul style="list-style-type: none"> • Number of payment gateway failures • Audit trails of all payment gateway transactions and any other reports required for reconciliation of payment data to Project Management Unit.

	<ul style="list-style-type: none"> • Number of payment gateway success • Number of portal payments – internet banking and credit card wise • Remittance report and reconciliation reports
FR 186	Left blank.

5.8 Content Management

This section provides the system requirements for managing the content in the Portal.

FR 187	<p>Versioning of Content Items:</p> <ul style="list-style-type: none"> • The system shall be able to version the content items. The system shall save following information when content items are changed: date and time, name of user, state of content item. • The system shall offer the ability to view the history of changes made to a content item as well as information about date, time, name of user and status of a specific content item (such as “in progress” or “finalized”).
FR 188	Multi-lingual Content: As the official languages of India are Hindi and English the system shall provide the ability to display in both of these languages.
FR 189	<p>Tagging: The system shall provide the user the ability to tag content items with keywords. Additionally the system shall create lists of content tagged with certain keywords when the user selects one of the keywords a content item is tagged with.</p>
FR 190	<p>The system shall enable the users with the appropriate configurable privileges (defined during SFS&RD) to perform the following content-related activities</p> <ul style="list-style-type: none"> • Create new content items, and Edit or delete existing content. • Preview content items before publishing them. • Define / assign to every content item the roles or group of users to whom the content item is accessible • Publish content to certain groups of users or to unpublish content items. • Publish any content items to specific areas/sections of the system. • Review contents created or edited by another person (user) and to publish that contents after reviewing it. • In order to accomplish the above, the system shall provide a workflow for creating and editing content. <p>When a user selects a specific menu item through the GUI, the system shall list content items that are assigned to that section/area.</p>
FR 191	Left blank

5.9 Advanced Services

The IA should define, in consultation with the DC-MSME, the categorization of services into basic and advanced during the SFS&RD phase.

FR 192	Left blank.
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5.10 Miscellaneous Functional Requirements

FR 193	IA should study the existing website of the DC-MSME available at http://dcmsme.gov.in and the prototype of the Portal available at http://indianclusters.org/dcsmse/ to understand the existing functionality and the planned functionality. Broadly, the IA should ensure that the information on both the websites is incorporated into the Portal.
FR 194	The system shall have an email / SMS alert and reminder engine that will keep tabs on events (such as submission of application, rejection / approval of application, etc.) and specified time period prescribed for activities and tasks built into the business and operational processes (such as time limit for responding to applications, etc.). It should automatically send alerts and reminders before and after the prescribed time limit for a particular action. The lead time for sending alerts / reminders before and after the threshold time as well as the frequency of alerts / reminders should be configurable. The alerts and reminders and alerts should display on the interface provided to the Nodal Administrative Officers.
FR 195	The business rules for various processes should be configurable. The system should have a GUI based interface to create to add, edit and validate business rules.
FR 196	System shall have audit logs for changes made to the business rules.
FR 197	<ol style="list-style-type: none"> 1. The system should take only server time as default system time for recording all events. 2. The system should not allow users to alter system time. 3. A uniform timing convention shall be used for recording time pertaining to various events and interaction happening in the system.
FR 198	Portal should adhere to the standards specified for Government portals by Department of Information and Technology, Government of India
FR 199	Portal services shall be offered in Hindi & English.
FR 200	Where required, the Portal should provide downloadable forms.
FR 201	Portal should send periodic reminders (configurable in the system) to designated officials(s) to complete their responses before the due date of Application.
FR 202	<p>Navigation:</p> <ul style="list-style-type: none"> • As content items may be labelled with one or more tags, the system shall provide users the ability to perform a search for content items marked with a specific tag by clicking on that tag. The list of results matching the tag shall be created with respect to the access rights granted to the specific user and the content items. • Information on the DC-MSME should be easily available from anywhere in the Portal.
FR 203	Left blank.
FR 204	Left blank.

5.11 Adherence to Standards

The requirements related to Adherence to Standards are provided in Section 8.3

5.12 Header Section

The system should have a header section containing the logo of Government of India, name of the Portal and other links, and must satisfy the following requirements.

FR 205	<ul style="list-style-type: none"> Logo: The National Emblem should get displayed at the top left of the Portal to indicate that the National Portal belongs to Government of India. The size and appropriate colouring of the National Emblem shall be provided by the DC-MSME to the IA. Title: The title should display first in Hindi “Bharat Sarkar” followed by “Government of India. The size of the text and its color would also be provided by the DC-MSME The next two lines below the Title should display the following text aligned to the centre of the page. <ul style="list-style-type: none"> a. Office of the Development Commissioner b. Ministry of Micro, Small and Medium Enterprises, Government of India Top right: The following hyperlinks should be displayed. Help, Helpline, Contact Us, RTI, Hindi Sanakaran. Below the line, the MSME logo should get displayed Line below the National Emblem: The current date and time should get displayed in the following format: <<<ddd, nth of 2013>>>
FR 206	Hindi Sanakaran (Hindi interface): When the user clicks on this Portal, System should provide the Portal in Hindi when the user clicks on this Portal and this link should change to ‘English’ to allow users to revert to English.
FR 207	<ul style="list-style-type: none"> Banners: There should be a banner running on top of every screen. The banner should display the latest or important or breaking information. There should be a configuration screen to feed the information that should appear in the banner. Admin should be able to make information appear or disappear in the banner.
FR 208	Breadcrumb Navigation: The system shall provide the users a breadcrumb navigation that reveals the click path and prevents the user from losing orientation while navigating through the Portal.
FR 209	<p>Help: Clicking on this link, users should be able to access the help section for the entire Portal.</p> <ul style="list-style-type: none"> It shall contain a short description on how to use the Portal and its functionality. Additionally it shall provide the user with a glossary that contains important terms and definitions. Help document should have screen shots to guide the users to use the portal effectively Different help documents may provided based on the categories of users mentioned in Section 4.3

FR 210	<p>Helpline: The system should provide the details of hot line help provided to the users. There can be two hotline numbers:</p> <ul style="list-style-type: none"> • Hotline for DC-MSME services : • Hotline for handling technical queries on the Portal and administration issues. • Both the hotlines would function from 9 AM to 5:30 PM on all weekdays and working days of the calendar.
FR 211	<p>Contact Us: This section shall contain a general contact form that enables users to contact the DC-MSME.</p> <ul style="list-style-type: none"> • The form consists of several input fields such as name of the company (optional), name, surname of contacting person, email address of contacting person, subject (user can select predefined topic from a list and shall be able to fill additional text if necessary) • Depending on the topic (for instance general contact or feedback) the system shall pass the content via email to a DC-MSME user. The DC-MSME user name should be made configurable. • Further, user should be able to get contact details of persons in the DC-MSME and the DI's. • There should be 2 tables one for the DC-MSME HQ, and the other one for the DI's. This list should contain contact person name, designation, telephone # and email id.
FR 212	<p>RTI: The DC-MSME handbook and guidelines on the RTI Act and shall cover the following at a minimum and also provide for users to submit a grievance, query with a link to the Grievance cell (Section 5.2.9). The IA shall finalize the list of information items and links to be displayed under RTI and their structure during the SFS&RD phase:</p> <ul style="list-style-type: none"> • Introduction and general guidelines on the RTI Act • Particulars of the DC-MSME Organization, Functions and Duties • Rules, Regulations for Discharging Functions • Statement of the categories of documents held by the DC-MSME offices • Statement of Boards, Councils, Committees and other Bodies under the DC-MSME. • Annual reports of the DC-MSME as provided in Section 5.2.1. • Names, designations of the Administrative Officers at each node of the DC-MSME organization • Procedure followed in the decision-making process • Directory of Officers and Employees of DC-MSME including Name, Designation, Telephone number and Subject Matter that they are responsible for. • Monthly Remuneration received by each of the DC-MSME's Officers and Employees, including the system of compensation as provided in the regulations of the DC-MSME. • Budget allocated to each agency of the DC-MSME (including plans, proposed expenditures and disbursements made, etc.) • Manner of execution of the Schemes and subsidy programs of the DC-MSME

	<ul style="list-style-type: none"> • Particulars of recipients of concessions, permits or authorizations granted by the DC-MSME • Facilities available to citizens for obtaining information including information on the Grievance Cell of the DC-MSME and its contact details • Details of all MOUs under international cooperation and agreements between the DC-MSME and the governments of other countries or multi-lateral agencies for the benefit of the MSMEs in India • Link on Relevant Central Government Institutions: This link should provide information on the list of Central Government Offices / Institutions / PSUs that may be relevant to MSMEs such as the Chief Controller of Accounts, Small Industries Development Bank of India, National Manufacturing Competitiveness Council, etc. The IA shall document the set of links required under this section as part of the SFS&RD phase and also provide for a continuous updation of the links contained in this section. • Link of Relevant State Government Offices / Institutions / PSUs: Similar to the above in structure, this link provides a list of state-level offices / institutions / PSUs that may be relevant to the MSMEs such as Andhra Pradesh State Financial Corporation, State Khadi Boards, Gujarat State Financial Corporation, etc. The IA shall document the set of links required under this section as part of the SFS&RD phase and also provide for a continuous updation of the links contained in this section. <p>Any other useful information including a link to MSMEs and Associations covered in Section 5.2.3.</p>
FR 213	<p>RSS Feeds:</p> <ul style="list-style-type: none"> • The system shall offer the users the ability to submit to a dynamic newsfeed in order to be informed about new or changed content items. • Users should be able to define what information sections of the National Portal they would like to see whenever any changes occur to those sections. • Users should be able to download an RSS Viewer from the National Portal. • The RSS viewer should have a logo/ watermark or any other identity protecting mechanism.
FR 214	<p>Archives:</p> <ul style="list-style-type: none"> • This system shall provide for periodic archiving of its contents by the system administrator. • Users with appropriate privileges should be able to access the archives and download the required information. • The archiving should be conducted according to an 'archiving policy'. • The information categories and items for archiving, the frequency of archiving and the format of retrieval / download should be kept configurable. The IA should document the archiving policy during the SFS&RD phase.
FR 215	Left blank.

5.13 Footer Section

The system should have a footer section containing contact form, sitemap, disclaimer and other links and must satisfy the following requirements:

FR 216	Footer message: The default footer message should be: “This website belongs to The office of Development Commissioner (MSME), Ministry of Micro, Small & Medium Enterprises, Government of India”. However, this may change from time to time, and hence it should be configurable.
FR 217	Footer links: The following links should be displayed in the footer: Feedback, Archive, Disclaimer / Terms of Use, Sitemap, FAQ, Contact Us
FR 218	<p>Feedback: The system should provide an easy –to-use feedback form / method of providing feedback.</p> <ul style="list-style-type: none"> • Users should be able to indicate if they have difficulty in using any section of the Portal or if any section of information is not clear etc... • User should be asked to provide the following information: Name, email address, Name of Company, Mobile #, Phone # and Feedback or comments • When user sends a feedback, an email should be received by Admin. Soon after receiving this mail, an automatically generated mail should be sent to the user as an acknowledgement of the feedback.
FR 219	<p>Archives:</p> <ul style="list-style-type: none"> • In this tab/section, all old information should be archived. • The archived files should be displayed in a table form. • Files should be grouped by information category. • User should be able to view and also download files based on authorization.
FR 220	Disclaimer / Terms of Use / Privacy Policy: This area shall show information on the ways the DC-MSME gathers, uses, discloses and manages data and any limitations thereof.
FR 221	Contact Us: The requirements are listed above in Section 5.11.
FR 222	Sitemap: The system shall provide a sitemap that gives the users an overview of the structure of the Portal in a hierarchical manner. Users should be able to click on the links in the sitemaps and access the respective sections.
FR 223	<p>FAQ:</p> <ul style="list-style-type: none"> • A list with important facts and answers on common questions shall be integrated into the system. • IA shall develop and maintain a FAQ database & Knowledge bank accessible to all users of the system. • This shall include a step by step resolution for commonly asked queries. • IA to regularly update this FAQ database / Knowledge bank. • IA also to develop library facilities for all the schemes, applications to the schemes and responses to applications, with search option.
FR 224	Left blank.

6 Technical Requirements

This section provides the technical requirements of the Portal. The Bidders shall indicate in their proposals how they propose to provide for these requirements. The IA shall ensure that system is designed considering these technical requirements and additional requirements that would get captured during the SFS&RD phase. This section is organized as follows:

- Architecture including Presentation layer, Application layer including Content Management Framework and Data layer
- Multi-channel access
- Security including Integrity and Privacy Requirements, Assessment & Audit Requirements and Immunity Requirements.
- Interfaces
- Installation & Release Requirements
- Performance
- Safety-Critical Requirements
- Precision and Accuracy Requirements
- Reliability, Availability, Longevity
- Data Centre and Infrastructure Requirement
- Scalability
- Maintainability
- Usability
- Additional Requirements

6.1 Architecture

6.1.1 General Architecture Specifications

TR 1	The system should be based on shared and reusable architectures, that is, applications, systems and infrastructure are characterized as service-oriented, component-based and reusable.
TR 2	The system should provide application architecture that is highly granular and loosely coupled.
TR 3	The architecture should be platform and vendor independent
TR 4	The system should be interoperable in nature and design and development should be based on Service Oriented Architecture (SOA) for a collection of services which are well defined, self-contained, and loosely-coupled with other services.
TR 5	The system is required to provide modularity (business function and process) that should support addition / removal of one more modules as and when required.
TR 6	The system should ensure data safety and integrity in the event of communication channels operation failures, software and hardware operability failures.
TR 7	The system should support Hypertext Transfer Protocol (HTTP) and Hypertext Transfer Protocol Secure (HTTPS) as per requirements for traffic between the user screens and the central Portal application.
TR 8	The solution should follow e-Governance standards available at http://egovstandards.gov.in and usability and presentation standards available at http://www.webguidelines.gov.in

TR 9	The system 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.
TR 10	The system should be designed in manner that operational data is not lost in case of any failure of equipment or communication network.
TR 11	The multi-layered architecture should provide a clear demarcation of various layers.
TR 12	The chosen architecture and framework shall have in-built security features
TR 13	The architecture should be based on open source technologies.
TR 14	The Presentation Layer will be a single point of entry for the users to the underlying business applications.
TR 15	The IA shall provide a user interface with a single sign on and authentication process with all the required in-built security measures.
TR 16	The system should have a multi-tier architecture with the following distinct layers <ul style="list-style-type: none"> • Presentation layer (User Interfaces (UIs) for different user groups / access channels) • Application layer (application logic / Business rules, Web services/ EAI components to enable a Service Oriented Architecture approach) • Data layer
TR 17	Left blank.

A schema for the proposed Portal is provided below.

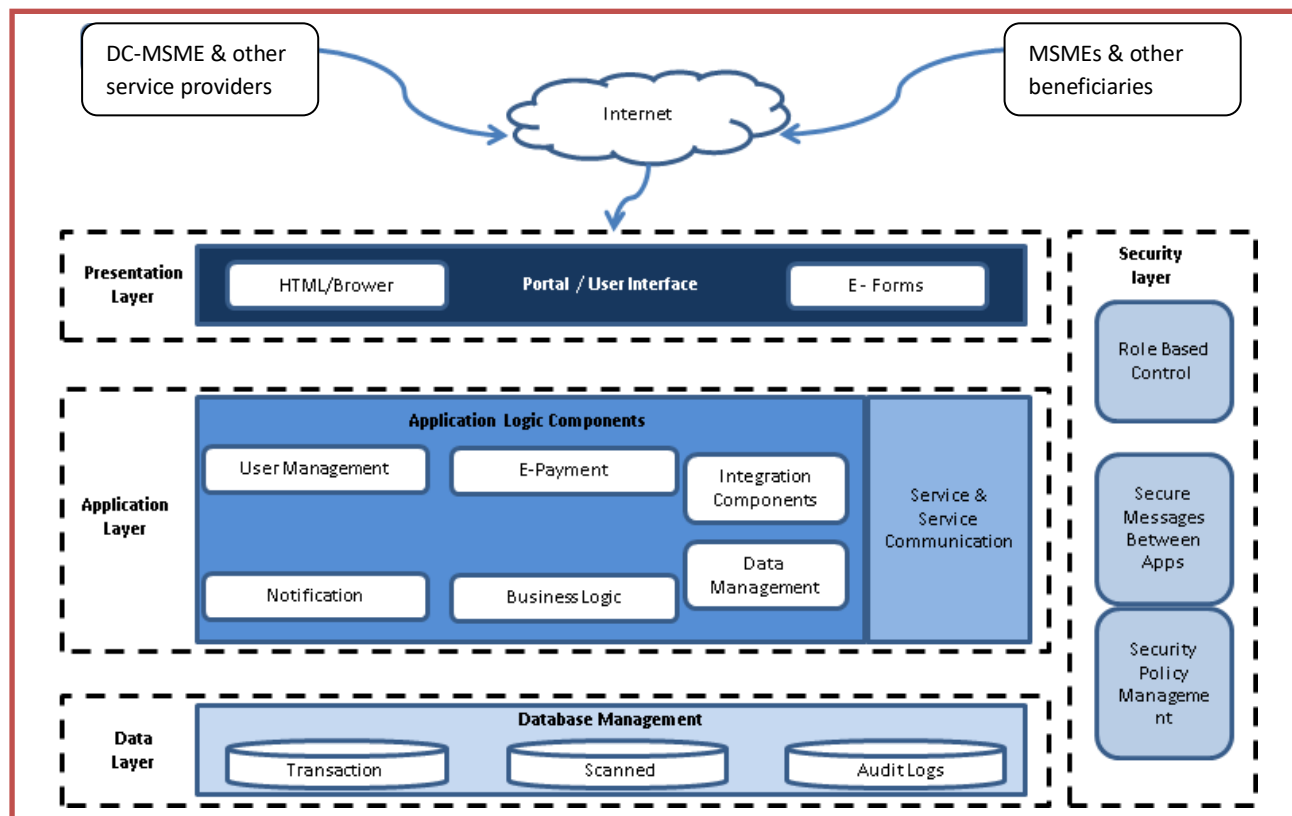


Figure 12: Layered Architecture View

6.1.2 Presentation Layer

TR 18	<p>The Web Portal / User Interface shall have the following features:</p> <ul style="list-style-type: none"> • HTML / Browser Based user interface • E-Forms • Parameter based search applications, Help modules • User management • Application Logic • Services • Service Communication • E-Payment • Notification • Business Logic • Consistent look and feel • Database access (edit and search), upload files and documents • Loading time of any screen shall be a maximum of 7 seconds regardless of load in the system, and 10 to 15 seconds maximum for search. • Dashboard view of important statistics
TR 19	<p>The user interface should be able to provide easy framework for navigation, consistent look and feel, present information, enable input of data, display output, upload attachments, invoke other solution components like application logic / business rules / web-services, enable language preference of English & Hindi as per the user's choice and provide rich interface controls, provide collapsible tree structures to indicate the stage / step in a process or workflow and should ensure that the presentation can be achieved with minimum response times and latency. The interface could also include web 2.0 elements for providing a rich interface.</p>
TR 20	<p>The Bidders shall indicate in their bids, how they plan to address these presentation layer requirements</p>
TR 21	<p>Left blank.</p>

6.1.3 Application Layer

The Application Layer comprises one or more application components which need to be built or configured to embed all the required business logic / process logic / business rules for all the processes envisaged under this RFP.

TR 22	<p>This Application Layer shall cover the core and supporting components of the proposed solution including business rules, workflows required to deliver the application and security management.</p>
TR 23	<p>This layer shall include the logic not only for the service delivery oriented processes but also internal processes for functions like accounting, Management Information System etc. All business rules for internal and external processes should be configurable and should not require coding effort for making changes to the values of the parameters in business rules.</p>
TR 24	<p>The system should be able to execute concurrent requests for services from different users and locations</p>

TR 25	The system should be the only means to allow read / write of data and should ensure data security at all levels
TR 26	This layer could include any other supporting application components that would be required to cater to specific functional requirements. This could be application components for compression of data, encryption of data, content management system, seamless transfer of data between Portal application modules and with its interfaces and any existing Management Information System (if required and shall be finalised during System Requirement Specifications phase).
TR 27	This layer could also include a set (layer) of web-services which are built to incorporate modularity, flexibility and scalability in the application design. However this is only a suggested layer and the IA may choose to solution the requirements in any other approach but complying with the technical architecture.
TR 28	Left blank.

6.1.3.1 Content Management Framework

TR 29	The Content Management (CM) shall be performed using well-established CM tools and processes to ensure that the content, form and services delivered through portal are adhering to the uniform standards across the portal.
TR 30	The content management framework implemented for the portal should manage the process of content creation, revision and approval through a combination of work flow, business rules, access rights and privileges for performing the content management, and version control technologies.
TR 31	Contributor, managerial rights and privileges must be managed according to the predefined roles for security and advanced authentication technologies and to ensure that users are able to undertake suitable and appropriate tasks.
TR 32	Content must be tagged with the Metadata to enable it to be retrieved more easily.
TR 33	The Bidders must indicate in detail how they plan to cover these CM requirements including choice of tools, suggested framework, policies.
TR 34	Left blank.

6.1.4 Data Layer

TR 35	<p>The Data Layer shall comprise the following components at a minimum.</p> <ul style="list-style-type: none"> • Transaction Data • Configuration Data • Scanned Documents. Based on detailed requirements gathered during SFS&RD phase, the system should support storage of scanned documents in encrypted form and use of suitable compression techniques to optimize storage size. • Audit Logs • Role Based Access Control • Secure Message Between Apps. • Security Policy Mgmt <ul style="list-style-type: none"> ○ MSMEs / Entrepreneurs
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	<ul style="list-style-type: none"> ○ Department Users ○ Integration Components ● FAQ across database artefacts with a database search
TR 36	Access to this very important layer would be through well-defined application layer processes applying appropriate business access rules.
TR 37	Data could reside in following forms: Active database (RDBMS), Document repository and archived storage.
TR 38	Active Database would contain all index data and all other transactional data that would be required for online retrieval by processes.
TR 39	IA shall propose a well-designed schema for achieving high performance and to take care of high levels of concurrency.
TR 40	Documents Repository would contain all scanned documents, responses, uploaded documents etc. It is suggested that the solution designed must enable storage of the documents in encrypted PDF format / any other format and also use suitable compression techniques to further optimize size.
TR 41	Archived database: Bidders should suggest the mechanism for database archival / storing in different partitions for data pertaining to different periods.
TR 42	The Bidders must indicate in detail how they plan to cover these Data Layer requirements.
TR 43	Left blank.

6.2 Multi-Channel Access

TR 44	The system shall be accessible via multiple channels for e.g. desktop, and mobile devices such as laptops, tablet computers, and smartphones.
TR 45	<p>For mobile devices,</p> <ol style="list-style-type: none"> 1. The users shall be able to access basic services that provide static information 2. The users should be able to receive system related alerts, modifications, confirmations
TR 46	Left blank.

6.3 Security

TR 47	The IA is responsible for implementing measures to ensure complete security of the Portal (including its entire environment) and confidentiality of the Project related data, in conformance with the security policy standards of the DC-MSME and NIC.
TR 48	The IA needs to prepare and hand-over, as a deliverable, the Information Security (IS) Policy Manual adhering to global standards such as ISO 27001 and BS 7799, which will govern and guide its information security practices. This information security policy may be reviewed by the 3rd party auditor for its conformance with ISO 27001 and BS 7799 standards. The IA shall update Security Policy regularly to keep the security recommendations current and the same shall be implemented for the Portal.
TR 49	The IS policy should be defined so as to secure the entire IT system physically

	and logically with well-defined access control procedures.
TR 50	It is essential that security, consistency and integrity of data and transactions be maintained at all levels
TR 51	<p>The IA shall constantly monitor the Project and production systems for events or activities, which might compromise (fraudulently or accidentally) the confidentiality, integrity, availability and security of the Project and take necessary remedial and preventive measures. This monitoring shall be through the security controls including:</p> <ul style="list-style-type: none"> • Real-time intrusion detection tools • Audit review tools • Manual processes
TR 52	<p>The system should comply to the following security considerations:</p> <ul style="list-style-type: none"> • Authentication & authorization: Proposed application server and LDAP server in combination shall provide for role-based authentication and authorization using multiple security domains. • Web access: Key screens of the Portal including all the payment-related screens, will be provided an access through HTTPS. • Role-based 'n'-levels of hierarchy: Access control by user id and role-based privileges. Role privileges configured for n-level of hierarchy. All attachments stored in the database in encrypted format. All payment-related information communicated to and from, and stored in, the database in encrypted format. • Audits: Audit trail should be provided for every access and transaction on the Portal. • Event management & tracing: Proposed architecture provides trail of events for auditing and problem determination. • Accreditation and Security Audits: Third party accreditation of the payment gateway and security audit of the Portal by an independent, certified agency.
TR 53	The IA, with appropriate co-operation of appointed representatives of The DC-MSME will manage the response process to security incidents. The incident response process will seek to limit damage and may include the investigation of the incident and notification to the appropriate authorities. A summary of all security incidents shall be made available to The DC-MSME on a weekly basis. Significant security incidents will be reported on a more immediate basis.

TR 54	<ol style="list-style-type: none"> 1. The IA shall produce and maintain system audit logs on the system throughout the Agreement Period from the date of release of the system. The audit logs shall be archived and stored at an off-site location or as desired by the DC-MSME. The IA shall regularly review the audit logs for relevant security exceptions. 2. In particular, the system should have built-in audit trails for all the activities performed by the system administrator(s) for user administration, database management, business rule changes, changes based on rules/guidelines, system upgrades and other governing rules. 3. Such audit trails, at a minimum, shall capture the details of name of the user, changes made, date of changes, name of approver (if applicable) etc.
TR 55	System should facilitate user security administration and rights management activities in terms of creation of user ids, user profiles, attaching the user profiles to the user ids, modification of user privileges etc. Appropriate checks to be built in the system to restrict creation of duplicate User ID.
TR 56	The system shall provide administrative users the ability to create user groups and to define roles.
TR 57	The system should support role based access to the application. The application should display the last login status (successful/unsuccessful, time) to the user.
TR 58	Users should not be able to login to the application without providing login credentials.
TR 59	Password management should enforce password restrictions, which include the criteria and limitations that can be placed on passwords to increase security. It should provide features such as periodic forced changes, not reusable, hard to guess, mixed characters, etc.
TR 60	The system should log security related events.
TR 61	The system should log all application transaction details including time stamp, operator, approver IDs, update/modification trail etc.
TR 62	The system shall control which content item may be edited or deleted by whom, through access rights
TR 63	The system should support single sign-on.
TR 64	The system shall support commonly used directory services such as LDAP.
TR 65	The system should monitor and log all unauthorized attempts to access the system.
TR 66	The system should lock out user Id after performing a configurable number of unsuccessful attempts. Application should restrict a user whose password has expired until the user changes the expired password.
TR 67	All closed applications / transaction data shall be purged from the System, after one year of their closure under an archival policy. There should not be any mechanism to delete data before the above period.
TR 68	All access violation attempts should be logged, generate an alert - preferably as an email and sent/reported to the DC-MSME, the details for which shall be

	finalized during the SFS&RD phase.
TR 69	The system should support data uploading as provided in Section 7.4 and 7.5
TR 70	The system should ensure that data in any form should not be copied on to any external media or emailed without authorization.
TR 71	The system should be designed in such a way that neither DC-MSME employees nor the IA staff nor any other users have access to the database prompt for accessing the application data. Access to the database should be restricted only through the application software interface. The only time a database can be accessed should be for database administration related purpose, and even that access should be audit trailed or logged.
TR 72	The application should not store authentication credentials on client computers after a session terminates. The application should map the sessions with the client machines and should store the appropriate information.
TR 73	Left blank.

6.3.1 Integrity & Privacy Requirements

TR 74	The IA will have to maintain strict Privacy and confidentiality of all the data its staff gets access to. Adequate provisions to be made not to allow unrestricted access to the data – in particular the IA shall not give access to data to its staff who have not signed the Non-Disclosure Agreement (NDA).
TR 75	The IA shall comply with the Office of DC-MSME's privacy and security guidelines which govern access to information. The IA, shall in consultation with the Office of DC-MSME, develop an information policy and ensure all staff working on the system or providing support to the system adhere to the policy. The IA shall seek prior approval of the Office of DC-MSME before making any changes to the policy.
TR 76	The IA cannot sell or part with any data in any form.
TR 77	The system shall prevent incorrect data from being introduced and protect itself from intentional abuse such as code injection.
TR 78	In order to restore the system as soon as possible in case of a system crash the system shall backup all data that is needed to restore normal state (such as content items, user data, etc.) on a daily basis with a rotation scheme of 7 days.
TR 79	The system shall perform backups during periods of reduced load to minimize the impact on system performance.
TR 80	The IA shall comply with the access control policies of the NIC and any additional requirements defined by DC-MSME from time to time to ensure only authorized personnel are allowed entry into the DC if and when required and in particular to the rack hosting the system infrastructure and to databases, tape libraries and backup tapes, etc., holding the data of the system.
TR 81	The IA shall implement measures to prevent remote access to the system by unauthorized personnel.
	Data related to Infrastructure shall not be shared with anyone without the approval of the DC-MSME.

TR 82	Left blank.
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6.3.2 Immunity Requirements

TR 83	The system should protect itself from infection by unauthorized malicious programs (e.g., computer viruses, worms, Trojan horses, malicious scripts) and shall prevent unauthorized users or programs from accessing restricted data and services.
TR 84	The system shall maintain data for the following metrics: <ul style="list-style-type: none"> • The hits from malicious programs trying to access the system. • The kind of action taken against a malicious program – preventing, curing (e.g., removing from infected machine), etc.,
TR 85	Left blank.

6.4 Interfaces

TR 86	<p>Payment Gateway Interface</p> <p>The system shall be integrated with the “e Payment gateway” designated banks to ensure real time secure transaction. The IA shall adhere to all due processes laid out by RBI for e-payment integration. A few indicative interface requirements are provided below. The IA shall finalize the details during the SFS&RD phase.</p> <ol style="list-style-type: none"> 1. The user initiates the process by clicking on appropriate link / command option to make a payment. 2. The browser shall be redirected to the target payment server. 3. The user shall attempt to pay using the payment gateway. 4. The payment shall be governed by the business rules associated with authentication, maximum number of attempts, etc. 5. During the course of making the payment, the user shall be notified of the messages from the Payment Gateway including the final message whether the payment is approved or rejected.
TR 87	<p>Interface with the Appropriate State Government Portals:</p> <ol style="list-style-type: none"> 1. For the processing of EM – I and II (and other applications which need processing at the State Government level), the system shall provide and publish a two-way interface with the relevant State Government portals. 2. The interface should be in the form of APIs. <p>IA shall gather details of the interface and the Portals of the State Governments that should be interfaced with, during the SFS&RD phase.</p>
TR 88	<p>Mail Server Interface</p> <ul style="list-style-type: none"> • The system should be able to send automatic emails for specific events such as registration of MSME, successful submission of applications, approval of applications, etc., to the respective users. • The events for sending emails, the provision of sending emails, sending to single or multiple recipients, or bulk emails, the list of recipients, and the

	<p>subject matter in the form of templates should be kept configurable.</p> <ul style="list-style-type: none"> • The system should keep a log of emails sent to the users. • The system should provide for configurable templates for the emails. • The system should be able to record the delivery status of the email.
TR 89	<p>SMS Gateway Interface</p> <ul style="list-style-type: none"> • The system should be able to send pre-configured SMS's for specified events such as registration of MSME, successful interface with the SMS Gateway hosted by third party • The system should keep a log of all SMS's sent to the users. • The system should provide for configurable templates for the SMS's. • The system should be able to record the delivery status of the SMS. • The system should be able to send single or multiple SMS's, and bulk SMS's in a secure way. • The provision for sending an SMS for an event and the list of recipients should be kept configurable. • The API should be tested and secured against vulnerabilities and Security flaws. The API should be compliant with OWASP guidelines.
TR 90	<p>The system shall interface with the Grievances Portal (PGP) maintained by the Department of Administrative Reforms and Public Grievances (http://pgportal.gov.in) for uploading the grievances entered in the system and their statuses to the PGP.</p>
TR 91	<p>The system should publish APIs for other systems such as analytical tools to read data (grievances, applications workflow data, etc.) from the system and provide constructs with the data from the system such as metrics dashboard. The IA shall gather details of the APIs that would need to be published during the SFS&RD phase, to expose its service delivery functionality.</p>
TR 92	<p>Left blank.</p>

6.5 Installation & Release Requirements

TR 93	<p>The IA shall provide an advance notification of not less than 15 days to the DC-MSME for any major release.</p>
TR 94	<p>The IA shall provide a release note that contains at the minimum, list of features released, list of bugs fixed, list of open bugs and special instructions for the users.</p>
TR 95	<p>The IA should ensure that every major and minor release is numbered in a structured manner.</p>
TR 96	<p>The DC-MSME will undertake an exercise of Acceptance Testing and Audit of the Portal through a third party, as soon as the IA declares the particular release of the system to be ready for this purpose. The detailed requirements for testing and audit are provided in Sections 7.2 and 7.3. IA shall coordinate with the DC-MSME and/or the nominated agency for performing the Acceptance Testing and Audits.</p>
TR 97	<p>The IA shall ensure that any version upgrade / changes in application software shall first be performed on the staging servers and only after successful completion of acceptance testing and audit by the DC-MSME as indicated in Sections 7.2 and 7.3,</p>

	the upgrades shall be performed on the Production system.
TR 98	The IA shall ensure that the new release of the system is thoroughly tested and complies with the requirements provided in Section 7.2.
TR 99	The IA shall ensure that every new release complies with the audit requirements provided in Section 7.3.
TR 100	Left blank.

6.6 Performance

TR 101	<p>The IA shall ensure the system meets the following requirements:</p> <ul style="list-style-type: none"> • Response time after clicking on a link: maximum of 4 seconds • Concurrency load factor: operating range of upto 20% degradation in the above response based on concurrent usage. <p>The IA shall provide, in consultation with the DC-MSME, detailed requirements on the Performance and likely concurrency load factor in the system at various times of a working day in the SFS&RD.</p>
TR 102	The IA should provide the sizing of the infrastructure mentioned in Section 0 in a manner to ensure that based on concurrency and load factor, the degradation in performance remains within the above threshold.
TR 103	Left blank.

6.7 Safety-Critical Requirements

There are no safety-critical requirements.

6.8 Precision or Accuracy Requirements

TR 104	All monetary amounts displayed on the system shall be accurate to two decimal places.
TR 105	Left blank.

6.9 Reliability, Availability and Longevity

NIC shall be responsible for ensuring reliability and longevity of the system. NIC shall also be responsible for ensuring availability of the system at the infrastructure level including but not limited to, providing adequate redundancy for hardware, networking, power supply, VPN gateway and other critical infrastructure components. The IA shall be responsible for the following requirements at a minimum for providing the necessary support and hand-offs to the NIC for ensuring high availability.

TR 106	The IA shall work with the NIC to ensure the network availability of the system is 99.99%. The IA shall conduct any schedule maintenance within periods of reduced load (for instance after 09:00p.m.).
TR 107	The system should be designed with fail over capabilities, to support load distribution and parallel execution of portal components across multiple servers
TR 108	The IA shall ensure that no network configuration changes shall be done that affects the Availability without the approval of the NIC and the DC-MSME.
TR 109	IA shall finalize a backup policy with NIC and submit the policy to DC-MSME for approval before the initial installation of the system at NIC.

TR 110	Left blank.
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6.10 Data Centre and Infrastructure Requirement

NIC would be primarily responsible for the creation and maintenance of the Data Centre (DC) and Disaster Recovery (DR) site for the Portal shall provide all the hardware, networking, and other infrastructure to ensure the IA can deliver services without major disruption during the Agreement Period.

The IA shall be responsible for the interfaces and 'hand-offs' with NIC for maintaining the DRC. The IA shall address the requirements mentioned in vol III of the RFP and the additional requirements mentioned below. In case of any conflict or ambiguity, the requirements mentioned in vol III shall prevail.

TR 111	The DC and DRC shall be maintained by NIC.
TR 112	The IA shall provide size the infrastructure elements based on discussions with the DC-MSME on the business requirements and workload details.
TR 113	The IA shall provide the specifications, sizing, quantity and deployment details of the servers (application, web server, database, communication, directory, etc.), load balancers, backup systems, storage systems and other infrastructure components required for the Portal ("infrastructure elements") taking into account the requirements of this RFP, initially during the SFS&RD phase, and subsequently at regular intervals during the operations and maintenance phase as defined in Section 7.1. The IA should finalize the requirements for the infrastructure elements in consultation with the DC-MSME and NIC.
TR 114	The IA shall ensure any of the infrastructure elements does not utilize more than 70% of its resources during non-peak hours.
TR 115	IA shall review NIC's policy and solution to ensure disaster recovery, resumption of services and data archival, and provide additional compliance requirements if any for BCP.
TR 116	IA shall, during the SFS&RD phase, provide a detailed plan for taking periodic backups of the database of the web portal and other such application-level business continuity measures.
TR 117	Bidders shall, in their proposal, provide an effective solution to keep the costs of the DRC to a minimum taking into account only the required software and infrastructure elements that are essential for functioning of the DRC meeting the requirements of this RFP.
TR 118	Left blank.

6.11 Scalability

The system shall be designed for scalability on a number of parameters including but not limited to number and types of users, scheme and support programs, reports, and additional requirements indicated in Section 0. The Bidders shall specify how their proposed solution addresses the following scalability requirements at a minimum.

TR 119	The Portal shall be implemented using proven and widely available technology, frameworks, and programming patterns and methods to ensure scalability and extensibility.
TR 120	The Portal should be capable of handling unpredictable traffic volume.
TR 121	The Bidders should specify how the following scalability considerations will be covered by their proposed solution during the Agreement Period: database, concurrent users (overall across the application and for each service in the Portal), servers, network, user accounts, Time periods of maximum logins by users, and maximum usage of CPU / RAM.
TR 122	The IA shall, in consultation with the DC-MSME, define the number of initial users of the system and a roadmap for scaling up on the number of users during the SFS&RD phase.
TR 123	Left blank.

6.12 Maintainability

While the requirements for the maintenance of the Portal are provided in Section 7.1, this section provides requirements for the maintainability of the system that shall be part of the design of the system.

TR 124	<p>The system should be developed in such a way that evaluation of modifications, controlling and making modifications is easy and well-organized. The bidders shall provide detailed plans for addressing the following maintainability features of the system:</p> <ul style="list-style-type: none"> • Adaptive – modifying the system to cope with changes in the software environment. • Perfective – implementing new or changed user requirements for functional enhancements to the software • Corrective – diagnosing and fixing errors, detected at various stages of development and usage. • Preventive – increasing software maintainability or reliability to prevent problems in the future
TR 125	<p>The IA shall ensure the design of enables the following software support activities to be accomplished</p> <ul style="list-style-type: none"> • Operational use: Pre-mission, operation, post-mission • Logistics management: User support, release replication and distribution, COTS installation • Configuration control: configuration screens to enable quick capture of changes to the values of functional parameters of the system. • Modification: Problem reporting, maintenance activities, configuration and version management.
TR 126	Left blank.

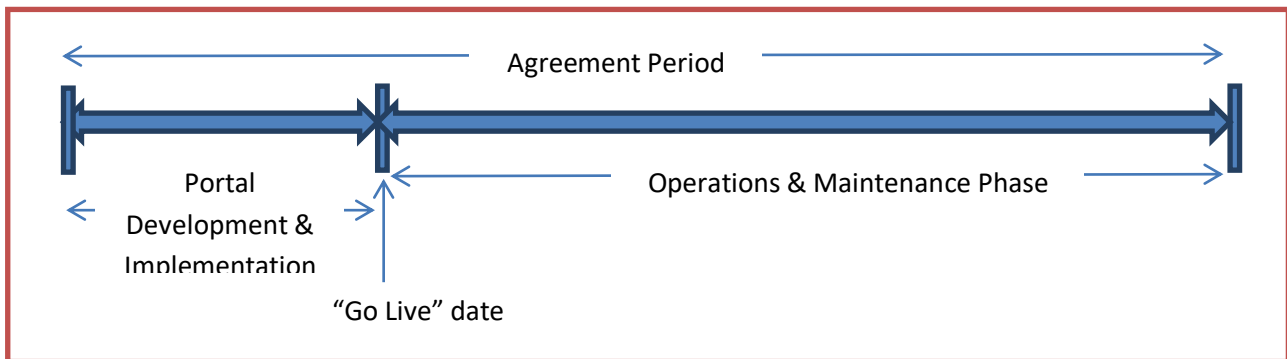
6.13 Usability

TR 127	The IA shall ensure that use of the portal is intuitive and user-friendly. The
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	appearance of the Portal shall be well-structured with clearly arranged items, structured parameters for performing searching the information in each section, and shall provide an easy access to information and services to its users.
TR 128	The design shall be very clean and modern and the IA shall finalize the colours, fonts, logos and other UI elements in consultation with the DC-MSME during the SFS&RD phase, and ensure consistency among all usability requirements mentioned in this section.
TR 129	The IA shall design and develop the system according to the following guidelines: <ul style="list-style-type: none"> • Multi-part standard ISO 9241 that covers ergonomics of human-computer interaction. • “Guidelines for Indian Government Websites” that have been developed by National Informatics Centre (NIC) and available at http://www.web.guidelines.gov.in The IA shall work in close coordination with NIC to check the compliance according to the compliance matrix checklist provided at the same website.
TR 130	The system shall users with basic features to personalize their accounts to apply, track and access services as desired.
TR 131	The Portal shall have an online documentation of the features of the system that helps its users deal with common scenarios of usage.
TR 132	The system shall validate entries made by the users and shall provide hints, help texts, prompts or error messages on the GUI to guide the users and to avoid invalid entries and / or actions including missing mandatory information.
TR 133	The static information on the system should be accessible on mobile devices with appropriate screen resolution. The system should identify the screen resolution of the device on which it is being accessed and accordingly resize its screens for display on the mobile / portable devices.
TR 134	The system should provide RSS feeds. User should able to click on the RSS link and select thesections for receivingupdates on the other websites. The RSS viewing window should be downloadable from the National Portal and should carry the logo / water mark or any other identity protecting mark of the DC-MSME and GoI.
TR 135	Left blank.

7 Operational Requirements

This section provides the requirements for the Operations and Maintenance phase of the Agreement Period indicated as under. In addition, vol III of the RFP provides service level metrics and requirements for service level monitoring. In case of any conflict or ambiguity, the requirements provided in vol III will be used as touchstone and shall prevail.



This section is organized as follows:

- Service Level Requirements
- Migration of Current Data
- Uploading of Offline Data
- Application Fees and Collection
- Legal Requirements
- Off-the-Shelf Components
- User Documentation
- Training Requirements

7.1 Service Level Requirements

The IA shall be responsible for the overall administration, maintenance and management of the Portal after the “Go Live” date, and in accordance with the service level metrics, service level monitoring, governance and management requirements defined in vol III of the RFP.

This section describes additional service level requirements that the IA should adhere to after the “Go Live” date. In case of any conflict or ambiguity, the requirements mentioned in vol III shall prevail.

OR 1	<p>The IA shall provide operational support and maintenance services after the ‘Go-Live’ date, including, but not limited to,</p> <ul style="list-style-type: none"> • Software solution maintenance; • Oversight on the IT infrastructure management at NIC and managing the Provisioning of IT infrastructure according to the responsibility allocation indicated in Section 3.3 and finalized during the SFS&RD phase; • System administration, security administration, and database administration • End-user problem resolution.
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OR 2	<p>The software maintenance activity shall include but not be limited to, bug fixes, configuration changes, enhancements of functionalities, removing of unwanted functionality, optimization of code and data, implementing future release of the system during the Agreement Period and system administration.</p> <p>The system administration includes but is not limited to, the following activities:</p> <ul style="list-style-type: none"> • Configuration changes and daily maintenance of system configuration • Content administration: Recording changes to the content received from the DC-MSME officials, editing and preparing the content for the respective sections of the Portal and uploading the content. All content changes shall be recorded in the audit trail. • Provisioning of users, roles, privileges and access control. • Security management including monitoring security and intrusions into the system. • Performance tuning of the system as may be needed to enhance system's performance on a continuous basis. • Escalation and co-ordination with NIC for problem resolution wherever required. • Data storage management activities including regular backup, restore, day-to-day disk space management and archival activities. • Support to system users with respect to attending to their requests for assistance in usage and management of the application.
OR 3	The IA shall define a maintenance policy during the SFS&RD phase and ensure that the system is well-maintained, scalable and extensible during the Agreement Period.
OR 4	The IA shall be completely responsible for defect free functioning of the application software during the Agreement Period, and shall resolve any issues including bug fixing, improvements in presentation and/or functionality and others within the duration agreed between The DC-MSME and the IA in relation to such a work.
OR 5	The IA shall provide the specifications for a production environment and a staging environment. The production environment shall be used for rolling out the system and the staging environment shall be used for testing of the changes/ updates/ patches, obtaining approval from the DC-MSME and then applying them on the production environment.
OR 6	The IA shall provide the latest updates, patches/ fixes, version upgrades relevant for the solution components and ensure that the patches are 'regression-tested'.
OR 7	The IA shall be responsible for software version management, and software documentation management reflecting the current features and functionality of the solution.
OR 8	The IA shall ensure migration of old data and uploading of offline data into the Portal as defined in Sections 7.4 and 7.5 respectively.
OR 9	The IA shall ensure compliance to the Testing requirements indicated in Section 7.2.

OR 10	The IA shall ensure compliance to the Audit requirements indicated in Section 7.3.
OR 11	The IA shall report on changes to files and settings on a system.
OR 12	IA shall coordinate and provide complete support to the DC-MSME and its nominated agency in conducting the solution acceptance testing, periodical audits of the system and manual assessments of the system including, but not limited to, interviewing system administrators, performing security vulnerability scans, reviewing application and operating system access controls, and analysing physical access to the systems.
OR 13	The IA shall maintain at least 3 previous versions of the software and the database in addition to the latest release as part of the archives.
OR 14	IA shall provide training on the usage of the Portal to the Designated Officials according to the requirements mentioned in Section 7.11.
OR 15	The IA shall ensure compliance to the User Documentation requirements mentioned in Section 7.10.
OR 16	The IA shall, for tracking and managing the problems and incidents associated with the system, comply with the requirements mentioned in Section 7.6.
OR 17	IA shall give suitable access to Project Management Office, designated by the DC-MSME, to tools implemented/ utilized by the IA for monitoring of the Portal, system related events, and Service Levels measurement/ monitoring.
OR 18	IA shall work closely with the DC-MSME in developing work flow, escalation procedures and reporting mechanism for resolution of queries / grievances through different resolver groups and providing relevant updates to the FAQ database / Knowledge bank.
OR 19	IA shall propose process improvement initiatives on a quarterly basis to improve productivity, efficiency and quality of service. These initiatives shall be jointly discussed with the DC-MSME and the IA shall implement the initiatives approved by the IA.
OR 20	The DC-MSME has the right to conduct random quality of service audits with respect to processes, Service Levels compliance, reports or any other parameters at any time without prior notice to ensure adherence, accuracy and reliability of service.
OR 21	IA should provide a Business continuity plan in conjunction with NIC, to address resumption of services in the event of disruption of services (natural or man-made).
OR 22	The IA shall provide policies and procedures to monitor the quality of service in the Portal, including but not limited to, various quality measures, sampling techniques, minimum sampling sizes etc. for monitoring the quality of service.
OR 23	IA should ensure that each of its system administrators is at least a graduate with at least 3 years of testing, installation experience; preferably having experience in Government related processes.
OR 24	As it is desired to operate the system within the NIC, all maintenance and service technicians of the IA who need to work onsite with the system shall, unless

	otherwise agreed to with the DC-MSME, be located at the NIC.
OR 25	<p>The IA shall provide qualified and adequate number of resources to provide support to - and resolve the issues raised through - the Helpline as indicated in Section 5.12.</p> <p>The IA shall ensure all helpline queries are picked up with reasonably quick response time, and logged with information on the query, support provided, escalation required, and final status. The IA shall finalize the requirements for the handling of queries through Helpline during the SFS&RD phase.</p>
OR 26	Left blank.

7.2 Testing Requirements

The DC-MSME will undertake Testing Portal through a third party, as soon as the IA declares the system to be ready for this purpose before Go-Live and before every major release / upgrade of the system as mentioned in Sections 6.5 and 7.1. The IA shall coordinate with the DC-MSME and/or the nominated agency for performing the acceptance testing and audits. The system should facilitate testing and audits by supporting the following requirements.

OR 27	<p>Testing:</p> <p>The IA shall design the software testing strategy and Plan including traceability matrix, Test Cases and conduct testing of various components of the software developed/customized for the National Portal. The software testing shall include Unit Testing, Integration Testing System Testing, Performance Testing, UI testing, and other testing for functional and non-functional attributes.</p> <ol style="list-style-type: none"> 1. The development and testing of the System will be performed at the premises of the IA. 2. The ultimate responsibility of testing the system and ensuring it complies with the requirements of this RFP and subsequently in the SFS&RD, rests with the IA. 3. The IA shall ensure that all the system/ application software upgrades/releases are appropriately tested in the staging area and are applied on production servers only after such comprehensive testing and after approval from the DC-MSME. 4. DC-MSME shall conduct User Acceptance Testing (UAT) for all major releases. During the UAT, DC-MSME may ask the IA to gather feedback from a sample of users that the DC-MSME may identify, and it shall be IA's responsibility to gather feedback from the sample of users. 5. In case of involvement of a Third Party testing agency (TPTA) by the DC-MSME, IA to provide complete support to the TPTA. IA shall be responsible to get the required certification from the TPTA before the Go-Live date. The TPTA shall include the following items at a minimum for testing and certification. <ol style="list-style-type: none"> a. The functionality of the application b. Performance testing c. Usability testing
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	<p>d. Security testing</p> <p>e. Conformance to e-Governance standards</p> <p>6. Deficiencies figured out during the testing by the TPTA s shall be rectified by IA to the complete satisfaction of the DC-MSME at no additional cost. Only on closure of these deficiencies by the IA will the system be ready for go-live.</p> <p>Any downtime/system outage of the system caused by applying such patches shall be attributed to the IA as system downtime and may attract penalties as per Service Levels.</p>
OR 28	<p>1. IA shall ensure that the Portal application is tested / accredited by a third party security audit agency before integrating with e- payment gateway. IA to get the required Security Audit Certification from any of the empanelled Security Auditors (list available on http://www.cert-in.org.in/) before integration with the e-payment gateway.</p>
OR 29	Left blank.

7.3 Audit Requirements

The DC-MSME will undertake Audit of the Portal through a third party, as soon as the IA declares the system to be ready for this purpose before Go-Live and before every major release / upgrade of the system as mentioned in Sections 6.5 and 7.1. The IA shall coordinate with the DC-MSME and/or the nominated agency for performing the audits, and complying with the following requirements at a minimum.

OR 30	<p>Audits:</p> <ol style="list-style-type: none"> 1. The DC-MSME shall appoint / use services of a third party audit agency (TPAA) to conduct scheduled and unscheduled quality audits on a regular basis. IA to provide complete support to the TPAA. Deficiencies figured out in these audits shall be rectified by IA at no additional cost. 2. IA is responsible to get the Portal's Security Audit Certification from a third party Security Auditor before hosting the Portal in the Data Centre. The audit shall be performed to identify application level vulnerabilities and various web attacks such as (but not limited to) SQL Injection, CRLF Injection, Directory Traversal, Authentication hacking/attacks, Password strength on authentication pages (Hypertext Transfer Protocol (HTTP) & Hypertext Mark-up Language (HTML) form), Scan JavaScript for security vulnerabilities, File inclusion attacks, Exploitable hacking vulnerabilities. After launch of the Portal, 3. IA shall be responsible for ensuring that the Portal application is accredited by a third party security audit agency (empanelled Security Auditors list available on http://www.cert-in.org.in/) before integrating with payment gateway. 4. IA shall provide security audit certification on a yearly basis during the Agreement Period. The audit report has to be submitted to the DC-MSME. <p>IA shall bear the costs of audits mentioned in points 2,3,4 above.</p>
OR 31	<p>Quality Audits:</p> <ol style="list-style-type: none"> 1. The DC-MSME shall conduct scheduled / unscheduled quality audits to evaluate the performance of the Portal application and related components on a wide range of parameters, including parameters that may not be part of Service

	<p>Levels. Scheduled quality audits shall be at regular intervals. The DC-MSME reserves the right to conduct un-scheduled quality audits as and when required over and above the scheduled quality audits. Audit shall also be performed to ensure that the Service Levels monitoring processes have been firmly put in place. Deficiencies figured out in these audits shall be rectified by IA at no additional cost. Such audits would certify the following:</p> <ol style="list-style-type: none"> Accurateness & reliability of the Service Levels monitoring tool and details being projected by the Service Levels monitoring system. Completeness of the Service Levels monitoring system, in terms of information being captured and projected. <p>The DC-MSME shall bear the cost of all scheduled or unscheduled Quality audits.</p>
OR 32	<p>Additional Audit Requirements</p> <ol style="list-style-type: none"> The system should ensure that records in the portal, in the event of deletion, are not permanently deleted, but are only marked for deletion. For all transitions of workflow, the system shall maintain separate record for each stage of the workflow along with the metadata such as the timestamp of entry into the stage, timestamp of exit, performer in that phase, etc., to help track movement across workflows, analyse process efficiencies and help in audit of the transactions. The system should be designed to track online all grievances. The system should provide audit trails and reports for all transactions, and changes performed by the content administrators, DC-MSME Admin, and system administrator including configuration and content-related changes. <p>Additional Compliance/Certification Requirements, if any</p> <ol style="list-style-type: none"> The IA shall provide support to any Third Party Quality Certification/Other Compliance Agency (e.g. STQC) appointed by the DC-MSME or as required under Gol guidelines. The IA shall bear the costs for getting such certifications/compliances and also of all rectifications and changes resulting from such procedures.
OR 33	Left blank.

7.4 Migration of Current & Historical Data

The current website of the DC-MSME mainly consists of static data such as texts, links and a few downloadable documents stored as file format PDF. All contents that are available now need to be transferred into the Portal. The IA should address the following requirements at a minimum for migrating the data from the current website of the DC-MSME to the Portal and shall gather detailed requirements during the SFS&RD phase.

OR 34	The IA shall define the data that needs to be migrated to the Portal during the SFS&RD phase.
OR 35	The migration of data shall be one of the activities of the Project Plan. The IA shall ensure that the migration of data is completed prior to Go Live and is approved by the DC-MSME.
OR 36	Left blank.

7.5 Uploading of Offline Data

As the DC-MSME would continue to get offline data including but not limited to, the applications sent by the MSMEs for the various schemes and support programs, the IA shall ensure that the following requirements at a minimum, are addressed by the system.

OR 37	The IA shall gather detailed requirements for the offline data to be uploaded including type of data, formats, and the meta data that shall be associated with the offline data and the database tables of the system that the uploaded offline data shall populate, during the SFS&RD phase.
OR 38	The IA shall, in consultation with the DC-MSME, define the interface required for the uploading of offline data and the requirements for the scheduling of such uploads, if any, during the SFS&RF phase.
OR 39	The system should provide configurable access for the uploading of offline data and verification of the uploaded data. By default, all the nodal administrative officers should be able to upload the offline data.
OR 40	The system should capture the uploading of data as a transaction in the audit trail.
OR 41	The system should provide for editing of the uploaded offline data by users with appropriate access.
OR 42	The system should allow data uploads (e.g. uploads of extended markup language (XML) file / Excel file / American Standard Code for Information Interchange (ASCII) file, portable document format (PDF), and other commonly used file formats) or data transfer to/from other applications. Such data transfers should be encrypted using Secure Socket Layer (SSL) 3.0 128 bit encryption and include measures to ensure that the same is complete and accurate.
OR 43	Left blank.

7.6 Problem and Incident Management

The problems and incidents (referred to as 'Incidents' for the purpose of this RFP) associated with the system may be characterized as follows:

1. Those that are recorded and tracked to closure by NIC: These are problems related to infrastructure, network and network elements and recorded or discovered during periodical system assessments.
2. Those that need to be tracked to closure by the IA. These include, but are not limited to, user-reported issues, problems diagnosed during analysis by the IA, problems reported by audit agencies.

Although, the IA has the direct responsibility for only the latter category of problems mentioned above, the IA shall also maintain oversight on the incidents recorded and tracked to closure by NIC. The Bidders shall define how the following requirements would be addressed at a minimum:

OR 44	The IA shall maintain logs of all incidents and their relevant details including description of the problem, time stamp, likely immediate preceding events that may have caused the problem, the system context, the responsibility allocation for closure, current status, and other relevant details.
OR 45	There should be a clear definition of 'Incident' and 'Problem' and their categorization based on criticality, priority, etc.
OR 46	The IA shall record, track and manage all incidents in the system including those that are maintained by the NIC.
OR 47	The IA shall obtain 'incident logs' from the NIC and perform periodical analysis of them including root-cause analyses to ensure appropriate corrective steps are taken.
OR 48	The IA shall, during the SFS&RD phase, shall define the categorization of Incidents, priority levels, target resolution times, responsibility allocation, reporting formats and frequencies, and escalation procedures for the various types of incidents, taking into account the service level metrics provided in vol III of the RFP and in consultation with the DC-MSME and NIC.
OR 49	The IA shall ensure that there is clear ownership for every Incident, especially if the incident is of high priority ("Incident Owner").
OR 50	The IA shall ensure that the response times, resolution times and status updates are measured on a weekly basis and are reported monthly.
OR 51	The IA shall store an emergency Contact number of NIC to be able to contact and take status updates. This contact must be reachable till the closure of the incident.
OR 52	The IA shall work with NIC to provide root-cause analysis for all Critical and High incidents within the appropriate service level metric mentioned in vol III of RFP.
OR 53	Incidents which have failed to meet the Service Levels and which are unresolved should be alerted to the DC-MSME.
OR 54	Left blank.

7.7 Payments and Collection

The DC-MSME shall, from time to time, define the fee structure for (a) applying to various schemes and support programs, and (b) for utilizing other databases, reports and information published on the Portal (referred to as Paid Services for the purpose of the following requirements). The MSMEs are expected to make payments, either offline or online, for utilizing such Paid Services. The IA shall ensure the following requirements, at a minimum, are adhered to regarding the collection and processing of payments and shall gather detailed requirements during the SFS&RD phase

OR 55	The system shall provide the description of the latest fee structure for the Paid Services in their respective sections in the Portal.
OR 56	The system shall provide a facility for the MSMEs to make online payments for availing the Paid Services. However, the MSMEs can make payments offline too.
OR 57	The IA shall ensure that the payment gateway interface of the system adheres to all the functional requirements mentioned in Section 5.3.3 and technical requirements mentioned in Section 6.4.
OR 58	For online payments, the system should provide a report with a list of transaction

	details as described in more detail in Section Error! Reference source not found. . The DC-MSME users should be able to print these details as a report or export these details in excel for any purpose including reconciliation of payments.
OR 59	For offline payments, the IA should ensure that the DC-MSME users, with the appropriate authorization, can enter the details of payments received from the MSMEs against their applications using the ARN mentioned in Section 5.3.3 as the reference number.
OR 60	The IA shall send all the reports required for reconciliation of payment data to Project Management Unit.
OR 61	Left blank.

7.8 Legal Requirements

The detailed legal requirements are part of Vol III of the RFP.

7.9 Off-the-Shelf Solutions

OR 62	The IA shall document any off-the-shelf components to be used for the development of Portal and seek prior permission of the DC-MSME before their usage.
OR 63	The IA should clearly state the ownership of the intellectual property of the ready-made products or reusable components used in the System and ensure that the usage of these components conforms to the licensing terms between the DC-MSME and the IA. The DC-MSME shall review the same and the IA shall use these components only after prior permission of the DC-MSME.
OR 64	After obtaining an in-principle permission to use the declared off-the-shelf components in the system, it shall be the responsibility of the IA to enter into proper agreements with the owners of the intellectual property of the off-the-shelf components used in the system, to the satisfaction of the DC-MSME and shall furnish the same to the DC-MSME when required.
OR 65	The IA should ensure that the licenses required of any off-the-shelf components used in the System after prior approval from the DC-MSME must be perpetual licenses purchased in the name of the DC-MSME.
OR 66	The IA shall bear all the costs of the licenses of the off-the-shelf used in the system and there shall be no payment from the DC-MSME for any of the off-the-shelf components.

7.10 User Documentation

OR 59	The IA shall provide detailed user manual for the system features and use cases, navigations, and frequently asked questions (FAQ).
OR 60	The user manual shall contain a short description of all functions provided by the system. Additionally all features of the system shall be described with the help of use cases and scenarios and how to accomplish their objectives, and shall contain screenshots and other illustrations to help the user to understand the features.
OR 61	The IA shall continually update the user manuals and the FAQ based on changes to the system.

OR 62	The IA should provide online access to user manual and shall ensure that the online user manual provides access to only the sections relevant to the role of the user.
OR 63	Left blank.

7.11 Training Requirements

This section provides the requirements for training of the DC-MSME users and other users appointed by the DC-MSME for training on the Portal (“Designated Officials”). The DC-MSME shall provide a list of the Designated Officials for training on the Portal as to the IA for the Initial Training and for all Subsequent Trainings. The DC-MSME shall ensure adequate availability of training facility and required transportation for the trainees.

OR 67	The IA shall provide training to the Designated Officials for the initial use of the system according to the Implementation Schedule provided in Section Error! Reference source not found. (“Initial Training”) and also before all major releases / upgrades of the Portal as part of the Product Roadmap mentioned in Section 8.5 (“Subsequent Training”).
OR 68	For the Initial Training, the IA shall gather the number and list of the Designation Officials and finalize the training schedule in consultation with the DC-MSME during the SFS&RD phase. For all Subsequent Trainings, the IA shall gather the number and list of the Designated Officials and finalize the training schedule in consultation with the DC-MSME before making any major releases of the system or as and when the DC-MSME requests such training.
OR 69	The IA shall draw up a systematic training plan (“Training Plan”) for providing hands-on training on all modules related to the day to day operations and procedures in the system to the Designated Officials for the Initial Training, and similar plan for each of the Subsequent Trainings. The IA shall ensure that the plan for the Initial Training is in line with the project plan submitted by the IA as part of the Project Deliverables indicated in Section 9.2 and also in line with the Implementation Schedule indicated in Section 9.1.
OR 70	The Training Plan shall include, but not be limited to detailed training needs assessment, detailed training curriculum, training calendar, designated trainers from the IA and feedback collation, and shall ensure that all the Designated Officials are trained sufficiently before they can access the system or its latest changes.
OR 71	The IA shall design the Training Plan and curriculum in consultation with the DC-MSME so that the on-going/ regular operations are not unduly affected.
OR 72	The curriculum for the training shall include, but not be limited to, training on user access features and role-based privileges, entering and monitoring schemes, workflows for receiving and approving applications, tracking applications, generating and accessing reports etc.
OR 73	IA shall be responsible to provide expert trainer(s) for conducting trainings in the premises of the DC-MSME at New Delhi, and facilitated by the DC-MSME.
OR 74	IA has to ensure distribution of necessary course material and reference manuals (user/ maintenance/ administration) to the trainees.

OR 75	The IA should ensure that the batch size for one training session is maximum 25.
OR 76	IA shall develop robust, effective and easy to use “audio visual Computer Based Training” courses and upload them on the Portal for access by authorized users.
OR 77	The IA should continually update all training and user manuals, and all audio visual material including computer based training.
OR 78	The IA shall identify a few user roles / individuals from each major user category for a ‘train the trainer’ type of training. These individuals shall be trained in-depth on the system to make them the local ‘experts’ of the system.
OR 79	Left blank.

7.12 Content Development

DC-MSME shall be responsible for all the content development of portal and sharing the same with IA including:

1	The DC-MSME shall provide the list of current schemes and their scope / applicability to MSMEs and other users of the system.
2	The DC-MSME shall provide the list of new schemes to be incorporated into the system after the “Go-Live” date and the details of the schemes, workflows, roles, business rules, and other required details as ‘additional features’ required in the system.
3	The DC-MSME shall provide the list of economic parameters for classifying MSMEs.
4	The DC-MSME shall provide details of the active MSME Associations including but not limited to, their location and contact details.
5	The DC-MSME shall provide the current organization structure and the details of the Administrative Officers at each node of the DC-MSME organization and their roles and responsibilities for the updation of schemes, approval of applications, etc. A snapshot of the organization structure of the DC-MSME is provided in Annexure Error! Reference source not found. and also more detailed information from the following URL: http://www.dcmsme.gov.in/MSME-DO/sidonetwork.htm This organization structure is indicative and may not be the latest. The IA shall gather detailed requirements on the latest organization structure of the DC-MSME during the SFS&RD phase.
6	The DC-MSME shall provide the list of economic parameters for classifying MSMEs.
7	The DC-MSME shall provide details of the active MSME Associations including but not limited to, their location and contact details.

8 Solution Delivery

This section provides the requirements associated with the methodologies and the project management frameworks associated with the project Implementation and subsequent releases post Go-Live date, and covers the following sub sections:

- a) Software Development Life Cycle: Bidders must describe their software development life cycle (SDLC) for the Portal. This includes, but is not limited to:
 - a. Description of the SDLC with its constituent delivery phases
 - b. Work break down structure of tasks upto a level of granularity that provides sufficient clarity on interdependencies.
 - c. Release, Installation and Go-Live Processes
 - d. Product Roadmap
- b) Project Management: This section includes, but is not limited to, the following:
 - a. Guidelines for the selection of the appropriate project management framework
 - b. Major project phases and milestones
 - c. Project management processes and tools used for the monitoring of the project.
- c) Indicative implementation schedule

8.1 Software Development Lifecycle

SD1	Bidders shall clearly state the software development life cycle (SDLC) that they would follow during the development of the system and subsequent maintenance during operations.
SD2	Bidders must also indicate the phase gate reviews, the points of escalation and reporting on the SDLC that they would perform during the development of the system and during subsequent operations.
SD3	Bidders must provide details of tools used for the development of the system.
SD4	Bidders must provide detailed plan of execution of each phase of the SDLC by way of Gantt charts and indicate critical activities.
SD5	Post award of the contract, the IA shall keep updated all the plans related to the SDLC and shall integrate them into the Project Plan and also keep the DC-MSME updated of any changes.
SD6	Any changes to the SDLC phases, plans, standards and tools adopted must be communicated to the change control board (CCB) appointed by the DC-MSME and the IA should seek prior permission before incorporating the changes.
SD 7	Left blank.

8.2 Project Management

SD 8	Bidders shall clearly state the project management methodology that they would use during implementation of the project and during the subsequent operations.
SD 9	The project management framework must follow the guidelines provided by the Project Management Institute (PMI). The framework shall provide details of coverage across the project phases and knowledge as indicated by the PMI.
SD 10	As part of the above project management framework, the bidders shall specifically

	provide a 'risk register' for the project and a risk management framework to maintain and track the risks throughout the project.
SD 11	Bidders must provide a work breakdown structure (WBS) for the project in line with the Implementation Schedule provided in Section 9.1 and highlight critical tasks or activities. Bidders shall also identify the onsite and offshore components of work, both during the development of the project and during operations.
SD 12	Bidders must identify all checkpoints within their methodology where the DC-MSME acceptance/sign-off is required. In addition, they must explain how each of the following processes will be performed and what role the DC-MSME would have in the process: <ul style="list-style-type: none"> a. System testing (including load and performance testing) b. Acceptance testing verification and validation c. Risk Management
SD 13	Bidders shall provide detailed Gantt charts that provide a good visual indication for the following: overall project schedule, milestones, work breakdown structure, resource loading, interdependent activities, and other activities impacting the project progress and successful implementation.
SD 14	Bidders must indicate the project management tool that they would use during the development and operations of the project.
SD 15	Bidders must ensure that the selected project management tool provides an integrated view of project schedule, SDLC, resources, tasks, risks, milestones, defect tracking, and generation of project status reports. Further, the tool shall be web-based and shall provide role-based access.
SD 16	The IA shall provide regular project status reports by week, month, quarter covering, but not limited to the following: risks, issues, task status, SDLC phase status, milestone status and overall progress of the project. The IA shall gather detailed requirements for the required set of project reports and metrics during the SFS&RD phase.
SD 17	The DC-MSME shall appoint a Change Control Board (CCB) to review the change requests received from the IA along with their impact analysis, recommended approach, estimated effort and 'total cost'. The CCB shall be the final authority for approving or rejecting the change requests. The IA shall schedule only those change requests into the next releases that are approved by the CCB.

8.3 Adherence to Standards

The system shall be based on - and be compliant with – the latest industry standards wherever applicable. This will apply to all the aspects of system including but not limited to design, development, security, installation, and testing. The system shall adhere to the following list of standards at a minimum.

Workflow design :	Workflow Management Coalition (WFMC) standards
e-Governance	Department of Information Technology (DIT) guidelines available at http://egovstandards.gov.in

Application Standards:	
Information access/transfer Protocols:	Simple Object Access Protocol (SOAP), Hypertext Transfer Protocol (HTTP)/ Hypertext Transfer Protocol Secure (HTTPS)
Interoperability :	Open standards, Web services
Scanned documents:	Inputs formats acceptable: Portable Network Graphics (PNG), Tagged Image File Format (TIFF), Joint Photographic Experts Group (JPEG), Portable Document Format (PDF) (Resolution of 150/300dpi)
Document encryption:	Public Key Cryptography Standards (PKCS) specifications
IT Infrastructure management	Information Technology Infrastructure Library (ITIL) / Enterprise Information Technology Management (EITM) specifications
Service Management	International Organization for Standard (ISO) 20000 specifications
Project Documentation	IEEE/ International Organization for Standard International Organization for Standard (ISO) / Capability Maturity Model Integration (CMMi) specifications for documentation

Table 9: List of Standards for Compliance

8.4 Post-Delivery Support

The requirements for post-delivery support are covered in Section 7.

8.5 Product Roadmap

The system would have ongoing additional requirements based on the needs expressed by the stakeholders from time to time during the Agreement Period.

SD 18	The IA shall maintain a 'product roadmap' throughout the Agreement Period and shall record the needs expressed by the DC-MSME and other stakeholders ('additional features') from time to time.
SD 19	The IA shall for providing additional clarity, breakdown the 'additional features' into product use cases, and maintain them in a 'product use case table'. The IA shall use the 'product use case table' for discussions with the DC-MSME for prioritizing the requirements in the product roadmap for implementation as mentioned below.
SD 20	The IA shall prioritize these requirements in 'product phases' based on the (a) requirements of the stakeholders, (b) initial impact analysis and initial estimation performed by the IA and (c) review discussions and final approval of the DC-MSME to schedule the features for development.
SD 21	The IA shall provide the stakeholders avenues to communicate their further requirements and needs of the system. The avenues shall include, but not be

	limited to, the information received through ‘feedback’ and ‘contact us’ links on the system,
SD 22	The IA shall establish a timetable for periodical product roadmap and product use case reviews with the DC-MSME and shall schedule the ‘additional features’ for release based on the review comments and final approval of the DC-MSME.
SD 23	Left blank.

8.6 Process for the Implementation of Additional Features

This section provides details on the process to be followed for the implementation of the ‘Additional Features’ described in Section 10.

SD 24	DC-MSME shall, from time to time, indicate to IA, the list of shortlisted ‘Additional Features’ (Shortlisted Additional Features) that should be implemented.
SD 25	The IA shall identify the use cases relevant to the shortlisted Additional Features from the product use case table mentioned in Section 8.5. If such use cases are not yet developed, then IA shall develop detailed use cases for the Shortlisted Additional Features and add them to the product use case table.
SD 26	The IA shall provide effort estimates in terms of person-hours for the set of use cases relevant to the Shortlisted Additional Features.
SD 27	The IA shall provide a basis for the above estimation and shall ensure that such estimation is consistent and standardized throughout the Agreement Period.
SD 28	The IA shall provide the estimated effort for each of the Shortlisted Additional Features’ and also the aggregated total effort in the form of a table (estimation table) and according to the product roadmap and the product use case table as mentioned in Sections 8.5 and 8.6
SD 29	The ‘estimation table’ shall also include the effort required for system administration, migration of old data, retraining of users if required and such other activities that are required for the successful implementation of the Shortlisted Additional Features’.
SD 30	The IA shall update the system release plan taking into account the Shortlisted Additional Features and shall provide the updated system release plan to the DC-MSME along with all supporting data.
SD 31	The DC-MSME shall review the effort required for the next release and may indicate its approval either in full or in part for a few of the Additional Features, or request the IA for modifications based on the suggestions of DC-MSME or outright cancel one or more of the additional features.
SD 32	The IA shall implement the next release based on the approval from the DC-MSME and ensure the implementation of the release conformance to all the solution delivery requirements mentioned in Section 8.

8.7 Solution Constraints

This section provides details of the constraints for the implementation of the system:

1	Implementation environment: It is intended to operate the system within the environment of the National Informatics Centre (NIC).
2	Software Architecture: Open source software platform, operating system should be used. If the IA is suggesting non-open source components including database, the IA should provide a justification for their usage and provide vendor-neutrality in the architecture.
3	Schedule Constraint: The project should be completed with Go-Live within 9 months since the award of the contract to the IA.
4	Access constraints: The system should load fast even on low bandwidth network lines.

9 Implementation Schedule & Project Deliverables

This section provides indicative project implementation schedule and indicative list of deliverables that should be delivered at a minimum, at various stages of the project.

9.1 Implementation Schedule

A high level schedule is suggested below. IA to evaluate and come out with a detailed schedule to meet the various milestones provided below:

Activity	M0	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12
Award of Contract to IA													
Preparation of the SFS&RD and detailed project plan.													
Detailed design for the portal and approval from DC-MSME													
Design and Development of the Portal													
End to end system testing of the Portal to be performed by the IA and report submitted to the DC-MSME (pre-deployment)													
Deployment in NIC and onsite system testing													
User Acceptance Testing of the Portal													
Capacity Building (Training of the DC-MSME and other Government personnel in using the Portal)													
Date of Go Live													
Stabilization & Quality Control													
Operations & Maintenance of the Portal													

Legend

M0, M1, ...	Calendar months
	Indicative timeline and coverage of the respective activity
	Stage gate, involves review with DC-MSME, changes if any based on review, approval and baselining of the deliverables of the activity
	Formal closure of the Implementation phase and commencement of Operations & Maintenance
	Activity continues into operations phase according to the requirements set out in Section 7 of Vol 1 and overall SLA requirements of Vol III of the RFP.

Figure 13: Implementation Schedule

9.2 Project Deliverables

The IA has to submit a list of deliverables to the DC-MSME as part of an assurance to fulfil the obligations under this RFP at various points of implementation of this project and during the Operations and Maintenance phase.

The table below provides an indicative list of deliverables. The actual final list of deliverables will be jointly decided between the DC-MSME and the IA (Final Project Deliverables), and the same would be mentioned in the Master Services Agreement as mentioned in Vol III of this RFP. The IA shall be responsible to provide all the Final Project Deliverables.

The timelines indicated below are indicative and are with reference to the implementation schedule provided in Section 9.1. The timelines for producing each of these deliverables shall be in line with - and closely linked to - the overall project timeline indicated in the Project Plan (part of deliverable # 3 below). Any conflict with respect to project and/or deliverable timelines will have to be resolved by the IA in consultation with the DC-MSME and/or its designated agencies and approved by the DC-MSME. Thereafter the approved timelines will have to be adhered to by the IA, unless specified otherwise.

Sl. No	Deliverable(s)	Indicative Timeline
1	Signing of Agreement	M0
2	Performance Bank Guarantee (PBG) for a specified amount	M0
3	Detailed Project Plan for Design, Development & Implementation of DC-MSME Portal Project (within 2 weeks from award of contract). The plan should clearly identify all the milestones and deliverables together with the tasks and time & resource allocation.	M1
4	System Functional Specifications and Requirements Document	M1
5	Technical / System Design Document including but not limited to <ul style="list-style-type: none"> • Logical and Physical Data base Design • Logical Data Dictionary and data / file formats • Component, and Deployment Views of the Application • Collaboration, Class diagrams in UML notations • Security and Features • Performance Features • Interface / Control Design Features • Traceability Matrix • Document on Testing Approach for the system, along with the test cases and test results including but not limited to <ul style="list-style-type: none"> • Type of Inputs (functional / performance / stress / acceptance / structural) also including Test Coverage / boundary conditions • Machine Configuration • Test Assumptions • Exact test stimuli as applicable 	M2

Sl. No	Deliverable(s)	Indicative Timeline
	<ul style="list-style-type: none"> Response Time / Execution Time / Throughput Behavioural Specifications (i.e., Input, output and Process details, pre and post conditions) 	
6	a. Detailed system test plans and test cases for the functional, technical and other requirements mentioned in this RFP. The testing should include, but not be limited to testing of functionality, usability, performance, availability, and interfaces. b. System tested Portal	M3 M6
7	a. IT Infrastructure solution encompassing Servers, storage, System Software, including the equipment to be setup at NIC (including for the disaster recovery centre at the NIC). b. Policy for periodic assessment of the IT & non-IT infrastructure at the NIC and request for provisioning if any based on usage and performance.	M3
8	Developed or customized solution	M7
9	Reports on various tests performed on the solution along with the results & plan for addressing the issues identified during Testing.	M7
10	Functioning data centre & disaster recovery centre	M7
11	User Acceptance Tested Portal with all features mentioned under Sections 5 and 6.	M9
12	a. Training to the Government Personnel	
13	a. Completion of Training for all other users b. Updated Training & User Manuals (Including Audio visual material such as Computer Based Training (CBT))	M9+
14	a. Defect Free Application Software components and other automation requirements including Source Code, library files, DLL's, Setup programs, Documentation, etc. b. Documentation with ISO27001 for the scope of work discussed in the RFP. c. Updated & final System Requirements and Design Documents d. Maintenance Manuals for Administration and Maintenance of Portal e. Standard Operating Procedures in the form of Operations manual for the different types of end users. f. Service Levels measurement system and Monitoring tool g. Third Party audit of Payment Gateway	M11
15	IA shall maintain log of the internal reviews of all the deliverables submitted to the DC-MSME or the agency designated by the DC-MSME. These logs shall be produced to DC-MSME on request. The IA shall obtain the sign-off from the DC-MSME for all the documents submitted for this Project and shall make necessary changes as recommended by DC-MSME before submitting the final version of the documents.	
16	a. Policy for the management of infrastructure at NIC. b. Security management policy c. Daily/Weekly/fortnightly/monthly Performance Monitoring Reports for the	M11

Sl. No	Deliverable(s)	Indicative Timeline
	System	
17	a. Post Implementation Support to The DC-MSME b. Management Information System Reports mentioned in Section Error! Reference source not found. and finalized in the SFS&RD phase.	M10+
18	a. Operational Document on Strategic Control of the DC-MSME over the Project as specified in RFP Volume III.	M11
19	At the end of each quarter during Operations & Maintenance phase: a. Various Weekly, monthly, quarterly reports including, but not limited to, Project Status, open issues, Project risks, etc. b. Updated system design documents, specifications (if any) c. Latest source code after every major release, application deployment files, configuration files for entire solution (if any) d. Updated operation manuals, user manuals, administration manuals, training manuals etc. (if any) e. Software change request logs etc. f. Project Documents including successful surveillance audit (as applicable)	M12+
20	Exit Management Plan	M11

10 Additional Features of the Portal not part of this RFP

As the scope of the National Portal is both very large and also difficult to conceptualize in one iteration, it is proposed to have a phased approach to developing the National portal. While this RFP provides the requirements for the first phase of the Project only, the IA is expected to keep the development scalable to accommodate the likely evolution of the Portal during the Agreement Period. Hence, a few indicative evolutionary requirements of the Portal are provided in this Section which may be further expanded during the SFS&RD phase. They are strictly not part of the scope of work as detailed in this RFP but the IA may keep the stated additional requirements in mind for the purpose of providing a scalable design of the Portal. Thus, the IA should take all the necessary measures and precautions such that the developed system can be scaled up smoothly to support following features at a later stage:

1. System shall provide full access of all services through mobile devices.
2. System shall provide facility for MSMEs to customize and personalize the Portal for a unique web view.
3. System shall help provisioning of free hosting of the customized MSME websites with multiple pages (with certain limitations that have to be identified).
4. System shall enable MSMEs to interact real-time and exchange communication with other MSMEs / Large enterprises / multi-lateral agencies/ other government bodies/other relevant stakeholders
5. System shall provide multi-lingual support in other 'schedule languages'

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Annexure 1: List of Schemes of the DC-MSME (Indicative only)

The following list provides a few details about the current schemes and support programs (indicative only) offered by the DC-MSME. The IA shall gather detailed requirements of all the schemes and support programs including workflows and approval roles and stages. In the list below, the scheme category is indicated as a merged cell across the columns followed by details of its sub-components.

Sl. #	Name of Scheme	Objective(s) (Description) & Nature of Assistance	Nature of assistance	Who can apply
1	'Providing Financial Assistance on Bar-Code' an NMCP Scheme			
A	Reimbursement of registration fee for Bar coding	The financial assistance is provided towards 75% reimbursement of only one-time registration fee and 75% of annual recurring fee for first three years paid by MSEs to GS1 India for using of Bar Coding.	Funding support for reimbursement of bar code registration fees.	All MSMEs with EM registration.
2	'Support for entrepreneurial and managerial development of SMEs through incubators'- an NMCP Scheme			
A	Support for setting up of 'Business Incubators'	To provides early stage funding for nurturing innovative business ideas (new indigenous technology, processes, products, procedure etc.) which could be commercialized in a year. Any individual or MSME having innovative idea near commercialization can apply to the host institution (e.g. (IITs, NITs, Technical colleges, research institutes etc.). The host Institutions can apply to office of DC-MSME or their nearest DIs for application.	Funding support for infrastructure development and pilot projects.	Any individual or MSME through the 'host institution'.
3	Enabling manufacturing sector to be competitive through Quality Management Standards and Quality technology tools'- an NMCP Scheme			
A	Funding support for conducting 'QMS Awareness' workshops	To organize awareness campaigns to sensitize MSMEs, students from it is on Quality Management Standards/Quality Technology Tools and related DC-MSME schemes	Funding support for conducting training and awareness activities.	Expert organisations and industry associations.
B	Funding support for conducting competition watch , study and analysis	to provide funding support for conducting studies for benchmarking of competitors, basis their products in Indian market , production centres, marketing strategies and undertaking Technical Exposure visits	Funding support for conducting analytical studies.	Competent agencies and technical experts
4	Funding support for implementing pilot projects related to quality standards			

Sl. #	Name of Scheme	Objective(s) (Description) & Nature of Assistance	Nature of assistance	Who can apply
A	Funding support for introduction of appropriate course modules in technical institutions	To develop and introduce training course modules and diploma-level courses in technologies like six Sigma tools, 5S, Kaizen tools, etc., at ITIs	1. Capacity building of Technical institutions like ITIs and polytechnics, etc. 2. Funding support for development of course modules.	National and International consultants can apply through expert organisations like Quality Council of India and Indian Institute of Quality Management etc.
B	Participate in 'QMS/QT awareness' workshop	to sensitize MSMEs on Quality Management Standards/Quality Technology Tools and related DC-MSME schemes	Skill development.	All MSME units, Students from ITIs.
C	Participation in International Study Mission	The international studies and exposure tours will be offered to eligible micro & small enterprises on cost-sharing basis and establishing of a sub-committee to constantly monitor QMS/QT of different advance/ importing countries 2. Deputation of one MSE team per year to attend international events for first-hand study of advanced Quality Management Systems & Tools.	International studies as indicated in Description	All micro and small enterprises
5	Building Awareness on Intellectual Property Rights' (IPR) for the Micro, Small & Medium Enterprises- an NMCP Scheme			
A	Funding support for conducting assessment of IPR related needs of MSMEs	To promote assessment studies to identify the IPR needs of identified MSME clusters/industries and to recommend measures for strengthening of IP portfolio.	Funding support for conducting assessment studies.	Industry associations and other technical experts.
B	Funding support for conducting awareness workshops on 'IPR and related topics'	to build awareness of MSMEs, industry associations and other concerned stakeholders in IPR related issues and related DC-MSME schemes. The duration of workshops is typically 1 or 2 days with at least 30 participants.	Funding support for conducting awareness program.	Industry associations and other technical experts.
C	Funding support for conducting IPR awareness related activities with international agencies	To share of IPR related information with various countries and build co-operation on IPR related topics with international agencies.	Funding support for conducting awareness and training activities with international agencies.	Industry associations and other technical experts.
D	Funding support for conducting specialized training (SHORT/LONG-TERM) programs in IPR related topics	to provide technical inputs and support for facilitating efficient transfer of knowledge and skills on IPR and increase awareness of DC-MSME schemes	Funding support for conducting training and awareness activities.	Expert agencies.

Sl. #	Name of Scheme	Objective(s) (Description) & Nature of Assistance	Nature of assistance	Who can apply
6	Funding support for setting up of 'IP Facilitation Centre'			
A	Participate in 'IPR Awareness' workshop	To raise awareness of MSMEs on IPR related issues and related DC-MSME schemes. The duration of the workshop is typically 1-2 days.	Skill development.	All MSME units.
B	Participate in 'IPR' specialized training programs	Specialized long term (3-6 months) and short term (2-3 weeks) training programs are organized to provide technical inputs and support mechanisms for facilitating efficient transfer of knowledge and skills on IPR.	Skill development.	All MSME units.
C	Reimbursement of fee required for patent registration	The support program aims to encourage MSMEs towards patent registration for protecting their intellectual property, and secure their rights in this era of globalization	Reimbursement of expenditure incurred on patent registration.	All MSMEs with EM registration.
7	'Lean Manufacturing Competitiveness of Micro Small and Medium Enterprises (LMCS)' - an NMCP Scheme			
A	Funding support for implementing 'Lean Manufacturing' projects	to enhance the manufacturing competitiveness of MSMEs through the application of various Lean Manufacturing (LM) techniques	Financial assistance for implementing pilot projects.	a. Interested industry associations. b. Group of approx. 10 MSME units which qualify under MSME-Development Act, 2006 and form an SPV (Mini Cluster).
8	c. Setting up Mini Tool Room & Training Centres under PPP Mode'- an NMCP Scheme			
A	Funding support for setting up 'Mini Tool Rooms'	Financial assistance would be provided by Govt of India (GOI) to set up Mini tool rooms through a Public Private Partnership mode. The mini tool rooms aim to provide facilities to MSMEs for design and manufacturing of toolings.	GOI would provide funds to meet a part of the project cost, the extent of which would be determined through a competitive bidding process.	An individual, firm, company, association, NGO or society, SPVs set up by States in partnership with private partners, State Govt or State Agencies, other than NGOs.
B	Participate in training programs organized by MSME Tool Rooms	Financial assistance would be provided by Govt. of India (GOI) to set up Mini tool rooms through a Public Private Partnership mode. The mini tool rooms aim to provide facilities to MSMEs for design and manufacturing of toolings and provide training to improve the skill of tool markers.	Skill development and capacity building.	All individuals, MSMEs and large enterprises.
9	'Building Design expertise of MSMEs Manufacturing sector (Design clinic scheme)' - an NMCP Scheme			

Sl. #	Name of Scheme	Objective(s) (Description) & Nature of Assistance	Nature of assistance	Who can apply
A	Funding support for implementing 'Design' projects	To enable MSMEs develop new design strategies, get consultancy support from design experts and implement 'Design' projects. Note: · Academic institutes, design consultants can apply as co-applicants along with a designated MSME (prime applicant) · Individuals (e.g. design students) can apply as co-applicants in collaboration with the academic institution and MSME (prime applicant).	Funding Support for implementing Design Projects.	a. MSMEs or Group of MSMEs as prime applicants. b. Academic institutes, design consultants and individuals as co-applicants as mentioned in Description
B	Funding support for organising 'Design Awareness' workshops	Design awareness will be done through seminars, workshops and Design Need Assessment survey for the participant members of the selected clusters. The training will be on design clinic solutions delivered by an expert or group of experts in an interactive manner. This will also communicate the importance of design, its usefulness and its role in delivering business value.	Funding support to the organizers for conducting training & awareness activities.	Expert agencies.
C	Participate in 'Design Awareness' workshop	The purpose of these workshops is to sensitize MSMEs about the usage of design in various facets of their industry and increase awareness about related DC-MSME schemes. The total time allocated for each workshop is 3 - 5 days.	Skill Development.	Design students, professional designers, MSMEs , other stakeholders etc.
10	'Marketing Assistance and Technology Up-gradation of MSMEs' - an NMCP Scheme			
A	Enable participation of MSMEs in state/district level trade fairs and provide funding support	To Provide marketing platform to manufacturing MSMEs through enabling their participation in State/District level exhibitions being organized by State/District Authorities/Associations Note: The selection of participants would be done by the MSME-DIs post the submission of application. The total reimbursement will be max. Rs. 30,000/- per unit for the SC/ST/Women/Physically Handicapped entrepreneurs, while for the other units the max. limit will be Rs. 20,000/- per person per MSME unit. Reimbursement of 50% of to and fro actual fare by shortest distance/direct train (limited to AC II tier class) from the nearest railway station/bus fare to the place of exhibition and 50% space rental charges for MSMEs (General category entrepreneurs). For Women/SC/ST Entrepreneurs & Entrepreneurs from North Eastern Region GOI will reimburse 80% of items listed above.	a. Free registration for participating in trade fairs b. Reimbursement of rail fare and space rental charges	All MSMEs with EM registration.

Sl. #	Name of Scheme	Objective(s) (Description) & Nature of Assistance	Nature of assistance	Who can apply
B	Funding for conducting assessment and gap analysis related to packaging needs	To promote studies, assessment gap analysis with reference to the existing packaging procedures vis-à-vis the modern packaging techniques required for the export market.	Funding support (INR 10 Lakh) for conducting analytical studies.	Competent agency as per the EOI guidelines.
C	Funding support for conducting trade competition studies	The support program aims to conduct studies is to identify sectors in which the products are threatened by international competition due to issues related to marketing/branding strategies	Funding support for conducting market research and analytical studies.	Competent agency as per the EOI guidelines.
D	Funding support for conducting awareness workshops on 'Packaging Techniques'	To raise awareness on technology upgradation in packaging and building capacities and related DC-MSME schemes through organizing workshops (normally 1 day duration) for MSMEs	Funding support for conducting awareness activities.	Competent agency as per the EOI guideline.
E	Funding support for conducting skill development programs on 'Modern Marketing Techniques'	To impart training for upgrading the skills of cluster/product group members on modern marketing techniques. The training programmes will be designed and organized by the specialized institutes/industry associations by utilizing the services of the competent faculties from expert institutions. The programme will be designed for two days duration. The training of at least 20 persons in each cluster will be necessary.	Skill development.	Competent agency as per the EOI guidelines.
F	Funding support for implementation of pilot projects related to 'Packaging Techniques'	to promote adoption of modern packaging techniques through implementing pilot projects in select MSMEs	Funding support for conducting pilot projects.	Competent agency as per the EOI guidelines.
G	Funding support for setting up of 'Marketing Hubs'	Marketing hubs are being set up to provide facilities for B2B meeting among MSMEs, wholesale and retail marketing of MSME products, exploring the export opportunities for the MSME products ,to attract new customers and enhance the marketing reach of the MSMEs.	Financial assistance for infrastructure development.	Others.
H	Funding support to MSME for adopting Corporate Governance practices	To encourage MSMEs to adopt good corporate governance practices. Office of the Development Commissioner (MSME) will identify MSME units for participating in the corporate governance activities on the basis of request received through the MSME- DIs, Industries Associations and NGOs.	Financial assistance for adopting corporate governance practices.	All MSMEs.

Sl. #	Name of Scheme	Objective(s) (Description) & Nature of Assistance	Nature of assistance	Who can apply
I	Funding support to MSMEs belonging to North-East (NE) Regions for participation in marketing events	The Office of the DC (MSME) will identify MSME clusters / units from NE region for participation in selected marketing events and exhibitions for displaying their products & services	Reimbursement of registration fee and travel cost for participation in marketing events.	NGOs and Industry associations can receive requests from MSMEs
J	Participate in awareness workshops on 'Packaging Techniques'	To encourage MSMEs adopt latest packaging techniques and provide DC-MSME scheme related awareness. The workshop will normally be of one-day duration. Note: The selection of the MSMEs will be done on the basis of proposals received from MSME-Dis, industry associations, state govt and technical institutions.	Skill development.	All MSMEs.
11	'Technology and Quality Upgradation (TEQUP) Support to MSMEs'- an NMCP Scheme			
A	Funding for organizing awareness programs on Energy Efficiency	: To handhold the MSME clusters in adopting energy efficient processes. The awareness programme will normally be of one day duration with the participation of at least 30 MSMEs.	Funding support for organizing training and awareness activities on energy efficiency.	Expert organizations like PCRA, BEE, TERI, IITs, NITs etc. or State Govt. agencies like MITCON, GEDA etc., and the autonomous bodies of Central/State Govt
B	Funding support for conducting energy audits, preparation of audit reports and detailed project reports (DPRs):	To handhold the MSME clusters in adopting energy efficient processes, conducting energy audits and preparing related reports (audit reports, PRs)	Funding support to MSMEs, industry associations and expert agencies for conducting energy audits, preparing audit reports and DPR	MSMEs, industry-based associations of MSMEs and expert agencies
C	Funding support for implementing pilot projects on 'Energy Efficient Technologies':	to encourage MSMEs in adopting energy efficient technologies through implementation of pilot projects	Financial support through banks (SIDBI) to MSMEs for adopting energy efficient technologies	MSMEs.
D	Funding support for 'Product Certifications':	to provide subsidy to MSME units towards the expenditure incurred by them for obtaining product certification licenses from National Standardization Bodies or International Product Certifications	Reimbursement of expenditure incurred on product certification.	All MSMEs with EM registration.

Sl. #	Name of Scheme	Objective(s) (Description) & Nature of Assistance	Nature of assistance	Who can apply
E	Funding support for setting up of 'Carbon Credit Aggregation Centres':	to promote setting up of carbon aggregation centres in the potential clusters having adequate number of EET/Renewable Energy (RE) based projects	Funding support for infrastructure development.	MSME associations, Technical Institutions, ESCOs.
F	Participate in 'Energy Efficiency' workshop:	To encourage MSMEs adopt energy efficient processes and increase awareness about related DC-MSME schemes. The awareness programme will normally be of one day duration with the participation of at least 30 MSMEs	Skill Development.	All MSME units from the selected clusters
12	'Promotion of ICT in Indian Manufacturing Sector (ICT) '- an NMCP Scheme			
A	Funding support for conducting ICT Awareness Workshop	to sensitize the MSMEs in the identified cluster towards the benefits from the adoption of ICT tools in their production chain and business process through training and awareness workshops and increase awareness of related DC-MSME schemes	Financial assistance for conducting training and awareness activity.	Technology providers and IT partners as selected as per the guidelines in EOI.
B	Funding support for establishing National portal:	The scope of this activity includes setting up a National level portal connected with web portals at cluster level to facilitate e-commerce & e-catalogue related facility to MSMEs	Funding support for soft infrastructure upgradation.	Any Govt. agency / IT company selected on the basis of EOI.
C	Funding support for ICT infrastructure upgradation:	To support upgradation of ICT infrastructure of MSMEs in the selected clusters, a one-time subsidy of 25 per cent,(subject to the prescribed ceiling,)will be provided to the MSMEs on the institutional finance availed by them for procurement of ICT related hardware and software.	Funding support to MSMEs for infrastructure upgradation.	MSMEs.
D	Funding support for setting up of 'E-readiness Centre':	E-readiness centre will be set up for providing local solution and training of MSME staff: To establish an e-RC, the concerned SPV will provide land & building as per the requirement set out in the cluster-specific DPR The necessary hardware and software for the centre will be set up by the selected hardware vendor	Financial assistance for infrastructure development	The designated nodal agency along with SPV and IT vendors.
E	Participate in 'ICT Awareness' workshop:	To encourage MSMEs in the selected clusters to adopt ICT tools and increase awareness about DC-MSME related schemes. The programme duration may be of one or two days with participation of at least 30 potential units from the identified cluster	Skill Development.	All MSME units.
13	'Micro & Small Enterprises Cluster Development Programme (MSE-CDP)			

Sl. #	Name of Scheme	Objective(s) (Description) & Nature of Assistance	Nature of assistance	Who can apply
A	Funding support for cluster related hard interventions	To enhance and develop cluster infrastructure projects for facilities such as power distribution, water, telecommunication etc.	Funding support for cluster infrastructure development.	State/UT Governments through an appropriate state government agency with a good track record in implementing such projects.
B	Funding support for conducting soft interventions in MSME clusters	The several soft interventions include activities such as: General awareness, counselling, motivation and trust building, Exposure visits, Market development including exports, participation in seminars, Workshops and training programmes on technology upgradation etc.	Funding support for conducting training and awareness activities.	Implementing agencies like offices of MoMSME, offices of state governments, national and international institutions engaged in development of the MSE sector or any other institution/agency approved by the MoMSME
C	Funding support for preparing cluster level 'Detailed Project Report (DPR)	This support programs aims at conducting preparation of cluster level DPRs to analyse the technical feasibility and financial viability for setting up CFCs , infrastructural development project for new industrial estate/area/cluster and other aspects	Funding support for conducting analytical studies.	
D	Funding support for preparing cluster level 'Diagnostic Study Report (DSR)	This support programs aims at conducting DSRs to map all business processes of the cluster units, perform SWOT analysis, analyse problems and impediments, provide suggestions and a well-drawn action plan for enhancing competitiveness of the units of the cluster on a self-sustaining trajectory of growth		
E	Funding support for setting up of 'Common Facility Centres'	The support programs aims to set up CFCs including tangible "assets" like Testing Facility, Design Centre, Production Centre, Effluent Treatment Plant, Training Centre, R&D Centre, Raw Material Bank/Sales Depot, Product Display Centre, Information Centre, and any other need based facility for balancing/correcting/improving production line that cannot be undertaken by individual units	Funding support for infrastructure development.	

Sl. #	Name of Scheme	Objective(s) (Description) & Nature of Assistance	Nature of assistance	Who can apply
F	Funding support for setting up of common display centres for women	The GoI financial assistance (upto 40% of the project cost) shall be available to Associations of Women Entrepreneurs for establishing exhibition centres at central places for display and sale of products of women owned micro and small enterprises.	Financial assistance for infrastructure development.	Association of women entrepreneurs.
G	Participate in awareness programs on 'Cluster Development'	Soft interventions including general awareness, counselling, motivation and trust building, exposure visits, market development including exports, participation in seminars, workshops and training programmes on technology upgradation, etc., will be conducted in the cluster for sensitizing the cluster on cluster development activities and trust building.	Skill development.	All MSME units.
14	a. 'Credit Linked Capital Subsidy for Technology Upgradation (CLCS- TU)			
A	Capital subsidy support on credit for technology upgradation	MSMEs can get a capital subsidy (~15%) on credit availed for technology upgradation	Financial assistance for availing credit and loan.	b.Banks and financial institutions c. MSMEs need to directly contact the respective banks
15	d. Credit Guarantee Fund for MSEs			
A	Provision of collateral free credit for MSMEs	Funding support to Banks and FIs so that they can in turn lend collateral free credit to MSMEs	Funding support to banks and financial institutions	Banks and financial institutions
16	Scheme for 'ISO 9000/ISO 14001 Certification Reimbursement			
A	Reimbursement of certification fees for acquiring ISO standards	GoI assistance will be provided for one-time reimbursement of expenditure to such MSME manufacturing units which acquire ISO 18000/ISO 22000/ISO 27000 Certification	Reimbursement of expenditure incurred on acquiring ISO standards.	MSMEs with EM registration.
17	'Market Development Assistance (MDA) to MSMEs'			

Sl. #	Name of Scheme	Objective(s) (Description) & Nature of Assistance	Nature of assistance	Who can apply
A	Enable participation of MSMEs in international trade fairs and provide funding support	Encourage participation of representatives from MSMEs under MSME India stall at International Trade Fairs/ Exhibitions. Note: The selection of participants would be done by the MSME-DIs post the submission of application Reimbursement would be upto 75% of air fare by economy class and 50% space rental charges for MSMEs (General category entrepreneurs) such that the total subsidy on air fare & space rental charges will be restricted to Rs.1.25 lakh per unit and one person per MSME unit. For Women/SC/ST Entrepreneurs & Entrepreneurs from North Eastern Region Govt. of India will reimburse 100% of space rent and economy class air fare.	1.Free registration for participating in trade fairs 2.Subsidy on airfare and space rental charges	All MSMEs with EM registration.
B	Funding support for contesting anti-dumping cases	Funding support for initiating/ contesting anti-dumping cases by MSME Associations	Funding support for undertaking legal procedures.	Industry Associations.
C	Reimbursement of registration fee for Bar coding	To provide financial assistance towards 75% reimbursement of only one-time registration fee and 75% of annual recurring fee for first three years paid by MSEs to GS1 India for using of Bar Coding	Reimbursement of 75% of one time and recurring bar code registration fees	All MSMEs with EM registration.
18	'Strengthening of Training Infrastructure of existing and new Entrepreneurship Development Institutions (EDIs)			
A	Funding support for strengthening of infrastructure of EDIs	To improve in areas like building, training aids/equipment and other support services .The State Govt. will examine the expansion/modernisation programmes of EDIs.	Financial assistance to existing and new EDIs for infrastructure development.	All EDIs.
19	Micro Finance Program			
A	Funding support to provide for security amount for extending credit to MFIs/NGOs	Tie-up with SIDBI for contributing towards security deposits required from the MFIs/NGOs to get loans from SIDBI	Financial assistance to provide for security deposits for lending credit and loans.	All NGOs and MFIs can contact SIDBI, all MSMEs can contact the NGOs and MFIs.
20	National Awards			

Sl. #	Name of Scheme	Objective(s) (Description) & Nature of Assistance	Nature of assistance	Who can apply
A	National award for outstanding entrepreneurship	The objective of the award is to recognize the achievements of successful entrepreneurs in MSMEs. Rewards and recognition to outstanding entrepreneurs along with financial assistance upto 1 lakh.	Rewards and recognition along with financial assistance upto 1 lakh.	All MSMEs with EM registration.
B	National award for R&D efforts	To encourage outages in-house R&D efforts, promote qualitative development of MSME. Rewards and recognition to MSMEs along with financial assistance upto 1 lakh.	Rewards and recognition along with financial assistance upto 1 lakh.	All MSMEs with EM registration.
C	National award in selected products	To encourage MSE to produce quality products conforming to national and international standards. Rewards and recognition to MSMEs along with financial assistance upto 1 lakh.	Rewards and recognition along with financial assistance upto 1 lakh.	All MSMEs with EM registration.
21	'Supporting 5 selected universities / colleges to run 1200 entrepreneurship clubs per annum'			
A	Funding support for the formation of Entrepreneur's Clubs	To support 5 universities to form and run entrepreneurship clubs (one each from Northern, Western, Eastern, Southern and North East region) for increasing networking and interaction among MSMEs. Each university would be required to run 240 clubs per year and each club may have a membership of 50 entrepreneurs.	Funding support to the selected universities	5 Universities will directly be selected by MSME-DI
B	Programs in Entrepreneurs Club	The E-clubs are intended to create a platform for entrepreneurs to come together through workshops/seminars, discuss common issues and identify solutions in areas such as obtaining certifications, participating in trade fairs, implementing of Quality Management Tools etc. Funding support for formation of entrepreneurship clubs, conducting meetings and management training activities. Free registration for club members.	Funding support to the selected universities	SISI, Universities, Club members/committee.
22	'Trade Related Entrepreneurship Assistance and Development (TREAD) Scheme to Women'			
A	Funding support for conducting programs for empowerment of women	Skill-development training for women	Funding support for conducting training program for women empowerment.	MSMEs, Entrepreneurship Development Institutes (EDIs), NISIET and the NGOs.

Sl. #	Name of Scheme	Objective(s) (Description) & Nature of Assistance	Nature of assistance	Who can apply
B	Loan related assistance to women	To provide grant (up to 30% of the total project cost as appraised by lending institutions) that in turn provides adequate security demanded by banks in the form of collaterals.	Ease in availability of credit for women-led enterprises.	NGOs engaged in assisting poor women through any kind of income generating activities in non-farm sector · Women-led MSME
C	Participate in training programs for women empowerment	Skill development for women	Skill development.	Women entrepreneurs.
23	'Entrepreneurship Skill Development Programmes (ESDP)			
A	'Entrepreneurship Skill Development Programmes (ESDP)	To cover skill set need of new and existing entrepreneurs.	· Skill Development. · No registration fees for participation	Individuals and MSMEs.
24	'Vendor Development Programme (VDP)			
A	'Vendor Development Programme for Ancillarisation'	To provide common platform for interaction and display of the capabilities, products, goods and services	Free of cost registration in the event	Both the MSMEs and Large Enterprises

Annexure 2: Definition of MSME

The definition of Micro, Small and Medium Enterprises under the “Micro, Small and Medium Enterprises Development Act, 2006”

Enterprises	Investment in Plant & Machinery (Manufacturing)	Investment in Equipment (Service)
Micro	Upto ` 25 lakh	Upto ` 10 lakh
Small	Above ` 25 lakh upto ` 5 crore	Above ` 10 lakh upto ` 2 crore
Medium	Above ` 5 crore upto ` 10 crore	Above ` 2 crore upto ` 5 crore

Table 10: Definition of MSMEs

Annexure 3: Relevant Facts about MSME Landscape in India

There are 26+ million MSMEs in India organized under various economic parameters such type of organization, type of operation, sector, social category, source of finance, product / industry group, etc. A list of indicative economic parameters is provided in Annexure 0 and a breakup of the MSMEs according to the Fourth census conducted by the office of the DC-MSME with 2006-07 as the reference year is provided in Annexure **Error! Reference source not found..** For further details, the bidders may please visit the current website of the DC-MSME at <http://www.dcmsme.gov.in/data-stat.htm> and at <http://www.dcmsme.gov.in/ssiindia/spgxx01x.htm> for a list of the economic parameters.

The following table provides a breakup of the MSMEs based on the Fourth All India Census of MSMEs with reference year as 2006-2007.

Economic Parameters	Registered	Unregistered	Total
Total No. of enterprises	15.53(5.94%)	245.48(94.06%)	261.01(100.00%)
Manufacturing enterprises	10.35(66.67%)	64.18(26.15%)	74.53(28.56%)
Service enterprises	5.18(33.33%)	181.30(73.85%)	186.48(71.44%)
No. of Rural enterprises	7.05(45.38%)	128.08(52.18%)	135.13(51.77%)
No. Of women enterprises	2.15(13.85%)	17.05(6.95%)	19.20(7.36%)
No. Of enterprises managed by women	1.57(10.10%)	N.A	N.A
Enterprises by type of operation:			
Perennial	14.83(95.51)%	235.22(95.82%)	250.05(95.80%)
Non perennial	0.70(4.49%)	7.76(3.16%)	8.46(3.24%)
Not Reported	Nil	2.50(1.02%)	2.50(0.96%)
Total	15.53(100%)	245.48(100%)	594.61(100%)
Employment:			
Manufacturing enterprises	79.85(86.75%)	224.22(44.62%)	304.07(51.14%)
Service enterprises	13.19(13.25%)	278.35(55.38%)	290.54(48.86%)
Total	92.04(16.62%)	502.57(83.38%)	594.61(100.00%)
Employment by Male and Female:			
Male	73.40(79.74%)	412.75(82.13%)	486.15(81.76%)
Female	18.64(20.26%)	89.82(17.87%)	108.46(18.24)
Total	92.04(15.86%)	502.57(84.14%)	594.61(100.00%)
Enterprises by main source of power :			
No power needed	3.84(24.72%)	181.96(74.12%)	185.80(71.12%)
Cola	0.25(1.58%)	6.04(2.46%)	6.28(2.41%)
Oil	0.54(3.48%)	5.89(2.40%)	6.43(2.47%)
LPG/CNG	0.07(0.42%)	3.78(1.54%)	3.84(1.47%)
Electricity	1.31(66.44%)	28.14(11.46%)	38.46(14.73%)
Others	0.52(3.36%)	19.68(8.02%)	20.20(7.74%)
Total	15.53(5.94%)	245.48(94.06%)	261.01(100.00%)
Enterprises by type of organization:			
Proprietary	14.22(91.57%)	232.41(94.67%)	246.63(94.49%)

Economic Parameters	Registered	Unregistered	Total
Partnership	0.63(4.08%)	1.15(0.47%)	1.78(0.68%)
Private Company	0.30(1.94%)	1.07(0.43%)	1.37(0.52%)
Public Limited Company	0.07(0.47%)	0.66(0.27%)	0.73(0.28%)
Co-operatives	0.05(0.30%)	1.29(0.3%)	1.34(0.51%)
Others	0.26(1.65%)	8.90(3.63%)	9.16(3.51%)
Total	15.53(594%)	245.48(94.06%)	261.01(100%)
Enterprises by type of social category			
SC	1.20(4.73%)	19.8(1.89%)	20.58(7.88%)
ST	0.47(3.03%)	7.82(3.18%)	8.29(3.18%)
OBC	6.01(38.70%)	98.96(40.31%)	104.97(40.22%)
Others	7.85(50.54%)	106.73(43.48%)	114.57(43.90%)
Society	0	9.39(3.82%)	9.39(3.60%)
Not Responded	0	3.21(1.31%)	3.21(1.23%)
Total	15.53(5.94%)	245.48(94.06%)	261.01(100%)
Enterprises by source of finance			
No Finance/Self Finance	13.63(87.77%)	228.51(93.08%)	242.13(92.77%)
Finance through Institutions Sources	1.74(11.21%)	11.77(4.80%)	13.51(5.18%)
Finance through Non –InstitutionalSource	0.16(1.02%)	5.20(2.12%)	5.36(2.05%)
Total	15.53(5.94%)	15.53(94.06%)	261.01(100%)

Table 11: Breakup of MSMEs by Economic Parameters

Source: Census10.pdf available at the current website of the office of DC-MSME at: <http://www.dcmsme.gov.in/publications/census10.pdf>

Additionally, there are about 1500 MSME associations spanning different geographies of India and belonging to different product / industry groups indicated in Annexure 4 such as manufacturing, engineering, services and further classified into sub-sectors in each of them.

Annexure 4: List of Economic Parameters for Classifying MSMEs

The following table provides an initial list of parameters for the classification of MSMEs. This list is indicative only and the IA shall gather the final list of parameters from the DC-MSME during the SFS&RD phase. These economic parameters shall be part of the search criteria for MSMEs.

Sl. #	Parameter Description	Parameter Values
1	Rural Sector	
2	Managed by Women Enterprises	
3	Women Enterprises	
4	Type of Operation	Perennial, non-perennial, not responded
5	Sector	Manufacturing, Services
6	Main Source of Power	No power needed, coal, oil, LPG/CNG, Electricity, Others
7	Type of Organization	Proprietary, Partnership, Private Company, Public Limited Company, Co-operatives, Others
8	Social Category	SC, ST, OBC, others, society, not responded

9	Source of Finance	No Finance / Self Finance, Finance through institutional sources, Finance through non-institutional sources
10	Product / Industry Group	<ul style="list-style-type: none"> - Food Products - Chemical & Chemical Products - Basic Metal Industries - Metal Products - Electrical Machinery & Parts - Rubber & Plastic Products - Machinery & Parts Except Electrical goods - Hosiery & Garments - Wood Products - Non-metallic Mineral Products - Paper Products & Printing - Transport Equipment & Parts - Leather & Leather Products - Miscellaneous Manufacturing Industries - Other Services & Products - Beverages, Tobacco & Tobacco Products - Repair Services - Cotton Textiles - Wool, Silk, Synthetic Fibre Textiles - Jute, Hemp and Mesta Textiles - Other Services

Table 12: Economic Parameters for the Classification of MSMEs

Note: The MSMEs and MSME Associations are further classified into Sectors (e.g., Gems & Jewellery, Electrical and Electronics, Chemicals, etc.) and Sub-sectors (e.g., Diamonds, Imitation Jewellery, others, under Gems and Jewellery). The IA shall obtain detailed list of values for the parameters of product / industry groups, sectors and sub-sectors and their interdependencies during the SFS&RD phase.

Annexure 5: Current Organization Structure of the DC-MSME (Indicative only)

The organization structure of the DC-MSME is provided below. This is only indicative and may not represent the latest organization structure of the DC-MSME. The IA shall gather details of the latest organization structure of the DC-MSME during the SFS&RD phase. The organization structure of the DC-MSME may change from time to time, and therefore, the organization structure data should be part of the 'Configuration Data' in the system.

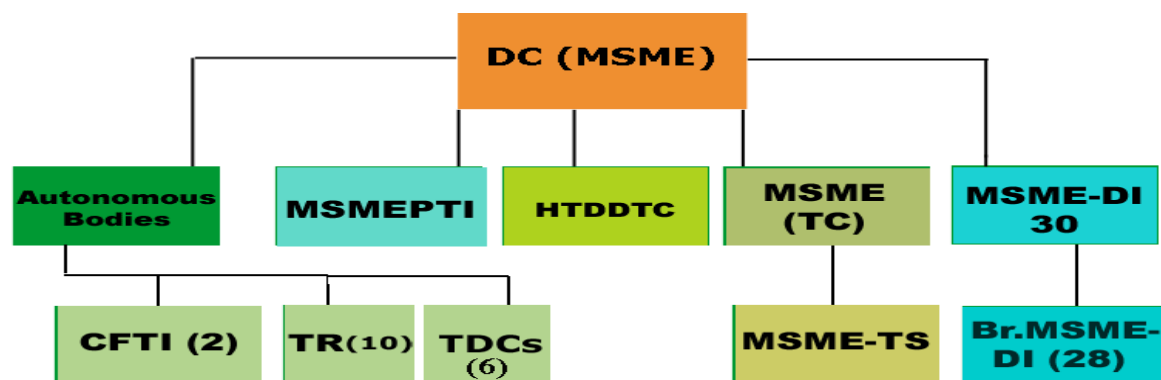


Figure 14: Representative Organization Structure of the DC-MSME

Abbreviations Used in the Organization Structure

Sl. No.	Abbreviation	Details
1	DC(MSME)	Development Commissioner (Micro, Small & Medium Enterprises).
2	MSME-DI	Micro, Small & Medium Enterprises Development Institute.
3	Br.MSME DI	Branch Micro, Small & Medium Enterprises Development Institute
4	MSMEPTI	Micro, Small & Medium Enterprise Promotional Testing Institute.
5	MSME-TR	Micro, Small & Medium Enterprise Tool Room.
6	CDGI	Centre for Development of Glass Industry.
7	HTDDTC	Hand Tool Design Development & Training Centre.
8	MSME (TC)	Micro, Small & Medium Enterprises Testing Centre.
9	MSME (TS)	Micro, Small & Medium Enterprises Testing Station.
10	ESTC	Electronic Service & Training Centre.
11	IDEMI	Institute for Design, Electrical Measuring Instruments.
12	FFDC	Fragrance & Flavour Development Centre.
13	CFTI	Centre for Footwear Training Institute.



National Portal for the Office of DC-MSME, Government of India

REQUEST FOR PROPOSAL

Volume II

Jan 2013

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1 Glossary

Term	Definition
Agreement Period	The tenure of the agreement signed between the DC-MSME and the IA for implementing this RFP and includes the maintenance period for the National Portal. The agreement period would be 10 years starting from the date of the agreement.
AMC	Annual Maintenance Cost
BG	Bank Guarantee
CAPEX	Capital Expenditure
DC	Data Centre
DPR	Detailed Project Report
DC-MSME	Office of the Development Commissioner – Micro, Small and Medium Enterprises
DRC	Disaster Recovery Centre
EMD	Earnest Money Deposit
GFR	General Financial Rules
GoI	Government of India
IA	Implementation Agency
Implementation	Project delivery including requirements and design, software development, testing, installation and acceptance testing and other activities involved upto the 'Go-Live' date of the Project
MIS	Management Information System
MoMSME	Ministry of Micro, Small and Medium Enterprises
MSME	Micro, small and medium sized enterprises
NDA	Non-Disclosure Agreement
National Portal or Portal	The portal to be developed as per the RFP
OPEX	Operational Expenditure
PBG	Performance Bank Guarantee
RFP	Request For Proposal
SFS&RD	System Functional Specifications and Requirements Document

Table 1: Glossary

Note:The words “National Portal”, “System”, “Portal” and “Project” are used interchangeably throughout this document to refer to the deliverables associated with this RFP.

2 Introduction

2.1 Request for Proposal Structure

The content of this Request for Proposal has been structured into three volumes as explained below:

Volume I: Functional and Technical Requirements

Volume I of Request for Proposal intends to bring out all the details with respect to the solution and other requirements that DC-MSME deems necessary to share with the potential bidders. The information set out in this volume has been broadly categorized as Functional, Technical, and Operational requirements covering multiple aspects of the requirements.

Volume II: Commercial and Bidding Terms

Volume II details out all that may be needed by the potential bidders to understand the commercial terms and various bidding processes.

Volume III: Draft Agreement including Service Levels

Volume III explains the contractual terms that DC-MSME wishes to specify at this stage. It basically consists of a draft of Agreement that needs to be signed between DC-MSME and the successful bidder (Implementation Agency). This Agreement includes a separate Article on Service Levels.

This document is Volume II with reference to the above structure.

3 Bidding Process

3.1 Brief Description of the Bidding Process

The Office of DC-MSME (hereafter referred as 'DC-MSME') has decided that it will engage a professional agency that will develop, deploy, setup, operate and maintain the National Portal as specified in this RFP. The DC-MSME has adopted single stage RFP process for selection of the prospective bidder for award of this project. This Single stage RFP consists of 3 parts – **Pre-Qualification Proposal, Technical Proposal and Commercial Bid**. First the Pre-Qualification proposals will be evaluated. The technical proposals of only those prospective bidders who qualify in the prequalification evaluation will be opened. After evaluation of technical proposals, the commercial bids of only those prospective bidders, who qualify in technical evaluation, will be opened. Quality and Cost Based Evaluation System (QCBS) will be used for the evaluation of Commercial Bids.

3.2 Documents Part of RFP

The Request for Proposal (RFP) document for the project consists of three volumes viz.

- RFP Volume I: Functional & Technical Specifications
- RFP Volume II: Commercial and Bidding Terms
- RFP Volume III: Draft Agreement including Service Levels

The prospective bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. **Proposal not substantially responsive to**

the RFP documents in every respect will be at the prospective bidder's risk and may result in rejection of the proposal and forfeiture of the Bid Security.

3.3 Schedule of the Bidding Process

Sl. No	Milestone	Time for Completion
1.	Release of Request For Proposal (RFP)	20.03.2013
2.	Last date for submission of written Questions by prospective bidders	10.04.2013
3.	Pre- Bid Conference at the DC-MSME, New Delhi	17.04.2013
4.	DC-MSME Response to prospective bidder Questions	23.04.2013
5.	Due Date for Submission of Proposals	15.05.2013
6.	Date for opening of Pre-Qualification Proposals in the DC-MSME, New Delhi	16.05.2013
7.	Date of opening the Technical Proposals in the DC-MSME, New Delhi	Shall be communicated

Table 2: Schedule of the Bidding Process

3.4 Cost of Request for Proposal (RFP) Document and Contact Details of the Nodal Officer for Correspondence

The prospective bidders are required to download the RFPs documents from the website of DC-MSME (<http://dcmsme.gov.in>). The final bidders should submit their proposals to

The Development Commissioner-MSME,
"A" Wing 7th Floor, Nirman Bhawan, New Delhi-110108
Email: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Latest By 15.05.2013 (5.00 PM)

Bidders shall submit the bids, along with a Demand Draft for Rs.10,000 (rupees ten thousand only) drawn in favour of Accounts Officer, DC-MSME, Government of India at New Delhi towards the fee for RFP documents and shall be submitted along with other documents.

3.5 Late Bids

- Any Bid received by the DC-MSME after the last date for receipt of Bids prescribed by the DC-MSME in Section 3.3, will be rejected and returned unopened to the Bidder.
- The DC-MSME may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an Addendum or by intimating all prospective bidders who have been provided the proposal documents, in writing or by facsimile or through email, in which case all rights and obligations of the proposed project and the prospective bidders

previously subject to the original deadline will thereafter be subject to the deadline as extended. All amendments will also be posted on the DC-MSME website (<http://dcmsme.gov.in>).

4 Instructions to Bidders

4.1 General Terms & Instructions

1. A prospective bidder is eligible to submit only one Bid for the Project. A prospective bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.
2. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Master Service Agreement.
3. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
4. This RFP is not transferable.

4.2 Acknowledgement of RFP

The prospective bidder is requested to acknowledge the receipt of the RFP documents and indicate the details of the contact person for all the future interactions during the bidding process. The prospective bidder is requested to use the format provided in [Appendix 1](#) of this RFP for this purpose. A signed copy of the acknowledgement should be sent to the address given below:

Development Commissioner - (MSME)
"A" Wing 7th Floor,
Nirman Bhawan,
New Delhi-110108

4.3 Non-Disclosure Agreement

Prospective bidder shall submit a Non-Disclosure Agreement to DC-MSME, in the format provided in [Appendix 2](#).

4.4 Consortium

Consortium consisting of **maximum 3 members** is allowed to bid. Prime bidder should be a company providing software development services who shall comply with the pre-qualification criteria listed in this RFP. Prime bidder shall be responsible to furnish Bid Security and in case of award of the contract the Performance Bank Guarantee and signing of the Agreement. In case of consortium bids, the following documents are to be submitted along with the bid:

- a. A board resolution (from each of the consortium members' Boards of Directors/Governing body/Partnership) authorizing the Prime Bidder to sign / execute the proposal as a binding document and also to execute all relevant agreements forming part of RFP.
- b. A certified true copy of the consortium agreement between the Prime Bidder and the other member of the consortium, describing the respective roles and responsibilities of both the members, in meeting the overall scope and requirements of the proposed Project.

4.5 Bidder Clarifications and DC-MSME Response

A prospective Bidder requiring any clarification of the RFP Document may submit his queries to the DC-MSME in writing at the DC-MSME email address indicated in Section 3.4. The DC-MSME will respond in writing to any request for clarification to queries on the Bid Document, received not later than the dates prescribed by the DC-MSME in Section 3.3 of this RFP document.

After distribution of the RFP, the contact person notified by DC-MSME will begin accepting written questions from the prospective bidders. DC-MSME will endeavour to provide a full, complete, accurate, and timely response to all questions. However, DC-MSME makes no representation or warranty as to the completeness or accuracy of any response, nor does the DC-MSME undertake to answer all the queries that have been posed by the prospective bidders. The mode of delivering written questions to the aforementioned contact person as indicated in Section 3.4 would be through email only. It shall be the responsibility of IA to ensure that the email should reach the nodal officer within the stipulated timelines. DC-MSME shall not be responsible for ensuring that bidders' inquiries have not been received by DC-MSME for any reason whatsoever. Written copies of the DC-MSME's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders who have either purchased the RFP Document from DC-MSME or have sought clarification(s).

4.6 Pre-Bid Conference

DC-MSME will host a Pre-Bid Conference, tentatively scheduled at 17: 00 Hrs on 17.04. 2013 at the address referred in Section 4.2 at the DC-MSME office in New Delhi. In case there is a change in the date, time and venue of the conference, it will be intimated to all prospective bidders, who purchased the bid documents, through e-mail. The representatives of the respective organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to provide prospective bidders with information regarding the RFP and the proposed Portal project requirements, and to provide each prospective bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the Project. Request for clarifications shall be sent by them through email not later than the date and time mentioned in Section 3.3 before the pre-bid conference. All the requests shall be addressed to the contact person in the DC-MSME mentioned in Section 4.2.

4.7 Supplemental Information to the Request for Proposal

If the DC-MSME deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to RFP. Such supplemental information will be communicated to all the prospective bidders by e-mail and will also be made available on the DC-MSME's website. Any such supplement shall be deemed to be incorporated by this reference into this RFP.

4.8 Proposal Preparation Cost

The prospective bidder is responsible for all costs incurred in connection with participation in this 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 the DC-MSME to facilitate the evaluation process, and in

negotiating a definitive Agreement (provided in Volume III) and all such activities related to the bid process. The DC-MSME, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process. This RFP does not commit the DC-MSME to sign Agreement or to engage in negotiations.

4.9 DC-MSME's Right to Terminate the Process

DC-MSME makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone.

This RFP does not constitute an offer by the DC-MSME. The prospective bidder's participation in this process may result in DC-MSME selecting the bidder to engage in further discussions and negotiations towards execution of an Agreement. The commencement of such negotiations does not, however, signify a commitment by DC-MSME to execute an Agreement or to continue negotiations.

4.10 Bid Security

- i. The prospective Bidder shall furnish, as part of its Bid, a Bid security of the amount Rs.10,00,000 (Rupees Ten Lakhs only) as Bid security or Earnest Money Deposit (EMD) in the form of a Bank Guarantee (BG) issued by a Nationalized / Scheduled Bank in favour of "DC-MSME National Portal Project, DC-MSME" payable at New Delhi. EMD in any other form shall not be entertained. The BG shall be enclosed with the technical bid.
- ii. The bid and the EMD of all bidders shall be valid for a period of 180 days after the last date of submission of the proposal.
- iii. The EMD of all unsuccessful bidders would be refunded by DC-MSME within 15 days of award of the Agreement to the successful bidder or within 30 days after the expiration of the period of Bid Validity or extended bid validity, as the case may be, whichever is earlier.
- iv. Bid without adequate bid security / EMD will be rejected without providing any opportunity to be heard to the bidder concerned. The Bid Security is required to protect the DC-MSME against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to Clause (vii) below.
- v. The Successful Bidder's Bid Security will be discharged upon the Bidder executing the Contract, pursuant to furnishing the Performance Bank Guarantee Security.
- vi. No interest shall be payable by the DC-MSME to the Bidder(s) on Earnest Money/Security Deposit for the period of its currency.
- vii. The Bid Security may be forfeited:
 - a. if a Bidder withdraws its proposal during the period of Bid Validity specified by the Bidder in the Bid; or
 - b. in the case of a Successful Bidder, if the Bidder fails to sign the Agreement or to furnish the Performance Bank Guarantee

4.11 Deviations & Exclusions

The prospective bidder shall provide the deviations and exclusions, if any, from the defined scope of project in the format provided in [Appendix 3](#).

4.12 Source Code and Intellectual Property Rights

The source codes & intellectual property rights of all the software developed under this project shall be the exclusive property of the DC-MSME. Prospective Bidders should submit a declaration to this effect.

4.13 Total Responsibility

Prospective Bidder (Prime bidder in case of a consortium) should issue a statement undertaking total responsibility for the defect free operation of the proposed DC-MSME National Portal system, which shall not include any conditional statements.

4.14 Signature

All proposals must be signed with the prospective bidder's name and by a representative of the prospective bidder, who is authorized to commit the prospective bidder to contractual obligations. All obligations committed by such signatories must be fulfilled.

4.15 Prices

4.15.1 Bid Price

The prospective bidder shall quote a Bid Price for the components listed in the Scope of Work of Volume I of this RFP. The prospective Bidder shall quote the **Bid Price only in the form of "effort estimates in person-months and per staff month charges" (to be decided as per business model)** for all the above stated components of the Scope of Work mentioned in RFP Volume I. The Bid Price shall be quoted in the Commercial Proposal Proforma prescribed at [Appendix 8](#) for providing the services of the solution to meet the requirements of the DC-MSME under this Project (as stated in RFP Volume I). The Bid Prices shall be indicated in Indian Rupees (INR) only.

The Bidder shall prepare the Commercial Proposal based on the requirements provided in the RFP Documents. It must be clearly understood that the requirements are intended to give the prospective Bidders an idea about the order and magnitude of the work. Bidder shall carry out the design of the solution and sizing of the effort needed in accordance with the requirements of RFP Documents and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP Documents.

The **Agreement price** shall be based on the "effort estimates in person-months and per person-month charges". The quarterly payments (w.r.t the Portal, and training to the Government Personnel) shall be made to the Implementation Agency by considering this "effort estimate in person-months and per person-month charges", for completion of the contractual obligations under the Agreement, subject to the terms of payment and Service Levels specified in the RFP.

No adjustment of the Agreement price during the Agreement Period shall be made on account of any variations in costs of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract during the Agreement Period.

4.15.2 Firm Price

- i. Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. A proposal submitted with an adjustable price quotation or conditional proposal will be rejected as non-responsive.
- ii. The Commercial Bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the requirements of the Projects. Service Tax, if any applicable, shall be payable extra, at actuals by the DC-MSME in accordance with the conditions of this Contract and upon submission of proof of payment of such taxes. However, should there be a change in the applicable taxes; DC-MSME reserves the right to negotiate with the Bidder.

4.15.3 Discounts

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

4.15.4 Revelation of Prices

Prices in any form or by any reason before opening of the Commercial Bids should not be revealed, failing which the offer shall be liable to be rejected. If price change is envisaged due to any clarification, revised Commercial Bid in a separate sealed cover shall be submitted with prior written permission of the DC-MSME.

4.16 Correction of Errors

- I. Prospective Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the commercial proposals are received by DC-MSME. All corrections, if any, should be initialed by the person signing the proposal form before submission, failing which the figures for such items may not be considered.
- II. Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.

4.17 Disqualification

The proposal is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

- I. Proposal not submitted in accordance with this document.
- II. Proposal received in incomplete form.
- III. Proposal received after due date and time.
- IV. Proposal not accompanied by all requisite documents.
- V. Information submitted is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the Agreement (no matter at what stage) or during the tenure of the Agreement including the extension period if any.
- VI. Commercial proposal is enclosed with in the same envelope as technical proposal.
- VII. The price information, the pricing policy or pricing mechanisms or any document indicative of the commercial aspects of the proposal are either fully or partially enclosed or is part of the Technical Proposal.
- VIII. Bidder fails to deposit the Performance Bank Guarantee (PBG) within the stipulated period or fails to enter into an Agreement within 15 working days of the date of notice of award of Agreement or within such extended period, as may be specified by DC-MSME.
- IX. Bidder or any person acting on its behalf indulges in corrupt and fraudulent practices.
- X. Non submission of Bid Security.

4.18 Modification in the RFP

- I. At any time prior to the last date for receipt of Proposal, the DC-MSME, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment.
- II. The amendment will be notified in writing or by fax or e-mail to all prospective Bidders who have either purchased the RFP Document from the DC-MSME or have sought clarification(s) and will be binding on them. All amendments will also be posted on DC-MSME website.
- III. In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the DC-MSME may, at its discretion, extend the last date for the receipt of Bids.
- IV. DC-MSME may at any time during the bidding process request the Bidder to submit revised Technical / Commercial Bids and/or Supplementary Commercial Bids without thereby incurring any liability to the affected Bidder or Bidders.

4.19 Withdrawal of the Proposal Submitted by the Bidder

No proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the bidder on the proposal form.

4.20 Conflict of Interest

Prospective Bidder shall furnish an affirmative statement as to the absence of, actual or potential conflict of interest on the part of the prospective bidder or any prospective subcontractor due to prior, current, or proposed Agreements, engagements, or affiliations with DC-MSME. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the prospective bidder to complete the requirements as given in the RFP. Please use format provided in [Appendix 4](#) for making declaration to this effect.

5 Preparation and Submission of Bids

5.1 Format and Signing of Bids

- I. It is proposed to have a Five Envelope System for this Bid.
 - a. Envelope 1: Bid Security,
 - b. Envelope 2: Pre-Qualification Proposal and CD,
 - c. Envelope 3: 2 copies of Technical Bids and CD
 - d. Envelope 4: 2 Copies Commercial Bid
 - e. All the above 4 envelopes along with proposal letter in Envelope 5
- II. The cover thus prepared should also indicate clearly the name, address and telephone number of the Bidder, to enable the Bid to be returned unopened in case it is declared "Late".
- III. Each copy of the Bid should be a complete document and should be bound as a volume. The document should be page numbered and appropriately flagged and must contain the list of contents with page numbers. Different copies must be bound separately. The deficiency in documentation may result in the rejection of the Bid.
- IV. Bidder must ensure that the information furnished by him in respective non-rewriteable CD-ROMs is identical to that submitted in the Original Paper Bid Document. CD should contain pdf version of the signed Technical Proposal submitted by the Bidder in hard copy. In case of any discrepancy observed by the DC-MSME 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.

Bid Security, Pre- Qualification Proposal and the original and all copies of the Bid (Technical Bids and Commercial Bid) shall be typed or written in indelible ink. The Original and all Copies shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The authorization shall be indicated by written power-of-attorney accompanying the Bid. All pages of the Bid, except for un-amended printed literature, shall be initialled and stamped by the person or persons signing the Proposal. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Proposal. The Bidder shall duly sign and seal its Proposal with the exact name of the Firm/Company to whom the Agreement is to be issued. If the outer cover of the Bid is not sealed and marked, the DC-MSME will assume no responsibility for the Bid's misplacement or premature opening.

The prospective Bidder shall provide all the information sought under this RFP. The DC-MSME will evaluate only those Bids that are received in the required formats and complete in all respects.

5.2 Bid Submission

Submission of proposals shall be in accordance with the instructions given in the Table below. Bidders shall submit their responses/proposals at the office of DC-MSME as indicated below on date and time indicated in Section 3.3.

Development Commissioner – MSME

"A" Wing 7th Floor

Nirman Bhawan

New Delhi-110108

Envelope 1 : Bid Security	The envelope containing the Bid Security shall be sealed and super scribed “Bid Security – DC-MSME National Portal Project”
Envelope 2 : Pre- Qualification Proposal	<p>The Pre-Qualification Proposal shall be prepared in accordance with the requirements specified in Sections 3.3 & 5.1 and in the forms prescribed in Appendix 6 of this RFP.</p> <p>The Pre-Qualification Bid should be submitted in hard copy (one original and one copy) and 2 non-rewritable CDs format only. The words “Pre-Qualification Proposal – DC-MSME National Portal Project” shall be written in indelible ink on the hardcopy and CDs. The hardcopy and CDs shall be put in the envelope which shall be sealed and super scribed “Pre-Qualification Proposal – DC-MSME National Portal Project” on the top right hand corner and addressed to the DC-MSME at the address specified in this section of RFP.</p> <p>This envelope should not contain the technical or commercial bid, in either explicit or implicit form, in which case the bid will be rejected.</p>
Envelope 3 : Technical Proposal	<p>The Technical Proposal shall be prepared in accordance with the requirements specified in Sections 3.3 & 5.1 and in the forms (Appendix 7) prescribed in this RFP.</p> <p>The Technical Bid should be submitted in hard copy (one original and one copy) and on 2 non-rewritable CDs format only. The words “Technical Proposal – DC-MSME National Portal Project” shall be written in indelible ink on the hardcopy and CDs. CD should contain pdf version of the signed Technical Proposal submitted by the Bidder in hard copy. The CDs shall be put in the envelope which shall be sealed and super scribed “Technical Proposal – DC-MSME National Portal Project” on the top right</p>
Envelope 4: Commercial bid	<p>The Commercial bid shall be submitted in a sealed envelope as per the format prescribed in Appendix 8 of this RFP.</p> <p>The Commercial bid shall be submitted on Hard Copy only (one original and one copy). NO CD WILL BE SUBMITTED.</p> <p>The words “Commercial bid– DC-MSME National Portal Project” shall be written in indelible ink on the hardcopy. The Hard Copy shall be signed by the authorized signatory on all the pages before being put in the envelope and sealed. The envelope should also be super scribed “Commercial bid- DC-MSME National Portal Project”. (Not to be opened with the Technical Proposal) at the top right hand corner and addressed to the DC-MSME at the address specified in this section above of the RFP. In case of any discrepancy the original will prevail.</p>

	Note: Unsigned Hard Copy of the Commercial bid will lead to rejection of the bid.
Envelope 5:	All the above 4 envelopes along with the proposal letter should be put in envelope 5 which shall be properly sealed. The outside of the envelope must clearly indicate the name of the project (“Proposal for the DC-MSME National Portal Project”).
Note:	The outer and inner envelopes mentioned above shall indicate the name and address of the agency to be delivered. Failure to mention the address on the outside of the envelope could cause a proposal to be misdirected or to be received at the required destination after the deadline.

Table 3: Bid Submission Details

DC-MSME will not accept delivery of proposal by fax or e-mail. Proposal received by facsimile shall be treated as defective, invalid and rejected.

5.3 Documents Comprising Prospective Bidder’s Proposal

The Proposal prepared by the Bidder shall comprise of the following components:

- I. Proposal covering letter (covering letter is set forth in [Appendix 5](#) of this Volume of the RFP).
- II. Bid Security
- III. Pre-Qualification proposal in the format as specified in [Appendix 6](#).
- IV. Technical proposal in the format as specified in [Appendix 7](#).
- V. Commercial Proposal in the format as specified in [Appendix 8](#) of this RFP. The prospective bidders may also share the supporting information on financials that can provide rationale for the prices quoted.
- VI. Any other information that is required to be submitted in the proposal process
- VII. Each page of the hardcopy of the commercial bid must be signed by the authorized signatory of the bidding organization.
- VIII. The bidders must submit proposal in both hardcopy and soft copy format properly labelled.

5.4 Pre-Qualification (Eligibility) Criteria

A single company or Consortium of Companies, Trust, Society (maximum of 3 members) registered in India are eligible to submit bid for the project. In case of a Consortium, one of the members of the consortium should act as the Prime Bidder and shall be solely responsible to the DC-MSME for discharging of all responsibilities related to the Bid finalization and for the implementation of the project, if selected as the IA. The Prime Bidder should submit the bids on behalf of the Consortium. The Prime Bidder shall submit only one response to the RFP either on its own or as a consortium member.

Only such of the bidders who meet the criteria specified below will be eligible to respond to this RFP. Pre-qualification proposal should be prepared using the bid format provided in [Appendix 6](#) and provide supporting documents mentioned in the below table. The pre-qualification criteria for the participating bidders are as given below:

Criteria	Documentary Evidence
1. The Bidder (if it is Single Bidder)/Prime Bidder must be a company registered under Indian Companies Act 1956 or the Partnership Act 1932. In case of a consortium, all consortium members must be registered under Indian Companies Act 1956 or the Partnership Act 1932 or Indian Trusts Act or Societies Registration Act.	<ul style="list-style-type: none"> • Certificate of Incorporation • Relevant certificates in case of Trust and Societies
2. The Prime Bidder should have been in operation for at least five years as of 31st March 2013 providing software development and maintenance /ITeS related services.	<ul style="list-style-type: none"> • Certificate of Incorporation • Certificate of Commencement of Business issued by the Registrar of Companies
3. The Bidder (single) / Prime Bidder in case of consortium should have had an average annual turnover of at least Rs. 100 crores from software development services.	<p>Audited financial statements for the last 2 financial years.</p> <p>Provisional audited statement for year 2011-12 declared by requisite authority.</p>
4. The Bidder (single) / Prime Bidder in case of consortium should have net worth of at least Rs. 200 Crores as on 31st March 2013.	Provisional audited statement for year 2011-12 declared by requisite authority.
5. Bidder (single) / each member of the Consortium should not be blacklisted/terminated by any Central Government organization / agency for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices	Undertaking from the authorized signatory
6. Prime Bidder must be a profit making company in the last three consecutive financial years ending 31st March 2013.	Audited financial statements for the last 3 financial years
7. Prime Bidder to provide list of clients along with contact details (name, address, telephone, email) mentioning number of seats for each client.	Undertaking from the authorized signatory
8. Prime Bidder to provide list of software development and maintenance locations in India mentioning the seats	Undertaking from the authorized signatory

9. Prime Bidder must have at least 1000 full-time software engineers on its payroll as on 31st March 2013 out of which, at least 500 software engineers should be certified Engineers/ MCA/Masters Degree holders in Computer Sciences	Undertaking from the authorized signatory
10. The Bidder shall have proven Experience in Portal Software development/customization /implementation and should have developed and implemented at least 5 portal projects in the last 5 years out of which at least 3 portal projects should be for any of the Central or State Government Ministries or Departments.	Copy of work order or client certificates along with value of contract. Certificate from Client mentioning scope of the services
11. The Bidder should be an SEI CMM Level 5 company as of the Bidding Date	Proof of valid certificate
12. The Bidder should have valid ISO 9001:2000 and ISO/IEC 27001:2005 certified	Copy of certificate
13. The Bidder should have office in Delhi / NCR	Certificate from Authorized Signatory

Table 4: Pre-Qualification Criteria

5.5 Technical Proposal

The technical proposal should contain a detailed description of how the bidder will provide the required services for the components outlined in the Scope of Work, Volume 1 of this RFP. It should articulate in detail, as to how the bidder's Technical Solution meets the requirements specified in the RFP. The technical proposal must not contain any pricing information. Technical proposal should be prepared using the template in [Appendix 7](#). In submitting additional information, please mark it as supplemental to the required response. If the bidder wishes to propose additional services (or enhanced levels of services) beyond the scope of this RFP, the proposal must include a description of such services as a separate attachment to the proposal.

5.6 Commercial Proposal

Unless expressly indicated, bidder shall not include any technical information regarding the services in the Commercial Proposal. Additional information may be submitted to accompany the Commercial Proposal. While submitting additional information, please mark it as supplemental to the required response. Prices shall be quoted entirely in Indian Rupees.

The bidders shall mandatorily quote for all the requirements of project, including any items which are not identified in the formats provided for successful implementation of the project and subsequent operations & maintenance in line with Service Levels provided in RFP Volume III.

During the proposal preparation the bidder shall propose necessary infrastructure (including software and hardware), in its technical and commercial bid, required to operationalize the Portal.

The Infrastructure proposed by bidder shall address the functional, performance, security and availability requirements as stated in the RFP and shall address the requirements as stated in Volume I. The bidder shall be solely responsible for any financial implications on items not quoted in the proposal and which are required for operationalization of the project.

The commercial proposal must be prepared by completing the pricing matrices given in [Appendix 8](#).

5.7 Period of Validity of Proposal

The proposals shall be valid for a period of 180 days from the date of opening of the proposals. A proposal valid for a shorter period shall be rejected by the DC-MSME as non-responsive.

In exceptional circumstances, at its discretion, the DC-MSME may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing (or by fax or email). The validity of Bid Security shall also be suitably extended. A bidder may refuse the request without forfeiting its Bid Security. A bidder granting the request will not be required nor permitted to modify its Proposal.

5.8 Non-Conforming Proposal

Any proposal may be construed as a non-conforming proposal and ineligible for consideration if it does not comply with the requirements of this RFP. Failure to comply with the technical requirements, and not acknowledging receipt of amendments, are common causes for holding proposals non-conforming. In addition, the DC-MSME may disqualify proposals that appear to be presentations of promotional materials and do not follow the format requested in this RFP or do not appear to address the particular requirements of the proposed project solution.

5.9 Language of the Proposal

The Proposal prepared by the prospective Bidder and all correspondence and documents relating to the Bids exchanged by the Bidder and the DC-MSME, shall be written in the **English language**, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the Bid, the proposal and all correspondence and documents shall be written in English. All technical proposals and accompanying documentation will become the property of DC-MSME and will not be returned.

5.10 Contacting the DC-MSME

Any effort by a Bidder to influence the DC-MSME's Bid evaluation, Bid comparison or Agreement award decisions may result in the rejection of the Bidder's Bid.

5.11 Clarifications

When deemed necessary, the DC-MSME may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid submitted or price quoted.

5.12 Confidentiality of the Bid

This RFP is confidential and the Bidder is required to furnish an undertaking that anything contained in this Bid Document shall not be disclosed in any manner, whatsoever.

5.13 Financial Model

- I. The Bidders should note that in the event of selection it shall be their responsibility to offer a guaranteed service as per requirements of the DC-MSME indicated in the RFP Volume I and as per Service Levels in RFP Volume III.
- II. The entire investment for RFP Volume I, including but not limited to, all related on-going services, statutory payments and insurance coverage etc., is required to be borne by the selected Bidder. The period of Agreement is specified in RFP Volume III.
- III. The Scope of Work and other requirements are specified under the RFP Volume I. However, it is likely that the requirements covered as a part of scope may undergo a change during the process of implementation or at a later date. Such a change would be executed through a change order process.

5.14 Bidder Related Conditions

- I. The Bidder should confirm unconditional acceptance of full responsibility of completion of job and for executing the 'Scope of Work and other requirements specified in RFP Volume I'. This confirmation should be submitted as part of the Technical Bid. The Bidder shall also be the sole point of contact for all purposes of the Agreement.
- II. The Bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this Agreement. The Bidder should not have been black-listed by any Central / State Government or Public Sector Undertakings. If at any stage of Bidding process or during the currency of the Agreement, any suppression / falsification of such information is brought to the knowledge of the DC-MSME, the DC-MSME shall have the right to reject the Bid or terminate the agreement, as the case may be, without any compensation to the Bidder.
- III. The Bidders whose proposal for the purpose of this Bid involves technical collaboration / joint venture with foreign equity participation or payment of royalty and / or lump sum for technical know-how and wherever Government's approval is necessary, should submit a copy of Government's approval to the DC-MSME, prior to the Date of Opening of Commercial Bid.
- IV. The Bidder is required to provide all the services mentioned in the Scope of Work and other requirements in RFP Volume I. Bids submitted for partial scope of work will be summarily rejected.

5.15 Local Conditions

- I. The Bidder is expected to obtain for himself on his own responsibility all information that may be necessary for preparing the Bid and entering into contract. Obtaining such information shall be at Bidder's own cost.
- II. Failure to obtain the information necessary for preparing the Bids and entering into Agreement will in no way relieve the Successful Bidder from furnishing any material, facility or performing any work in accordance with the RFP Documents, as an Agreement

- III. It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the RFP Documents. The DC-MSME shall not entertain any request for clarification from the Bidder regarding such local conditions.
- IV. It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the Bid proposals and that no claim whatsoever including those for financial adjustment to the Agreement awarded under the RFP Documents will be entertained by the DC-MSME and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the DC-MSME on account of failure of the Bidder to appraise themselves of local laws / conditions.

6 Bid Opening and Evaluation Process

6.1 Bid Opening Session

The bids will be opened, in three sessions, one each for Prequalification, Technical and Commercial, in the presence of bidders' representatives (only one per bidder) who choose to attend the Bid opening sessions on the specified date, time and address. The bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for DC-MSME, the Bids shall be opened at the same time and location on the next working day. During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.

6.2 Opening of Bid Security Envelope

The bid security will be opened, by the Bid Evaluation Committee nominated by the DC-MSME for bid evaluation, in the presence of bidders' representatives (only one) who choose to attend the session on the specified date, time and address. The Bid Security envelope of the bidders will be opened on the same day and time, on which the Pre-qualification Bid is opened, and bids not accompanied with the requisite Bid Security or whose Bid Security is not in order shall be rejected.

6.3 Evaluation of Pre-Qualification Proposal

The objective of the pre-qualification proposal evaluation stage is to ascertain the bidder's technical skill base and financial capacity are consistent with the needs of the Project. The Pre-Qualification Proposal will be evaluated to verify if the bidder meets the pre-qualification criteria as mentioned in Section 5.4 of Volume II of this RFP. The Technical Proposals of only those bidders who meet the pre-qualification criteria will be opened.

6.4 Evaluation of Technical Proposal

The evaluation of the Technical bids will be carried out in the following manner:

1. The Bidders' technical proposal proposed in the bid document is evaluated as per the requirements specified in the RFP and adopts the evaluation criteria spelt out in this RFP. The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. detailed project citations and completion certificates, client contact information for verification, profiles of project resources and all others) as required for technical evaluation.
2. The Bid Evaluation Committee may seek clarifications from the Bidder on the Technical Proposal. Any of the clarifications submitted by the Bidder on the technical proposal should not have any commercial implications.
3. Presentation on Technical Bids: The Bid Evaluation Committee will invite each pre-qualified bidder to make a presentation to the DC-MSME at a date, time and venue decided by the DC-MSME. The purpose of such presentations would be to allow the bidders to present their proposed technical solutions to the Bid Evaluation Committee and orchestrate the key points in their proposals. DC-MSME may like to interact with the project team (Domain expert, Team Lead, Project Manager) during the presentation. DC-MSME may also visit the Development facility during Bid Evaluation stage.

4. The Bid Evaluation Committee may seek oral clarifications from the bidders during presentation. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Oral clarifications provide the opportunity for the Bid Evaluation Committee to state its requirements clearly and for the bidder to more clearly state its proposal. However, these oral clarifications would be documented and be binding for the bidders. The Bid Evaluation Committee may seek inputs from their professional and technical experts in the evaluation process.
5. Following will be the technical evaluation methodology:
 - a. Each Technical Bid will be assigned a technical score out of a maximum of 100 points. Each of the criteria will be assigned a technical score.
 - b. Only the bidders, who score above the minimum cut-off score defined in each of the Evaluation Criteria and score a total Technical score of 60 (sixty) or more, will qualify for the evaluation of their commercial bids. DC-MSME reserves all the rights to relax the minimum technical score in case less than 3 bidders are qualifying in the technical evaluation.
 - c. The commercial bids of bidders who do not qualify technically shall be returned unopened to the bidder's representatives after the completion of the evaluation process along with the Bid Security.
 - d. The Bid Evaluation Committee shall indicate to all the bidders the results of the technical evaluation through a written communication. The technical scores of the bidders will be announced prior to the opening of the commercial bids.
 - e. The technically qualified bidders will be informed of the date and venue of the opening of the commercial bids through a written communication.

Following distribution of evaluation parameter, weightage and cut-off will be adopted for technical evaluation of bids:

S.NO	REFERENCE	EVALUATION CRITERIA & PARAMETERS	Marks	Minimum Cut Off
1.		Past Experience of the Bidder	35	21
1.1	RFP Volume II, Appendix 7	Turnover of the Bidder from the domestic software projects	5	
1.2	RFP Volume II, Appendix 7	Net worth of the Prime Bidder	5	
1.3	RFP Volume II, Appendix 7	Number of Software Developers	4	
1.4	RFP Volume II, Appendix 7	Number of Software Testers	4	
1.5	RFP Volume I-Section 2.2	Capabilities in executive large, e-governance projects	2	

S.NO	REFERENCE	EVALUATION CRITERIA & PARAMETERS	Marks	Minimum Cut Off
1.6	RFP Volume II, Appendix 7	Size of the Top 5 clients. Evaluation will be based on following parameters: I. software engineering effort (number of person-months) II. Value of Contract (Benchmark-1 Crore) III. Number of years of association (Benchmark-3 years) IV. Repeat orders from Client Enclosure: Citations and Client Satisfaction Certificate	5	
1.7	RFP Volume II, Appendix 7	Relevant Domestic Experience in providing: a. Portal to Government organisations/PSUs (implementation and operations) b. Portal technology proposed in technical proposal c. Training of end users	8	
1.8	RFP Volume II, Appendix 7	Evidence to render services in required time frame and ramp-up of the capacity if required. Criterion will be evaluated based on the supporting documents, case studies, client satisfaction certificate and Service Levels.	2	
2.		Proposed Technical Solution	30	18
2.1	RFP Volume I - Section 2, 3, 4 and 5.1	Fitment of overall architecture and solution design to requirements. This criterion will be evaluated based on the following parameters: a. Solution design meeting the requirements b. Customisation, configurability & Extensibility c. Architecture for ensuring reliability, high-availability, scalability and performance d. Deployment architecture and scalability	10	
2.2	Volume I -Section 2, 4 & 5	Technologies and Software Platform proposed. This criterion will be evaluated based on the following parameters: a. Fitment of technology to requirements b. Maturity of the technology c. Adherence to open standards d. Support provided by the vendor of the technology	10	
	RFP Volume I, Section 6.9	Simplicity & user friendliness of Audio-Visual training module of Portal	3	

S.NO	REFERENCE	EVALUATION CRITERIA & PARAMETERS	Marks	Minimum Cut Off
	RFP Volume –I Section 4.9, 5.13	Simplicity, User friendliness, ease of use and ease of navigation in Portal	5	
	RFP Volume I-Section 6 and 9.	Proposed tools for Software development and management. Process adopted for development and maintenance of Portal.	2	
3.		Approach and Methodology	20	12
3.1	RFP Volume I, Section 2, 4, 5, 9.1, 9.3	Demonstrated level of understanding of the project, its purpose, scope, and bidder's plan for performing the required services as detailed in scope of work, Functional and Technical requirements in the RFP, during the lifecycle of the project: design, development, implementation and operation	5	
3.2	RFP Volume I- Section 2&9.2	Comprehensiveness and Robustness of Project Plan (level of detail of activities, risk mitigation, practicality).This criterion will be evaluated based on the following parameters:: a. Comprehensiveness of plan with respect to all activities that need to be under taken as part of project- b. Activities, sequencing, dependencies among activities covering all the bundle of services- c. Resource planning, allocation and loading d. Proposed Status Reporting mechanism e. Risk mitigation and resource loading	4	
3.3	RFP Volume I - Section 6.8, 6.9	Training (areas and content) of users and documentation. This criterion will be evaluated based on the following parameters: a. Approach to user documentation, knowledge management, tools used and its maintenance b. Training approach and methods used for training the DC-MSME and other users designated by the DC-MSME	3	
3.4	Volume I- Section 6.1, 10	Approach to facilitate DC-MSME to monitor Service Levels and use of technology for the same a. Service Levels tools functionality meeting the requirements and automation functionality b. User-friendliness and ease of use of Service	3	

S.NO	REFERENCE	EVALUATION CRITERIA & PARAMETERS	Marks	Minimum Cut Off
		Levels monitoring tools		
3.5	RFP Volume I- Section 2.2, 5.4, 6.1	Quality framework and methodology adopted	3	
3.6	RFP Volume II- Section 6.4	Detailing, professionalism and flexibility in technical presentation. Availability of project team (Domain expert, Team Lead, Project Manager) during presentation	2	
4.		Qualification and Experience of Key Personnel	15	9
4.1	RFP Volume I -Section 2.2, 6.1, 9.1, 9.3	Proposed account management and governance structure of the Portal.	4	
4.2	RFP Volume I- Section 5.1	Proposed portal development team technical expertise	3	
4.3	RFP Volume I Section 6.2 (2d)	Proposed Subject Matter Experts (SMEs) profiles: hands on experience on e-governance, software architectures of at least 6 years to guide the development team on the software development.	3	
4.4	RFP Volume I Section 2,4,5,9	Proposed Team Leads and Manager profiles: graduate with at least 4 years of Team lead experience and 5 years of Manager experience; preferably having experience in Government related processes	3	
4.4	RFP Volume I Section 2,4,5,9	Average qualification and experience of development team proposed: graduate with at least 3 years of development experience; preferably having experience in e-governance projects, software product development or in	2	
Total			100	60

Table 5: Details of Evaluation of the Technical Proposal

The Commercial Bids of the technically qualified bidders will be evaluated as per the evaluation criteria mentioned below:

- The lowest evaluated Commercial Proposal, “F(min)”, will be given the maximum financial score, “F (n)” of 100 points. The financial scores F(n) of the other Commercial Proposals will be computed as per the formula for determining the financial scores given below:
- $F(n) = 100 \times F(\min) / F(b)$,

Where,

- F (n) = normalized financial score for the bidder under consideration

- F (b) = commercial quote for the bidder under consideration
- F (min) = commercial quote of the lowest evaluated commercial proposal

6.5 Composite evaluation and ranking of Bidders

QCBS evaluation will be used for composite evaluation. Proposals will be ranked according to their combined technical (T (b)) and financial (F (n)) scores using the weights (T = 0.70 the weight given to the Technical Proposal; P = 0.30 the weight given to the Commercial Proposal; T + P = 1).

The combined technical and financial score ("S") shall be computed as follows:

$$S = T (b) \times T + F (n) \times P$$

Where

- T (b) = Technical score
- F (n) = Normalized financial score
- T = 0.7, weight given to the Technical Proposal
- P = 0.3, weight given to the Commercial Proposal

The bidder achieving the highest combined technical and financial score will be invited for negotiations for awarding the Agreement.

In case of a tie where two or more bidders achieve the same highest combined technical and financial score, the bidder with the higher normalized technical score will be invited first for negotiations for awarding the Agreement.

6.6 Charges for "Additional Requirements"

For any "Additional Requirements" during the Agreement Period as mentioned in vol I of the RFP, the DC-MSME and IA shall come to an agreement on the effort in person-months required for the implementation of the Additional Requirements and the same per person-month charges for the Operations and Maintenance phase, "F (R-M)", as indicated in [Appendix 8](#) shall be used to compute the total charges for the implementation of the Additional Requirements.

Bidders may please note that "Additional Requirements" are not part of the evaluation of the bid. Separate Statements of Work (SOWs) / work orders may be issued for the Additional Requirements according to the terms of the above clause. The requirements indicated in vol I for the Implementation of the Project shall apply to the Implementation of the SOWs for the Additional Requirements.

7 Payment Terms

The payment terms are classified into payment terms during Project Implementation and payment terms during Operations & Maintenance.

7.1 Payment Terms during Project Implementation

IA will be paid quarterly based on total charges for implementation, “F (I)” quoted by IA as indicated in [Appendix 8](#), based on the satisfactory progress of the Project as certified by the DC-MSME and after making deductions, if any, incurred in the quarter for which the invoice has been raised, for non-accomplishment of project milestones finalized as part of the SFS&RD phase.

Disincentive for prolonging the Project Implementation by the Implementation Agency:

There shall be a definite disincentive to the Implementation Agency for prolonging the Implementation of the Project for reasons not attributable to the DC-MSME. DC-MSME has estimated the project duration **as 9 months** from the date of award of the contract to the “Go-Live” date with **additional 2 months** for stabilization and quality control as indicated in the Section “Implementation Schedule” in vol I of the RFP. DC-MSME and IA shall agree on the final project schedule (“Final Project Schedule”) during the SFS&RD phase. In case the Project Implementation duration exceeds the Final Project Schedule, then IA shall be paid based on the diminishing payment schedule as given below:

Sl. No.	Delay in Project Implementation (in months) (Delay Thresholds)	Deduction (%) in the Charges for Implementation “F (I)”
1	1 month	5%
2	2 months	10%
3	3 months	15%
4	4 months	25%

Table 6: Deductions in Payment for Delay in Project Implementation

For delay less than a month and falling in between the above Delay Thresholds, the deductions shall be calculated on a pro-rata basis based on the above table. For delay beyond 4 months, DC-MSME reserves the right to define penalties and / or take recourse to other measures for the non-performance of the contract as indicated in vol III of the RFP.

7.2 Payment Terms during Operations & Maintenance

IA will be **paid quarterly (to be decided as per business model)** based on total annual charges for maintenance, “F (M)” quoted by IA as indicated in [Appendix 8](#), and after making deductions, if any, incurred in the quarter for which the invoice has been raised, for non-accomplishment of service levels mentioned in vol 1 and vol III.

Deductions for Non-Performance of Service Levels

The DC-MSME and the IA shall mutually finalize the Service Levels as indicated in vol I and vol III of the RFP and define the deduction in payment associated with the non-performance of the service levels.

8 Award of Agreement

8.1 Award Criteria

DC-MSME will award the Agreement to the successful bidder whose proposal has been determined by the Bid Evaluation Committee as the best value proposal as explained in Section 6.4.

8.2 DC-MSME's Right to Vary Scope of Agreement at the time of Award

DC-MSME may at any time, by a written order given to the Bidder make changes within the general scope of Agreement.

If any such changes causes an increase or decrease in the cost of, or the time required for, the Bidder's performance of any part of the work under the Agreement, whether changed or not by the order, an equitable adjustment shall be made in the Agreement Price or Stipulated Time Schedule, or both, and the Agreement shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Bidder's receipt of the Purchaser's changed order.

8.3 DC-MSME's Right to Accept / Reject Proposals

DC-MSME reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of Agreement, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders on the reasons for DC-MSME's action.

8.4 Notification of Award

Prior to the expiration of the validity period, DC-MSME will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that its proposal has been accepted. The notification of award will constitute the award of the Agreement. Upon the successful bidder's furnishing of performance bank guarantee, DC-MSME will proactively notify each unsuccessful bidder. The successful bidder will be required to furnish the performance bank guarantee within fifteen days of signing of Agreement.

8.5 Agreement Finalization and Award

The Bid Evaluation Committee shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid by the Bid Evaluation committee on the basis of Technical and Commercial Evaluation to the proposed National Portal Project. If it is unable to finalize the Agreement with the bidder ranked first due to any reason, the Bid Evaluation Committee may proceed to and negotiate with the next ranked bidder, and so on as per General Financial Rules (GFR) until Agreement is signed. DC-MSME reserves the right to present Agreement to the bidder selected for negotiations. Agreement will be awarded to the responsible, responsive bidder whose proposal conforms to the RFP and is, in the opinion of the Bid Evaluation Committee, the most advantageous and represents the best value to the proposed project, price and other factors considered.

Evaluations will be based on the proposals, and any additional information requested by the Bid Evaluation Committee.

Proposed project will involve the payment for the Agreement based on not only successful delivery of the solution but also on the success of the project after “Go-live”.

8.6 Performance Bank Guarantee

A PBG of Rs. 50 Lakhs (Rupees Fifty Lakhs) would be furnished by the IA in the form of a Bank Guarantee as per [Appendix 9](#) from any of the Scheduled Banks in India. Details of the bank are to be furnished in the commercial offer. The PBG should be furnished within 15 days from the signing of the Agreement and should be valid for the Agreement term period plus 180 days (180 days from end of Agreement term).

8.7 Failure to agree with the Terms & Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event DC-MSME may award the Agreement to the next best value bidder or call for new proposals.

9 Appendix 1: Acknowledgement of Receipt of RFP

(Company letterhead)

[Date]

To

Director, Information Rights
Room No. 280, North Block,
Department of Personnel & Training,
New Delhi

Sub: Acknowledgement of the RFP

Dear Sir/Madam,

1. This is to notify you that we have received the complete set of RFP documents in CD form circulated by the DC-MSME, for the **National Portal project** of the DC-MSME, Ministry of Micro, Small and Medium Enterprises.
2. The following persons will be the authorized representatives of the company for all the future correspondence till the completion of the bidding process, between the DC-MSME and our organization.

	Primary Contact	Secondary Contact
Name:		
Title:		
Company Name:		
Address:		
Phone:		
Mobile:		
Fax:		
E-mail:		

3. We understand that it will be the responsibility of our organization to keep DC-MSME informed of any changes in this list of authorized persons and we fully understand that DC-MSME shall not be responsible for non-receipt or non-delivery of any communication and/or any missing communication in the event reasonable prior notice of any change in the authorized person(s) of the company is not provided to DC-MSME.

4. Information relating to the examination, clarification and any other processes concerning the RFP and selection shall not be disclosed to any person(s) not officially concerned with such process until the process is over. Undue use of confidential information related to the process by us may result in rejection of our proposal.

Sincerely,

(Signature)
Name and Title

10 Appendix 2: Non-Disclosure Agreement (NDA)

[Company Letterhead]

This AGREEMENT (hereinafter called the “Agreement”) is made on the [day] day of the month of [month], [year], between, Development Commissioner – Micro, Small and Medium Enterprises, (DC-MSME), Ministry of Micro, Small and Medium Enterprises, _____, on the one hand, (hereinafter called the “Purchaser”) and, on the other hand, [Name of the bidder] (hereinafter called the “Bidder”) having its registered office at [Address]

WHEREAS

1. The “Purchaser” has issued a public notice inviting various organizations for provision of services under the DC-MSME National Portal Project (hereinafter called the “Project”) of the Purchaser;
2. The Bidder, having represented to the “Purchaser” that it is interested to bid for the proposed Project,

The Purchaser and the Bidder agree as follows:

1. In connection with the “Project”, the Purchaser agrees to provide to the Bidder a Detailed Document on the Project vide the Request for Proposal contained in three volumes. The Request for Proposal contains details and information of the Purchaser operations that are considered confidential.
2. The Bidder to whom this Information (Request for Proposal) is disclosed shall:
 - a. Hold such Information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information;
 - b. Restrict disclosure of the Information solely to its employees, agents and contractors with a need to know such Information and advise those persons of their obligations hereunder with respect to such Information;
 - c. Use the Information only as needed for the purpose of bidding for the Project;
 - d. Except for the purpose of bidding for the Project, not copy or otherwise duplicate such Information or knowingly allow anyone else to copy or otherwise duplicate such Information; and
 - e. Undertake to document the number of copies it makes
 - f. On completion of the bidding process and in case unsuccessful, promptly return to the Purchaser, all Information in a tangible form or certify to the Purchaser that it has destroyed such Information.
3. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any Information which:
 - a. Was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder’s written records prepared prior to such disclosure; or
 - b. Is or becomes publicly known through no wrongful act of the Bidder; or

- c. Is independently developed by an employee, agent or contractor of the Bidder not associated with the Project and who did not have any direct or indirect access to the Information.
4. The Agreement shall apply to all Information relating to the Project disclosed by the Purchaser to the Bidder under this Agreement.
5. The Purchaser 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.
6. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the bidder, in any of the Information. Notwithstanding the disclosure of any Information by the Purchaser to the Bidder, the Purchaser shall retain title and all intellectual property and proprietary rights in the Information. No license under any trademark, patent or copyright, or application for same that are now or thereafter may be obtained by such party is either granted or implied by the conveying of Information. The Bidder shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Purchaser on any copy of the Information, and shall reproduce any such mark or notice on all copies of such Information.
7. This Agreement shall be effective from the date the last signature is affixed to this Agreement and shall continue in perpetuity.
8. Upon written demand of the Purchaser, the Bidder shall (i) cease using the Information, (ii) return the Information and all copies, notes or extracts thereof to the Purchaser forthwith after receipt of notice, and (iii) upon request of the Purchaser, certify in writing that the Bidder has complied with the obligations set forth in this paragraph.
9. This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
10. CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITH ALL FAULTS. IN NO EVENT SHALL THE PURCHASER BE LIABLE FOR THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION.
11. This Agreement shall benefit and be binding upon the Purchaser and the Bidder and their respective subsidiaries, affiliate, successors and assigns.
12. This Agreement shall be governed by and construed in accordance with the Indian laws.

For and on behalf of the Bidder

_____(Signature)_____

(Name of the Authorized Signatory)

Date

Address

Location:

11 Appendix3: Format for Statement of Deviation(s) from Scheduled Requirements

S. No. (1)	Reference of RFP Volume Number, Section No. & Pg. No (2)	Deviation in the Proposal (3)	Brief Reasons (4)

Signature of Authorized Signatory

Date:

Company Seal:

12 Appendix 4: Undertaking on Conflict of Interest

(Company letterhead)

[Date]

To

Development Commissioner

Office of development commissioner (MSME)

"A" Wing 7th Floor,

Nirman Bhawan,

New Delhi-110108

Sir/Madam,

Sub: Undertaking on Conflict of Interest

I/We as Bidder/Consortium do hereby undertake that there is absence of, actual or potential conflict of interest on the part of the Bidder or any prospective subcontractor due to prior, current, or proposed Agreements, engagements, or affiliations with DC-MSME.

I/We also confirm that there are no potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the RFP.

We undertake and agree to indemnify and hold DC-MSME harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees & fees of professionals, reasonably) by DC-MSME and/or its representatives, if any such conflict arises later.

Yours faithfully,

Authorised Signatory

Designation

13 Appendix 5: Proposal Covering Letter

[Date]

To,

Development Commissioner
Office of development commissioner (MSME)
"A" Wing 7th Floor,
Nirman Bhawan,
New Delhi-110108

Dear Sir/Madam,

Ref: Request for Proposal (RFP) for the National Portal Project of the DC-MSME, Ministry of Micro, Small and Medium Enterprises.

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for the National Portal Project of DC-MSME, Ministry of Micro, Small and Medium Enterprises.

To meet such requirements and provide such services as required are set out in the RFP:

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake that, if our proposal is accepted, to adhere to the implementation plan (Project schedule for providing Professional Services in Design, Development, Implementation and Maintenance of the National Portal Solution put forward in RFP (Vol. I) or such adjusted plan as may subsequently be mutually agreed between us and DC-MSME or its appointed representatives.

If our proposal is accepted, we will obtain a performance bank guarantee in the format given in the RFP document issued by a Scheduled Bank in India, acceptable to DC-MSME, for a sum of Rs. 50 Lakhs (Rupees Fifty Lakhs Only) for the due performance of the Agreement.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this response to RFP for a period of SIX MONTHS from the date fixed for bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal Agreement is prepared and executed, this response to RFP, together with your written acceptance thereof in your notification of award, shall constitute a binding Agreement between us and DC-MSME.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the

DC-MSME is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the DC-MSME as to any material fact.

We agree that you are not bound to accept the lowest or any response to RFP you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the response to RFP.

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

Dated this Day of **2013**

(Signature) (In the capacity of)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of bidder

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am of the, and that who signed the above Bid is authorized to bind the corporation/Company by authority of its governing body.

Date

(Seal here)

14 Appendix 6: Pre-Qualification Bid Format

Particulars	Details to be Furnished		
Details of the Prime Bidder (Company)			
Name			
Address			
Telephone		Fax	
E-mail		Website	
Year of establishment and constitution of organization			
Details of Authorized person			
Name			
Address			
Telephone		Email	
Details of the member of the Consortium-Company/ Organization /Trusts/Society (Please provide information of all the Consortium members separately)			
Name			
Address			
Telephone		Fax	
E-mail		Website	
Details of Authorized person of the Consortium			
Name			
Address			
Telephone		Email	
Year of establishment and constitution of organization			
Details of Specific Responsibilities of each of the Consortium members (applicable in case of Consortium)			
Name of Prime Bidder or member Company (in case of Consortium)		Specific responsibilities of each member (incl. Prime Bidder) in the	

Pre-Qualification Criteria	Supporting Documents	Compliance (Yes/No)	Detailed Remarks
1. The Bidder (if it is Single Bidder) must be a company registered under Indian	<ul style="list-style-type: none"> Certificate of Incorporation 		

Companies Act 1956 or the Partnership Act 1932. In case of a consortium, all consortium members must be registered under Indian Companies Act 1956 or the Partnership Act 1932 or Indian Trusts Act or Societies Registration Act.	<ul style="list-style-type: none"> • Relevant certificates in case of Trust and Societies 		
2. The Prime Bidder should have been in operation for at least five years as of 31st March 2013 providing software development and maintenance /ITeS related services.	<ul style="list-style-type: none"> • Certificate of Incorporation • Certificate of Commencement of Business issued by the Registrar of Companies 		
3. The Bidder (single) / Prime Bidder in case of consortium should have had an average annual turnover of at least Rs. 30 Crores during the last 3 financial years ending 31st March 2013 from software development and maintenance /ITeS related operations.	Audited financial statements for the last 2 financial years. Provisional audited statement for year 2010-11 declared by requisite authority.		
4. The Bidder (single) / Prime Bidder in case of consortium should have a software development centre in National Capital Region (NCR)	List of software development centres in NCR		
5. The Bidder (single) / Prime Bidder in case of consortium should have net worth of at least Rs. 5 Crores as on 31st March 2013.	Provisional audited statement for year 2010-11 declared by requisite authority.		
6. Bidder (single) / each member of the Consortium should not be blacklisted/terminated by any Central Government organization / agency for unsatisfactory past performance, corrupt, fraudulent	Undertaking from the authorized signatory		

or any other unethical business practices			
7. Prime Bidder must be a profit making company in at least two of the last three financial years ending 31st March 2013.	Audited financial statements for the last 3 financial years		
8. Prime Bidder shall have at least one location owned by the Company in India with 200 operational software development and maintenance staff.	Undertaking from the authorized signatory		
9. Prime Bidder to provide	Undertaking from the authorized signatory		
9. Prime Bidder to provide list of client's along with contact details (name, address, telephone, email) mentioning number of seats for each clients.	Undertaking from the authorized signatory		
10. Prime Bidder to provide list of software development centres in India mentioning the number of staff	Undertaking from the authorized signatory		
11. Prime Bidder must have at least 250 full-time software developers on its payroll as on 31st March 2013	Undertaking from the authorized signatory		
12. The Bidder shall have proven Experience in Portal Software development/customization /implementation	Copy of work order or client certificates along with value of contract		

15 Appendix 7: Technical Bid Format

1. Bidder Profile

1. Company Name (including Holding Company or Parent Company (if any))

2. Date of Incorporation and years in Business

3. Company's Head Office/Registered Office and addresses

Call person(s):

Phone

Fax

E-mail

Website

4. Ownership and Management details of the company

5. Net worth of the bidder

6. Turnover from domestic sales

Turnover from International sales

7. Current and planned operational locations

8. Number of years of proven experience in the areas of providing software services

9. Sectors in which the company has provided/been providing software services

10. Indian languages in which the company has supported software services and capability in Indian regional languages.

11. Number of full time personnel currently under employment with reference to Software Development Centre

12. Any accreditation/certification/rating from an internationally reputed third party agency

13. Any pending or past litigation (in last 3 years)? If yes please give details

14. Number of Locations of Software Development Centres in the Country with seats

Bidder's Experience

15. Provide bidder's experience in various domains, wide range and variety of software services being handled by the bidder in these domains. Include 3 case studies supporting this experience.

16. Provide size of 5 top clients with citations and client satisfaction certificate.

17. Provide bidder's experience in implementing Portal with citation and client certificate

18. Provide bidder's experience of having handled e-governance (for Government/PSUs) projects providing Portal services supported by two case studies

19. Provide bidder's experience of having provided Portal services in Hindi and other regional languages supported by a case study.

20. Provide bidder's experience of having implemented similar projects supported by two case studies

21. Provide bidders' experience in ramp-up of software development centre capacity and timeframe required for setting up for a new client. Provide Client Satisfaction Report.

22. Provide bidder's experience in proposed technology for portal in response to the RFP. Provide two case studies of having implemented projects using the proposed technology

23. Provide bidder's experience in overseeing the IT Infrastructure and hosting services for applications at DC and DR. In case the bidder does not own a Data Centre and bidder was responsible for hosting the application in a third party Data Centre, that experience can be

mentioned.

24. Provide experience of bidder in training the end users on using the applications developed by the bidder

Proposed Technical Solution Details

30. Application Architecture along with software platform technology details. Advantages of proposed architecture

Scalability, manageability, security considerations of the design

Integration details with any third party software

IT infrastructure details for the portal

Proposed tools for software development and maintenance

Bill of material of all the components with specifications excluding cost for portal

Approach and Methodology

37. Approach and methodology for portal development

38. Project Plan

39. SL monitoring and reporting procedure and tools used for the same

40. Project management and Governance structure

41. Quality Management process

42. Approach for continuous improvement of services and productivity improvement

43. Operation and Maintenance approach

44. Knowledge management process

45. Approach for training requirements of Government department personnel on portal usage

Proposed Project Team

46. Selection, training and retaining process of software development (including both development and testing) and maintenance personnel.

47. Level of skills & relevance of experience of

- a. Project Management Team
- b. Portal Design and Development Team
- c. Operation and Maintenance Team
- d. Subject Matter Expert (s)
- e. Certification relevant to the role described
- f. Professional Qualifications of proposed resources
- g. Relevant certification of proposed resources
- h. Profiles of resources proposed for the project must be provided in the below format

Format for the Profiles of Project Team (Please fill it separately for all the team members)

Name of the person	
Current Designation / Job Title	
Current job responsibilities	
Proposed Role in the Project	
Proposed Responsibilities in the Project	
Academic Qualifications: <ul style="list-style-type: none"> 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	
The names of customers (Please provide the relevant names)	
<p>Past assignment details (For each assignment provide details regarding name of organizations worked for, designation, responsibilities, tenure)</p> <p>Prior Professional Experience covering:</p> <ul style="list-style-type: none"> • Organizations worked for in the past <ul style="list-style-type: none"> ○ Organization name ○ Duration and dates of entry and exit ○ Designation ○ Location(s) ○ Key responsibilities • Prior project experience <ul style="list-style-type: none"> • Project name • Client • Key project features in brief • Location of the project • Designation • Role • Responsibilities and activities • Duration of the project <p>Please provide only relevant projects.</p>	
Proficient in languages	
Any experience related to e-governance / Portal development for a government department / PSU.	

16 Appendix 8: Commercial Bid Format (to be decided as per business model)

Following is the Commercial Bid table for Bidders to quote the commercials under this Project:

Pricing Component	Pricing Metric	Notation for the Pricing Component	Value (upto 2 decimals places)	Value in words (upto to 2 decimals places)
Charges for the design, development, and implementation of the Portal till Go-Live				
Estimated Effort	Number of person-months of effort required	F (E-I)		
Unit Rate	Per person-month charges in INR	F (R-I)		
Charges for Operations and Maintenance of the Portal post Go-Live till the end of the Agreement Period				
Estimated Effort per year	Number of person-months of effort required per year for maintaining the Portal	F (E-M)		
Unit Rate applicable during the entire Agreement Period	Per person-month	F (R-M)		

Note:

Per Person-Month Charges shall be inclusive of all the all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out under this Project. Service Tax, if any applicable, shall be payable extra, at actuals by the DC-MSME in accordance with the conditions of this Contract and upon submission of proof of payment of such taxes.

Commercial Bid price, “**F (b)**”, of the bidder is calculated as below

$$\mathbf{F (b)} = \mathbf{F (I)} + \mathbf{F (M)} * \mathbf{N}, \text{ where}$$

$$\mathbf{F (I)} = [\mathbf{F (E-I)} * \mathbf{F (R-I)}] + \text{Applicable service taxes}$$

$$\mathbf{F (M)} = [\mathbf{F (E-M)} * \mathbf{F (R-M)} + \text{Applicable services taxes}]$$

N is the number of years of the Agreement Period after the Go-Live date.

F (I) is the price for the Portal Implementation

F (M) is the annual maintenance cost

Bidder to specify the amount for the “Applicable service taxes” for both **F (I)** and **F(M)**.

17 Appendix 9: Performance Bank Guarantee

[Date]

To,

Development Commissioner
Office of development commissioner (MSME)
"A" Wing 7th Floor,
Nirman Bhawan,
New Delhi-110108

Dear Sir,

PERFORMANCE BANK GUARANTEE – National Portal Project for Department of Personnel & Training, New Delhi

WHEREAS

M/s. (name of bidder), a company registered under the Companies Act, 1956, having its registered office at (address of the bidder), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assignees), agreed to enter into a Agreement dated (Herein after, referred to as “Agreement”) with you (Development Commissioner, Ministry of Micro, Small and Medium Enterprises, GoI) for Design, Development, Implementation and Maintenance of proposed National Portal Project for DC-MSME.

We are aware of the fact that as per the terms of the Agreement, M/s. (name of bidder) is required to furnish an unconditional and irrevocable bank guarantee in your favour for an amount Rs. 50 Lakhs (Rupees Fifty Lakhs Only) and guarantee the due performance by our constituent as per the Agreement and/or the RFP documents and do hereby agree and undertake to pay the amount due and payable under this bank guarantee, as security against breach/ default of the said Agreement by our constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Agreement with you, for other good and valuable consideration the receipt and sufficiency of which is acknowledged we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

We, for the purpose hereof unconditionally and irrevocably undertake to pay to you without any demur, reservation, caveat, protest or recourse; immediately on receipt of first written demand from you, a sum or sums (by way of one or more claims) without you needing to prove or to show to us grounds or reasons for such demand for the sum specified therein and notwithstanding any dispute or difference between you and our constituent in respect of the performance of the Agreement or breach of the RFP documents or moneys payable by our constituent to you or any

matter whatsoever. We hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of Rs.50 Lakhs (Rupees Fifty Lakhs only)

Notwithstanding anything to the contrary, as contained in the said Agreement, we agree that your decision as to whether our constituent has made any such default(s) / breach (es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, will be valid, binding and conclusive on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. We hereby waive the necessity for you from demanding the aforesaid amount or any part thereof from our constituent and also waive any right that we may have of first requiring you to pursue its legal remedies against our constituent, before presenting any written demand to us for payment under this Bank Guarantee.

This Performance Bank Guarantee shall continue and hold good till 180 days after the completion of the Agreement period ("Validity Period").

We bind ourselves to pay the above said amount at any point of time commencing from the date of this Performance Bank Guarantee until the Validity Period. This Bank Guarantee shall be in addition to and not in substitution or in derogation of any other security held by you to secure the performance of the obligations of our constituent under the Agreement.

We further agree that the termination of the said Agreement virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.

We hereby expressly waive all our rights to pursue legal remedies against DC-MSME.

We the guarantor, as primary obligor and not merely surety or guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Agreement is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as detailed herein and if sent by post, it shall be deemed to have been provided to us after the expiry of 48 hours from the time it is posted.

This Guarantee shall be a continuing bank guarantee. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent upon intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to your benefit and

be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to Rs.50 Lakhs(Rupees Fifty Lakhs only) and shall continue to exist, subject to the terms and conditions contained herein.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney dated _____ issued in your favour by the bank. .

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Agreement, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed Rs. 50 Lakhs (Rupees Fifty Lakhs only).

This Performance Bank Guarantee shall be valid only up to the completion of the period of Validity Period; and

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before (Date i.e. End of Validity Period) for the proposed National Portal Project in Design, Development, Implementation and Maintenance of the solution for the Development Commissioner – Micro, Small and Medium Enterprises (DC-MSME).

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period,subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India at New Delhi for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such count.

Dated this day 2013

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation

(Address of the Bank)

In Presence of

1)

2)

Note: This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence

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National Portal for the Office of DC-MSME, Government of India

REQUEST FOR PROPOSAL

Volume III

Jan 2013

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1 Glossary

Term	Definition
Agreement Period	The tenure of the agreement signed between the DC-MSME and the IA for implementing this RFP and includes the maintenance period for the National Portal. The agreement period would be 10 years starting from the date of the agreement.
AMC	Annual Maintenance Cost
BG	Bank Guarantee
CAPEX	Capital Expenditure
DC	Data Centre
DPR	Detailed Project Report
DC-MSME	Office of the Development Commissioner – Micro, Small and Medium Enterprises
DRC	Disaster Recovery Centre
EMD	Earnest Money Deposit
GFR	General Financial Rules
GoI	Government of India
IA	Implementation Agency
Implementation	Project delivery including detailed requirements and design, software development, testing, installation and acceptance testing and other activities involved upto the 'Go-Live' date of the Project.
MIS	Management Information System
MoMSME	Ministry of Micro, Small and Medium Enterprises
MSME	Micro, small and medium sized enterprises
NDA	Non-Disclosure Agreement
National Portal or Portal	The portal to be developed as per the RFP
OPEX	Operational Expenditure
PBG	Performance Bank Guarantee
RFP	Request For Proposal
SFS&RD	System Functional Specifications and Requirements Document

Table 1: Glossary

Note:The words “National Portal”, “System”, “Portal” and “Project” are used interchangeably throughout this document to refer to the deliverables associated with this RFP.

2 Introduction

2.1 Request for Proposal Structure

The content of this Request for Proposal has been structured into three volumes as explained below:

Volume I: Functional and Technical Requirements

Volume I of Request for Proposal intends to bring out all the details with respect to the solution and other requirements that DC-MSME deems necessary to share with the potential bidders. The information set out in this volume has been broadly categorized as Functional, Technical, and Operational requirements covering multiple aspects of the requirements.

Volume II: Commercial and Bidding Terms

Volume II details out all that may be needed by the potential bidders to understand the commercial terms and various bidding processes.

Volume III: Draft Agreement including Service Levels

Volume III explains the contractual terms that DC-MSME wishes to specify at this stage. It basically consists of a draft of Agreement that needs to be signed between DC-MSME and the successful bidder (Implementation Agency). This Agreement includes a separate Article on Service Levels.

This document is Volume III with reference to the above structure.

3 Draft Agreement

Agreement

This Agreement together with all its Schedules/Annexures (hereinafter referred to as the “Agreement”, as defined hereinafter) is made and executed at New Delhi [] on this ____ day of [], 2013, and shall be effective and binding from _____ (hereinafter referred to as “**Effective Date**”) by and between:

(i) Office of the Development Commissioner – Micro, Small and Medium Enterprises, Ministry of Micro, Small and Medium Enterprises, Government of India acting on behalf of President of India (herein after referred to as “**DC-MSME**” which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized agents, representatives and permitted assigns) being the PARTY OF THE FIRST PART;

AND

(ii) [●name of the company to whom the contract is awarded], a company registered under the Indian Companies Act, 1956 having its registered office at _____ and place of business at _____ (hereinafter referred to as “Implementation Agency/IA” which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized agents, representatives and permitted assigns) through its authorized signatory [●please insert] who is authorized to sign, execute vide a board resolution dated [●please insert] passed by its board of directors being the PARTY OF THE SECOND PART.

DC-MSME and Implementation Agency are collectively referred to as the “Parties” or individually referred to as a “Party” as the context may require.

WHEREAS

- A. DC-MSME intends to enable the design, development, implementation & maintenance of a portal; provision of portal hosting services at NIC; and training to the DC-MSME personnel under Portal project (hereinafter referred to as “Project”, defined hereinafter).
- B. DC-MSME undertook selection of a suitable Implementation Agency, through an open tender route, through competitive bidding for implementing the Project and issued request for proposals (“RFP”) dated [..../.../2013];
- C. The Implementation Agency has been selected as the successful bidder to undertake the Project to achieve the defined objectives and scope of work mentioned in RFP Volume I and desired service levels provided in Article X of the RFP Volume III under Project;
- D. DC-MSME intends to accord to the Implementation Agency the right to undertake and implement the Project on the terms and conditions set forth below.
- E. The Implementation Agency in pursuance of its proposal undertakes to implement the Project stated hereinabove.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS AND CONDITIONS HEREIN CONTAINED, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

DC-MSME and the Implementation Agency have agreed to enter into this Agreement to govern the way in which the Implementation Agency will design, develop, implement & maintain the Portal Project and deliver the services specified under this Agreement and the desired Service Levels provided in Article X of the RFP Volume III, in accordance with roles and responsibilities of DC-MSME and its nominated agencies as set forth in the RFP and in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers or representatives.

For and on behalf of DC-MSME

For and on behalf of Implementation Agency

(Name and Designation)

(Name and Designation)

Date:

Date:

Place:

Place:

Witnessed by

Witnessed by

1.

1.

2.

2.

4 Article 1 – Definitions and Interpretations

4.1 Definitions

a. In this Agreement, unless the context requires otherwise:

- i. **“Agreement”** means this agreement together with all the schedules, requirements, scope of work, contents, and specifications of all the volumes of the RFP. In the event of a conflict between this Agreement and the Schedules, the terms of the Agreement shall prevail;
- ii. **“Project”** means the “Portal Project” and its solution design, development, implementation, operations and maintenance etc.as per the agreed terms and conditions laid down in the RFP;
- iii. **“Application/Portal Application”** means the software designed, developed, tested and deployed for the Project by the Implementation Agency for the purposes of rendering the services to the Stakeholders of the Project and includes the source code along with associated documentation, which is the work product of the development efforts involved in the Project and the improvements and enhancements effected during the term of the Project, but does not include the third party software products (except for the customization components on such products), proprietary software, components and tools deployed by the Implementation Agency and which shall be solely owned by the DC-MSME;
- iv. **“Confidential Information”** means all information relating to the Project including the Project data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, customers, suppliers, products, developments, operations, processes, Data, trade secrets, designs, drawings, formulae, know-how, business strategies, flowcharts and information relating to the personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other party (whether a Party to this Agreement) in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement).IA is required to sign a Non-Disclosure Agreement (which is a part of the Agreement and given in Annexure A) for the entire duration of the Agreement Period and shall remain valid for the entire period of Agreement and thereafter.
- v. **“Deliverables”** Means the products, infrastructure and services agreed to be delivered by the Implementation Agency in pursuance of the Agreement as defined more elaborately in Volume I of the RFP in relation to the implementation stage and the operations and maintenance stage and includes all documents related to the solution, user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines and source code and all its modifications;
- vi. **“Effective Date”** means the date on which this Agreement comes into force.
- vii. **“Intellectual Property Rights”** means and includes all rights in the Portal Application, its improvements, upgrades, enhancements, modified versions that may be made from time to time, database generated, compilations made, source code and object code of the

- software, the said rights including designs, copyrights, trademarks, patents, trade secrets, moral and other rights therein;
- viii. **“Material Breach”** means breach that has an effect on (a) the ability of the IA to perform/discharge any of its duties/obligations under and in accordance with the provisions of the Agreement; and/or (b) the legal validity, binding nature or enforceability of the Agreement;
- ix. **“Performance Bank Guarantee”** shall mean the guarantee provided by the Implementation Agency from a Scheduled Bank in favour of DC-MSME for an amount specified in the Volume II of the RFP;
- x. **“Project Data”** means all proprietary data of the Project generated out of Project operations and transactions, documents and related information including but not restricted to user data which the Implementation Agency obtains, possesses or processes in the context of providing the Services to the users pursuant to this Agreement;
- xi. **“Project Implementation”** means Project Implementation as per the criteria prescribed in the Volume I of the RFP;
- xii. **“Project Implementation Completion date /Go-Live”** means the date on which the proposed Project is completely operational as per the requirements and definitions prescribed in the RFP and all the acceptance tests are successfully concluded to the satisfaction of DC-MSME.
- xiii. **“RFP”** or “Request for Proposal” means the documents containing the Technical, Functional, Operational, Commercial and Legal requirements for the implementation of the Project, issued in 3 volumes (referred to as Volume I, Volume II and Volume III) and includes the clarifications, explanations and amendments issued from time to time.
- xiv. **“Replacement Implementation Agency/Replacement IA”** means any third party that the DC-MSME may appoint to replace the Implementation Agency upon expiry of the Term or other termination of this Agreement to undertake the Services or part thereof;
- xv. **“Stabilization Period”** means the **period of 2 months** post go-live period after implementation of the Project. During this period Service Level penalties will not be imposed. Service Level compliance will start post Stabilization Period;
- xvi. **“Service Levels/SL”** means the operation and maintenance service levels, executed by and between Implementation Agency and DC-MSME, in terms of the service level requirements set out in Article X of Volume III of RFP. The Service Levels shall be applicable for the remaining part of the Agreement Period from the date of stabilization of the Project. All the payments shall be made based on the fulfillment of desired Service Levels for all the components under the Project during operations and maintenance phase (except for the Stabilization Period). **“Services”** means the services delivered to the Stakeholders of Project, as defined in the RFP using the tangible and intangible assets created, procured, installed, managed and operated by the Implementation Agency including the tools of information and communications technology and includes but is not limited to the list of services specified in Volume I of the RFP;
- xvii. **“Stakeholders”** means Office of DC-MSME, its field institutions, the target beneficiaries including individuals, enterprises, industry associations, nodal agencies for scheme implementation, academic & technical institutions, other government bodies etc.

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

4.2 Interpretation

In this Agreement:

- a. References to the Parties include their respective permitted assignees and/or the respective successors in title to substantially the whole of their respective undertakings.
- b. 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.
- c. Words denoting the singular shall include the plural and vice versa and words denoting persons shall include firms and corporations and vice versa.
- d. Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and similar words refer to this Agreement as a whole and not to any particular Article, Schedule. The term Articles, refers to Articles of this Agreement. 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.
- e. The headings and use of bold type in this Agreement are for convenience only and shall not affect the interpretation of any provision of this Agreement.

4.3 Structure

This Agreement includes all Articles, Schedules, and Annexures detailed out in this RFP Volume III.

In the event of any conflict between the articles of this Agreement and the Schedules, the terms of this Agreement shall prevail.

4.4 Conditions Precedent

Subject to express terms to the contrary, the rights and obligations under this Agreement shall be effective (at any point of time during the course of the Agreement) only upon fulfillment of all the conditions precedent set out in Articles Conditions Precedent for the Implementation Agency 4.4.1 and 4.4.2 (hereinafter referred to as "**Conditions Precedent**"). However, the DC-MSME, may at any time at its sole discretion waive fully or partially any of the Conditions Precedent for the Implementation Agency

4.4.1 Conditions Precedent for the Implementation Agency

The Implementation Agency shall have to fulfill Conditions Precedent, which are as follows:

- a. Provide bid security, warranties and other guarantees/ payments to the DC-MSME as specified in RFP Volume II and Performance Bank Guarantee within a period of 15 days from the signing of Agreement (please refer Section 8.4 of RFP Volume II).;

- b. Provide the DC-MSME certified true copies of its constitutional documents and board resolutions authorizing the execution, delivery and performance of this Agreement with the DC-MSME;
- c. The Project solution is designed, developed, tested, audited and accepted in accordance with the relevant provisions of the RFP;
- d. The IT and non-IT infrastructure is established for the Project as required under the RFP
- e. Services are provided in accordance with the terms of RFP (and Service Levels) during the Agreement Period.

4.4.2 Non-fulfillment of the Conditions Precedent

- a. In the event that any of the Conditions Precedent relating to the Implementation Agency has not been fulfilled and the same has not been waived by the DC-MSME fully or partially, this Agreement shall cease to have any effect as of that date.
- b. In the event that the Agreement fails to come into effect on account of non-fulfillment of the Implementation Agency's Conditions Precedent, the DC-MSME shall not be liable in any manner whatsoever to the Implementation Agency and the DC-MSME shall forthwith forfeit the Performance Guarantee.
- c. In the event that vacant possession of any of the Project facilities and/or Project Data has been delivered to the Implementation Agency prior to the fulfillment in full of the Conditions Precedent, upon the termination of this Agreement such shall immediately revert to the DC-MSME free and clear from any encumbrances or claims.
- d. Instead of terminating this Agreement as provided in paragraph 1.3.2(a) above, the Parties may extend the time for fulfilling the Conditions Precedent and the Term of this Agreement by mutual agreement. It is clarified that any extension of time shall be subject to imposition of penalties on the Implementation Agency linked to the delay in fulfilling the Conditions Precedent.

5 Article II – Initialization Phase

5.1 Scope of Agreement

This Agreement shall govern the provision of the contracted professional services for the:

1. Design, develop, implement, operate and maintain the National Portal.
2. Interface with NIC for the provisioning of the Data Centre and Disaster Recovery Centre services for hosting of the National Portal.
3. Training to DC-MSME personnel and other staff designated by DC-MSME for obtaining training on the Portal.

All such services will be included in this Agreement through relevant definitions and the Service Levels.

5.2 Agreement Period

The term of the Agreement shall be for a period of **xxxyears (yyy months)** from the Effective Date (hereinafter referred to as “Term”). The first **nine** months shall be for the design, development and implementation of the Project. Operations and maintenance phase shall be for the remaining part of the Term from the date of Go-Live. Stabilization Period shall be **for 2 months** from the date of Go-Live. Service Levels shall be operational post Stabilization Period of the project.

DC-MSME may choose to extend the term of the Agreement for further period of 2 years, with all the terms being the same as for original term.

5.3 Commencement and Duration of this Agreement

This Agreement shall come into force on Effective Date and shall continue till the completion of the operations and maintenance phase, subject to fulfilment of the rights and obligations of the Parties under the Agreement.

5.4 Scope and Provision of the Services

- a. The provision of Services to the Stakeholders with certainty and speed is the essence of the Agreement between the Parties.
- b. The Implementation Agency represents that it is a competent provider of information technology services especially in the areas of Portal, development of applications of high scalability, e-governance, etc. Implementation Agency 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 their knowledge with the DC-MSME regarding matters which would assist the DC-MSME in its use of the services, provided that Implementation Agency shall not be obligated to share other client information or Confidential Information of Implementation Agency not relevant to this Agreement.
- c. The services shall be performed by the Implementation Agency pursuant to terms under the Service Levels pursuant to this Agreement.
- d. The Implementation Agency shall perform the Services (a) in a good 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 this Agreement, (b) so as to comply with the applicable Service Levels, if any, in accordance with

Article X of this RFP and (c) with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and sound management practices in the IT industry.

- e. Implementation Agency shall not engage and shall also cause its personnel, agents, consultants, contractors and their personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict, with the activities assigned to Implementation Agency or them under or pursuant to this Agreement. Implementation Agency undertakes not to accept any other Assignment that, by its nature, may be in conflict with its obligations under this Agreement.
- f. No Party to this Agreement will at any time perform, or omit to perform, any act which they are aware, at the time of performance, will place the other Party in default under any insurance policy, mortgage or lease, governing activities at any location provided by the DC-MSME.

5.5 Commencement and Duration of the Service Levels

- a. The operation and maintenance Service Levels as mentioned in Article X will commence from the post Stabilization Period. The Service Levels shall run for a period of **ofxxxx years and yyyy months** or for any mutually extended period unless terminated as provided herein.
- b. The Service Levels shall continue unless terminated earlier in accordance with its terms or unless otherwise agreed by the Parties, expire on the date on which this Agreement expires or terminates for any reason.

5.6 Approvals and Required Consents

- a. The Implementation Agency shall procure, maintain and observe all relevant and customary regulatory and governmental licenses, clearances, consents and applicable approvals (hereinafter the “**Approvals**”) necessary for the Implementation Agency to provide the Services. The costs of such Approvals shall be borne by the Party normally responsible for such costs according to local custom and practice in the locations where the Services are to be provided.
- b. Both parties will give each other all co-operation and information reasonably required to meet their respective obligations under this Agreement.
- c. The DC-MSME, shall use reasonable endeavours to assist Implementation Agency obtain the required Approvals. In the event that any required Approval is not obtained, the Implementation Agency and the DC-MSME will co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for the DC-MSME, to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such required Approvals is obtained, provided that the Implementation Agency shall not be relieved of its obligations to provide the Services and to achieve the Service Levels until the required Approvals are obtained except to the extent that the Implementation Agency's obligations are dependent upon such required Approvals.

5.7 Use and Acquisition of Assets

During the Term, the Implementation Agency shall:

- a. In case of the Portal, and interfacing with NIC for Data Centre and Disaster Recovery Centre, take all reasonable and proper care of the entire software, documents, third party tools if any, and any network or any other information technology infrastructure components used for the Project including but not limited to the act of interfacing with NIC for the DC and DRC, and other facilities

leased / owned by the Implementation Agency exclusively in terms of the delivery of the Services as per this Agreement (hereinafter the “**Assets**”) in proportion to their use and control of such Assets which will include all upgrades/ enhancements and improvements to meet the current needs of the Project;

- b. 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 Volume I of the RFP as at the date the Implementation Agency takes control of and/ or first uses the Assets and during the entire Term of the Agreement;
- c. Ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of the Assets and provided to the Implementation Agency will be followed by the Implementation Agency and any person who will be responsible for the use of the Assets;
- d. Take such steps as may be properly recommended by the manufacturer of the Assets and notified to the Implementation Agency or as may, in the reasonable opinion of the Implementation Agency be necessary to use the Assets in a safe manner;
- e. To the extent that the Assets are under the control of the Implementation Agency, keep the Assets suitably housed and in conformity with any statutory requirements from time to time applicable to them;
- f. Provide permission to the DC-MSME and any persons duly authorized by him/ her to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any third party requirements;
- g. Not use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or contrary to law;
- h. Use the Assets exclusively for the purpose of providing the Services as appropriate; and
- i. Not sell, offer for sale, assign, mortgage, pledge, sub-let or lend out any of the Assets; and
- j. Use the Assets only in accordance with the terms hereof and those contained in this Agreement;
- k. Maintain standard forms of comprehensive insurance including liability insurance, system and facility insurance and any other insurance for the personnel, Assets, Data, software, etc.;
- l. Transfer the ownership of the Assets (not already with the DC-MSME-including the solution and Portal Application and the source code and associated documentation which is the work product of the development efforts involved in the Project) to the DC-MSME at the time of the expiry of the agreement or at the time of termination of the agreement between the parties (in sync with the submission of deliverables thereof by the Implementation Agency)in accordance with the terms of this Agreement;
- m. Ensure the integration of the software with hardware to be installed and the current Assets in order to ensure the smooth operations of the entire solution architecture to provide efficient services to all the Stakeholders of Project in an efficient and speedy manner; and
- n. A sign off from the DC-MSME at each stage is essential to close each of the above considerations.

5.8 Access to DC-MSME or its Nominated Agencies to the Project Locations i.e, DC or DRC or any other Project Location

- a. To the extent necessary for the DC-MSME to supervise the Services provided by the Implementation Agency and at no cost to the DC-MSME, the Implementation Agency shall subject to compliance by the DC-MSME with any safety and security guidelines which may be notified by the IA to the DC-MSME in writing, provide the DC-MSME or its nominated agency with:

- i. reasonable access to Project locations twenty-four hours a day, seven days a week (24X7X365 basis); and
 - ii. 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 necessary for the DC-MSME to perform its obligations hereunder.
- b. Locations and items shall be made available to the DC-MSME on an "as is, where is" basis by the IA. The Implementation Agency agrees to ensure that its employees, agents and contractors do not use the location, services and items :
 - I. for the transmission 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).

6 Article III – Management Phase

6.1 Governance

The review and management process of this Agreement shall be carried out in accordance with the Governance Schedule(Schedule IV) and shall cover all the management aspects as set out in the RFP.

6.2 Roles & Responsibilities

6.2.1 Role of the DC-MSME

As owner of the Project, the role of DC-MSME in the successful implementation of the Project includes discharging the following responsibilities:

- a. Strategic control over the Project.
- b. DC-MSME will appoint a nodal officer under this Project who will interact and co-ordinate with the Implementation Agency
- c. Release of payments as per the terms of the Agreement.
- d. Facilitate the training programs that will be conducted by the IA.
- e. Coordinating with all the Stakeholders of the Project.
- f. Coordinating with the Implementation Agency for defining the configuration data in the system
- g. Laying down the policies relating to access to information, usage of services through Portal.

6.2.2 Role of the Implementation Agency

Subject to the requirements specified in this RFP, IA will be responsible for:

- I. Design, develop, implement, operate and maintain the Portal
- II. Coordinate with NIC for the data centre and disaster recovery services for hosting of the portal
- III. Training to government personnel
- IV. Compliance with the Service Levels

6.3 Use of Services

DC-MSME or its nominees will use the Services in accordance with such procedures as may be formulated by the DC-MSME.

6.4 Changes

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

6.5 Security and Safety

- a. The Implementation Agency will comply with the directions issued from time to time by the DC-MSME, and the standards related to the security and safety as stated in the RFP Volume I, insofar as it applies to the provision of the Services.
- b. Each Party to this Agreement shall also comply with Project's information technology security and standards policies in force from time to time at each location of which the DC-MSME makes the Implementation Agency aware in writing insofar as the same apply to the provision of the Services.

- c. The Parties to the Agreement shall use reasonable endeavours 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 the Project's data, facilities or Confidential Information.
- d. The Implementation Agency shall, upon reasonable request by the DC-MSME or its nominee(s), participate in regular meetings when safety and information technology security matters are reviewed.
- e. The Parties under the Agreement 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 Project's facilities.

6.6 Co-operation

- a. Except as otherwise provided elsewhere in this Agreement, each Party ("Providing Party") to this Agreement undertakes promptly to provide the other Party ("Receiving Party") with all such information and co-operation which the Receiving Party reasonably requests, provided that such information and co-operation:
 - i. does not require material expenditure by the Providing Party to provide; and
 - ii. is reasonably required by the Receiving Party in order for it to comply with its obligations under this Agreement; and
 - iii. is not Confidential Information; and
 - iv. is capable of being provided by the Providing Party.
- b. Each Party agrees to co-operate with the contractors and sub-contractors of the other Party as reasonably requested in order to accomplish the purposes of this Agreement.

7 Article IV – Financial Issues

7.1 Terms of Payment and Service Credits and Debits

- a. In consideration of the Services and subject to the provisions of this Agreement, the DC-MSME shall pay the Implementation Agency for the Services rendered in pursuance of this Agreement, in accordance with the Terms of Payment Schedule (Schedule VI of this Agreement).
- b. All payments are subject to the application of service credits/ debits and penalties, and liquidated damages as may be defined and provided for in this Agreement. It is clarified here that the DC-MSME, will pay for the service credits as stated in accordance with the Terms of Payment Schedule as set out in Schedule VI and the DC-MSME, can also calculate a financial sum and debit the same against the terms of payment as defined in the Terms of Payment Schedule, as set out in [Schedule VI](#), as a result of the failure of the Implementation Agency to meet the Service Levels provided in [Article X](#), such sum being determined in accordance with the terms set out in this Agreement and/ generally not meet its obligations under the Agreement such sum being determined in accordance with the terms set out in the Agreement.
- c. Except as otherwise provided for herein or as agreed between the Parties in writing, the DC-MSME shall not be required to make any payments in respect of the Services other than those covered by the terms of payment as stated in the Terms of Payment Schedule as set out in [Schedule VI](#) of this Agreement.

7.2 Invoicing and Settlement

The provisions of the Invoicing Schedule as set out in Schedule V of this Agreement shall apply.

7.3 Tax

- a. DC-MSME shall be entitled to deduct withholding taxes, levies, cess, duties etc. from the amounts due and payable to the Implementing Agency wherever applicable as per the Applicable Laws. The IA shall pay for all other taxes in connection with this Agreement including, but not limited to, property, sales, use, excise duty, value-added, goods and services, consumption and other similar taxes or duties. The DC-MSME shall provide IA with the original tax receipt of any withholding taxes paid by DC-MSME on payments under this Agreement. The IA agrees to reimburse and hold the DC-MSME, harmless from any deficiency (including penalties and interest) relating to taxes that are its responsibility under this paragraph. For purposes of this Agreement, taxes shall include taxes incurred on transactions between and among the DC-MSME, the IA and any third party subcontractors (if any). Service Tax, if any applicable, shall be payable extra, at actual by the DC-MSME in accordance with the conditions of this Contract and upon submission of proof of payment of such taxes.
- b. In the event of any increase or decrease of the rate of taxes due to any statutory notification/s during the Term of the Agreement the consequential effect shall be to the account of the IA.
- c. 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 use of out-of-state materials, equipment or services and (iii) any exemption certificates or information reasonably requested by the other Party.

8 Breach, Rectification and Termination

8.1 Material Breach

- a. In the event that either Party believes that the other Party is in Material Breach of its obligations under this Agreement, such aggrieved Party may terminate this Agreement upon prior written notice to the other Party. Any notice served pursuant to this Article shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:
 - i. If there is a Breach which translates into default in providing Services by the Implementation Agency as per this Agreement, continuously for more than one week, then the DC-MSME will serve a seven days' notice for curing this Material Breach. In case the Material Breach continues after the notice period, the DC-MSME will have the option to terminate the Agreement.
 - ii. Because time is the essence of the Agreement, in case, for reasons prima facie attributable to the Implementation Agency, there is a delay of more than 2weeks in the Project Implementation Phase by the Implementation Agency prior to the acceptance testing and certification stage, the DC-MSME may terminate this Agreement after affording an opportunity to the Implementation Agency to explain the circumstances leading to such a delay. Further, the DC-MSME may also invoke the Performance Bank Guarantee given by the Implementation Agency.
 - iii. If there is a Breach by the DC-MSME for not providing the certification of the Implementation Phase, then the Implementation Agency may give a one month's notice for curing the Material Breach. In the event the Breach continues and which shall not have been remedied within thirty (30) working days of written notice to remedy, the Implementation Agency will have the option to terminate the Agreement subject to the termination and exit management clauses defined in the RFP.
 - iv. If the Implementation Agency, having been notified, fails to remedy the defect(s) within the specified period in the Agreement, DC-MSME may proceed to take such reasonable remedial action as may be necessary, at the Implementation Agency's risk and expense and without prejudice to any other rights.
- b. Where a change of control of the Implementation Agency has occurred whereby the Implementation Agency-company has merged, amalgamated or been taken over, due to which the majority shareholding of the Implementation Agency has been transferred to another entity, the DC-MSME can by a seven(7) days written notice, terminate this Agreement and such notice shall become effective at the end of the notice period.

8.2 Termination on the Ground of Bankruptcy / Insolvency

- a. Without prejudice to any other rights and remedies available to the DC-MSME, the DC-MSME may serve written notice on Implementation Agency at any time to terminate this Agreement with immediate effect in the event of a reasonable apprehension of bankruptcy of the Implementation Agency:
 - i. Implementation Agency shall in the event of an apprehension of bankruptcy immediately inform the DC-MSME well in advance (at least 3 months) about such a development;

- ii. Conversely if the DC-MSME apprehends a similar event regarding the Implementation Agency, it can exercise the right of termination in the manner stated hereinabove.

8.3 Effects of Termination

- a. In the event that the DC-MSME, or the Implementation Agency, terminates this Agreement pursuant to Article 8.1 and depending on the event of default, payments will be decided in accordance with the Terms of Payment Schedule as set out in [Schedule VI](#) of this Agreement. On termination, IA will handover Portal Application and all the databases to the DC-MSME. DC-MSME shall make the payment till the date of last work done. The Portal Application payment will be as per Payment Schedule as set out in [Schedule VI](#) of this Agreement.
- b. Upon termination of this Agreement, the Parties will comply with the Exit Management Schedule as set out in [Schedule II](#) of this Agreement.

8.4 Liquidated Damages

If the IA fails to complete the implementation of the Project before scheduled completion date as given in the Section **XX**, Implementation Schedule for various activities given in vol I of the RFP or the extended date (granted by the DC-MSME from time to time) or if IA repudiates the Contract before completion of the Work, the DC-MSME, at its discretion, may without prejudice to any other right or remedy available to the DC-MSME as under the Contract recover from the IA, Rs. 5000 per day in the form of Liquidated Damages ("Liquidated Damages"). The rate mentioned i.e. Rs. 5000 would be applicable to Liquidated Damages and no further proof regarding loss would be required.

In the case it leads to termination, the DC-MSME shall give written notice, as mentioned in 8.1 and 8.2, to the IA of its intention to terminate the Agreement and shall so terminate the Agreement unless during the notice period, the IA initiates remedial action acceptable to the DC-MSME.

The DC-MSME may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the IA in its hands (which includes the DC-MSME right to claim such amount against IA's Performance Bank Guarantee) or which may become due to the IA. Any such recovery or liquidated damages shall not in any way relieve the IA from any of its obligations to complete the works or from any other obligations and liabilities under the Contract.

The delay will be reflected in quarterly billed amount with regard to the Liquidated Damages.

8.5 Fraud by IA's Personnel

DC-MSME reserves its right to initiate criminal action against the agents/ employees of the IA for fraud or misappropriation, besides stringent penalties. The management of the IA should also be made liable for action in case of fraud, under the applicable laws.

9 Article VI – Obligation, Protection and Limitations

9.1 Warranties

a. The Implementation Agency warrants and represents to the DC-MSME that:

- i. The Implementation Agency has full capacity and authority and all necessary approvals to enter into and perform its obligations under the Agreement and to provide the Services;
- ii. The Agreement has been executed by a duly authorized representative of the Implementation Agency;
- iii. The Implementation Agency 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 so as to comply with Article 5.4;
- iv. The Services will be provided and rendered by appropriately qualified, trained and experienced personnel;
- v. Implementation Agency has and will have all necessary licenses, approvals, consents of third parties and all necessary technology, software and related hardware and networking expertise to enable it to provide the Services under this RFP
- vi. the Services will be supplied in conformance with all applicable laws, enactments, orders and regulations 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 the Agreement;
- vii. The execution, delivery and performance of the Agreement 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.
- viii. 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 the Agreement no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under the Agreement.
- ix. Implementation Agency will ensure that the software, third party tools provided if any for the proper functioning of the Portal and any infrastructure components required for interfacing with the DC and DRC at NIC, supplied by the IA and/or used in the course of the provision of the Services, save for the Assets, are operational and functional; and
- x. if Implementation Agency 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 the DC-MSME, the Implementation Agency will enforce such warranties on behalf of the DC-MSME, and pass on to the DC-MSME, the benefit of any other remedy received in relation to such warranties.
- xi. it has the financial standing and capacity to undertake the Project in accordance with the terms of the Agreement.

- xii. no representation or warranty by it contained herein or in any other document furnished by it to the DC-MSME or its nominee including the proposal or to any government authority contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading.
- b. Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the Implementation Agency is unable to meet the obligations pursuant to the implementation of the Project implementation, operations and maintenance services and any related scope of work as stated in this Agreement and the Schedules attached herein, the DC-MSME will have the option to invoke the Performance Guarantee after serving a written notice of fifteen days on the Implementation Agency.

9.2 Third-Party Claims

- a. Subject to Article 9.2b and 9.2c below, Implementation Agency (the "Indemnifying Party") undertakes to indemnify the DC-MSME, (the "Indemnified Party") from and against all losses, claims or damages on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement.
- b. The Indemnifying Party hereby indemnifies the Indemnified Party against any claim by third parties that the know-how, software, deliverables and Services furnished and used within the scope of this Agreement infringes any Intellectual Property Rights of the said third party and the Indemnifying Party undertakes to defend any action brought by such third party at its own costs, and the Indemnifying Party shall hold harmless and indemnifies the Indemnified Party and its directors, officers, employees and agents harmless from and against all liabilities, losses, damages, costs, claims, actions, proceedings, judgments, settlements, expenses or the like arising from such claim from related demands of such third party. In the event of the Indemnified Party suffering any liabilities, loss, damage, costs, expenses or the like as a result of such action by any third party, the Indemnifying Party shall pay the compensation amount demanded by the Indemnified Party without any demur or protest within thirty (30) days of receipt of such demand from the Indemnified Party.
- c. The indemnities set out in Articles 9.2 (a) and (b) 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 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 favour 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; and
- viii. in the event that the Indemnifying Party is obligated to indemnify the 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;

9.3 Limitation of Implementation Agency's (IA's) Liability towards the DC-MSME

- a. Notwithstanding any other term, there shall be no limitation of liability in case of any damages for bodily injury (including death) and damage to real property and tangible personal property and in case of willful fraud and/or (ii) the intellectual property infringement claims.
- b. This Agreement does not grant or create 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 Agreement.
- c. Any claim or series of claims arising out or in connection with this Agreement shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within a period of 36 months from the date when the cause of the Portal and action first arose or within such longer period as may be permitted by the applicable law without the possibility of Agreement waiver or limitation.
- d. The DC-MSME shall be entitled to claim the remedy of Specific performance under this Agreement.

FORCE MAJEURE

- a. Neither Party to this Agreement 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.

- b. The Party seeking to rely on Force Majeure shall promptly, within two (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 detailed 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.
- c. In the event the Force Majeure substantially prevents, hinders or delays the Implementation Agency's performance of Services necessary for the operation of Project's critical business functions for a period in excess of 5 days, the DC-MSME, may declare that an emergency exists. However, 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 DC-MSME will grant a period of 7 days to the Implementation Agency to resume normal activities under this Agreement. In case the Force Majeure continues and the Implementation Agency is not able to resume services, then the Designated Competent Authority may discuss the issue with the Implementation Agency and revise the existing timelines for the Project. If the Implementation Agency does not complete the Project Implementation in accordance with the revised timelines, the DC-MSME will have the option to invoke the Performance Guarantee and/or obtain substitute performance from an alternate supplier at the cost of Implementing Agency and/or terminate this Agreement

Post commencement of operations: If Force Majeure occur post commencement of operations and continues for a period in excess of five days, then the DC-MSME will grant a period of 7 days to the Implementation Agency to resume normal services under this Agreement. In case the Force Majeure continues and the Implementation Agency is not able to resume services, the DC-MSME may grant an extension of time to the Implementation Agency for rectifying the situation. However, the DC-MSME will deduct for each day of the extension period a percentage proportionate to the number of days and the volume(s) (Measured in terms of ratio to the overall volume as recorded in the previous month) expected in the affected area(s) from the next payable amount as per Payment Schedule. If there is any further delay despite the extended period, the DC-MSME will have the option to invoke the Performance Guarantee and/or obtain substitute performance from an alternate supplier at the cost of Implementing Agency and/or terminate the Agreement.

- d. All payments pursuant to termination due to Force Majeure event shall be in accordance with the Terms of Payment Schedule as set forth in Schedule VI of this Agreement.
- e. Notwithstanding the terms of this Article, the failure on the part of the Implementation Agency under the terms of Agreements to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of this Agreement against natural disaster, fire, sabotage or other similar occurrence shall not be an event of Force Majeure.

9.4 Data Protection

In the course of providing the Services the Implementation Agency may be compiling, processing and storing proprietary Project Data relating to the users/government.

- a. The Implementation Agency and each user are responsible for complying with its respective obligations under the applicable data protection laws and regulations governing the Project Data.
- b. The Implementation Agency is required to perform or adhere to only those security measures concerning the Project 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 terms of this Agreement.
- c. As a processor of Project Data, the Implementation Agency will process Project Data in accordance with the terms of this Agreement.
- d. The Implementation Agency shall not transfer any Project, Data unless otherwise authorized by the DC-MSME, in this regard.
- e. Upon reasonable written request from a Party to the Agreement, the other Party to the Agreement will provide the requesting Party with such information that it has regarding the Project, Data and its processing which is necessary to enable the requesting Party to comply with its obligations under the applicable data protection law or regulation.

9.5 Confidentiality Obligation of the IA

- a. The DC-MSME may permit the Implementation Agency to come into possession of confidential public records as per the needs of the Project and the Implementation Agency shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.
- b. Additionally, the Implementation Agency shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/ facilities.
- c. Implementation Agency shall be prohibited from using the Project-related data in whatever manner, for purposes other than administration of the Project. Implementation Agency shall undertake, on behalf of its agents and employees, that no Project related data shall be copied in any manner (paper, electronic, or human memory) and transferred to any entity (human or machine) other than that being through the Project for delivering job responsibilities defined for each individual.
- d. The Implementation Agency agrees that it shall not use, nor reproduce for use in any way, any Confidential Information except in furtherance of the relationship and purpose set forth herein. The Implementation Agency agree to protect the Confidential Information in the same manner as they protect their own proprietary and confidential information of similar importance but at all times using at least a reasonable degree of care.
- e. The DC-MSME shall retain all rights to prevent, stop and if required take the necessary punitive action against the Implementation Agency regarding any forbidden disclosure of the Confidential Information.
- f. The Implementation Agency shall ensure that all its employees, agents and sub-contractors execute individual non-disclosure agreements, which have been duly approved by the DC-MSME with respect to this Project.
- g. In connection with the Services, Implementation Agency may from time to time undertake one or more quality assessment reviews for the purpose of improving Project. In order for such reviews to be frank and candid, for the greatest benefit to the DC-MSME, and Implementation Agency, they shall be kept confidential to the greatest extent possible. The Parties agree that any

documentation created in connection with such quality assessment reviews shall be Confidential Information of Implementation Agency which is licensed to Project for any internal use except that in no event shall such documentation or the results of such reviews be discoverable or admissible (or used for any purpose) in any arbitration or legal proceedings against Implementation Agency related to this Agreement or the Services.

- h. The aforesaid provisions shall not apply to the information:
 - a. Already in the public domain; and
 - b. Which has been received from a third party who had the right to disclose the aforesaid information; and
 - c. Disclosed to the public due to a court order.
- i. Confidential Information shall be and remain the property of the DC-MSME and nothing in this Article shall be construed to grant Implementation Agency any right or license with respect to DC-MSME's Confidential Information otherwise than as is expressly set out in this Agreement.
- j. Subject as otherwise expressly provided in this Agreement all Confidential Information in tangible or electronic form under the control of the Implementation Agency shall either be destroyed, erased or returned to DC-MSME promptly upon the earlier of: (i) the written request of DC-MSME or, (ii) termination or expiry of this Agreement,
- k. The Implementation Agency agrees that monetary damages would not be a sufficient remedy for any breach of this Article by them and that the DC-MSME as appropriate, shall be entitled to equitable relief, including injunction and specific performance as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by the Implementation Agency of this Article, but shall be in addition to all other remedies available at law or equity to DC-MSME.
- l. The provisions of this Article shall survive the expiration or any earlier termination of this Agreement

9.6 Audit, Access and Reporting

- a. The Parties shall comply with the Audit, Access and Reporting Schedule as provided in Schedule III of the Agreement.
- b. The Implementation Agency shall, on request, allow access to the DC-MSME and its nominees to all information which is in the possession or control of the Implementation Agency, which relates to the provision of the Services as set out in the Audit, Access and Reporting Schedule and is required to comply with the terms of the Audit, Access and Reporting Schedule.

10 Failure to agree with the Terms & Conditions of the RFP

10.1 Intellectual Property

- a. Except to the extent otherwise expressly provided in this Agreement, the DC-MSME, shall retain exclusive Intellectual Property Rights to the Portal Application, portal infrastructure, database, forms and the compilations of the Project to which the DC-MSME, has sovereign rights and nothing herein shall or will be construed or deemed to grant to the Implementation Agency any right, title, license, sub-license, proprietary right or other claim against or interest in, to or under (whether by estoppels, by implication or otherwise) to the aforesaid rights.
- b. The IPR on the Portal Application shall vest with the DC-MSME, as soon as the system is certified by a 3rd party. A copy of the source code shall be kept in the custody of the DC-MSME with proper version control.
- c. Without limiting the generality of Article 7.1a and except to the extent otherwise expressly agreed by the Parties to this Agreement in writing, nothing contained in this Agreement shall or will be construed or deemed to grant to the Implementation Agency 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 Projector its respective affiliates/nominees or any confusingly similar designations of Project.
- d. Subject to any sole or exclusive rights granted by the DC-MSME to a third party prior to the Effective Date, the DC-MSME grants to the Implementation Agency and any sub-contractors to the Implementation Agency solely in their performance of Services for Projector its nominated agencies, non-exclusive, paid-up, royalty-free right and license during the Term of this Agreement, but not the right to sub-license, to use the Project Data including the right to copy, perform, display, execute, reproduce, modify, enhance and improve the Project Data to the extent reasonably necessary or useful for the provision of Services hereunder.
- e. Implementation Agency shall not use the Project Data for any purpose other than providing the Services under this Agreement. Further, Implementation Agency shall not use the Project Data to provide services for the benefit of any third party, as a service bureau.
- f. Implementation Agency shall indemnify, defend and hold harmless DC-MSME and their respective officers, employees, successors and assigns, from and against any and all losses arising from claims by third parties that any deliverable (or the access, use or other rights thereto) created by Implementation Agency pursuant to this Agreement or any equipment, software, information, methods of operation or other intellectual property (or the access, use or other rights thereto) provided by Implementation Agency or sub-contractors to the Implementation Agency pursuant to this Agreement (i) infringes a copyright enforceable in India, (ii) infringes a patent issued in India, or (iii) constitutes misappropriation or unlawful disclosure or use of another Party's trade secret under the laws of the India (collectively, "**Infringement Claims**"); provided, however, that this will not apply to any Deliverable (or the access, use or other rights thereto) created by (A) DC-MSME ; (B) third parties (i.e., other than Implementation Agency or Implementation Agency's sub-contractors) at the direction of DC-MSME.
- g. The DC-MSME shall have no liability or obligation to the Implementation Agency or any other Party under Article 7.1e above to the extent the Infringement Claim is based upon any use of the equipment, software, information, methods of operation or other intellectual property (or the access, use or other rights thereto) for any purpose other than providing the Services under this

Agreement and/or for the benefit of any third party (including any use by Implementation Agency or its nominees outside the scope of the Services) other than for Project.

- h. Notwithstanding any provisions of this Agreement to the contrary, the foregoing remedies constitute the Parties' sole and exclusive remedies and each Party's entire liability, with respect to Infringement Claims.
- i. If Implementation Agency uses in the course of the provision of the Services any Third Party System it will use all commercially reasonable endeavors to pass through to the DC-MSME such third party's warranties relating to such Third Party Systems. In the event that such warranties cannot be passed through to or enforced by the DC-MSME, the Implementation Agency will enforce such warranties on the DC-MSME's behalf and account to the DC-MSME, for so doing.
- j. All right, title and interest in and to, and ownership in, proprietary information of Project ("**Project Proprietary Information**") which is provided to Implementation Agency, and all modifications, enhancements and other derivative works of such Project Proprietary Information, as a result of Services rendered by the Implementation Agency hereunder shall remain solely with the DC-MSME. Implementation Agency shall be entitled to use such Project Proprietary Information only during the Agreement Term and only for the purposes of providing the Services or to the extent necessary for Implementation Agency's normal operational, repair and maintenance purposes related to the Services. The DC-MSME shall retain ownership of all Intellectual Property Rights related to Project Proprietary Information.
- k. All rights, titles and interests in and to, and ownership in, proprietary information of Implementation Agency, which is provided to the DC-MSME and all modifications, enhancements and other derivative works of such Implementation Agency Proprietary Information ("**Implementation Agency Proprietary Information/IA Proprietary Information**"), shall remain solely with Implementation Agency. The Implementation Agency will upon the award of the Project in its favour, declare the status of all the Implementation Agency Proprietary Information along with documentary support sufficient to establish its sole legal rights in the aforesaid Implementation Agency Proprietary Information to the DC-MSME. This Implementation Agency Proprietary Information shall refer to that which has been owned by the Implementation Agency prior to commencement of the Agreement. Additionally, any software that may be acquired from third parties during the term of the agreement and that which may be developed by the Implementation Agency during the course of the Agreement specifically for Project shall also not be considered as Implementation Agency Proprietary Information by the Project. The DC-MSME shall be entitled to use such Implementation Agency Proprietary Information only in connection with the Services or to the extent necessary for Project's normal operational, repair and maintenance purposes related to the Services. To the extent that the Implementation Agency Proprietary Information is incorporated within the Deliverables, Implementation Agency and its employees engaged hereby grant to the DC-MSME, a worldwide, perpetual, irrevocable, non-exclusive, transferable, paid-up right and license to use, copy, modify (or have modified), transport to Project facilities, and prepare from them, use and copy derivative works for the benefit of and internal use of Project such Implementation Agency Proprietary Information. The DC-MSME's rights pursuant to the preceding sentence include the right to disclose such Implementation Agency Proprietary Information to third party contractors solely for use on Project provided that all such third party contractors execute, deliver and comply with any customary confidentiality and nondisclosure agreements reasonably required by the DC-MSME.
- l. With respect to ownership of the Deliverables, the Parties agree that the following shall apply:

- i. All the deliverables provided to DC-MSME by IA during the course of its performance under this Agreement, subject to the foregoing provisions of this Article, all right, title and interest in and to such Deliverables, shall, as between IA and DC-MSME, immediately upon creation vest in DC-MSME. To the extent that the IAs Proprietary Information is incorporated within the Deliverables, IA and its employees engaged hereby grant to DC-MSME a worldwide, perpetual, irrevocable, non-exclusive, transferable, paid-up right and license to use, copy, modify (or have modified) to DC-MSME at facilities and locations provided by DC-MSME, and prepare from them, use and copy derivative works for the benefit of and internal use of Project, of such IAs Proprietary Information.
 - ii. If IA proceeds to apply for, or assign to any third party, any patent rights relating to IAs Proprietary Information referred to in the above clause, IA will ensure that DC-MSME's rights as provided herein are preserved.
- m. The DC-MSME hereby grants to Implementation Agency a non-exclusive right and license to access and use the Project Proprietary Information solely for the purpose of providing Services to the Project. Such right and license shall terminate upon the expiration or termination of this Agreement.
- n. Upon the expiration or any termination of this Agreement, IA shall undertake the actions set forth below in this Article to assist the DC-MSME to procure replacement services equivalent to Services provided hereunder.
 - i. Further the IA undertakes to negotiate in good faith with the DC-MSME and any relevant Replacement Implementation Agency in respect of commercial terms applying to all implementation agency intellectual property rights and which the DC-MSME and any relevant Replacement Implementation Agency require to enable them to provide or receive services substantially equivalent to the Services hereunder.
 - ii. In respect of IA's usage of third party intellectual property rights, implementation agency undertakes to assist the DC-MSME to secure such consents or licenses from such third parties as are necessary to enable the Project to receive services substantially equivalent to the Services hereunder. The obligations of the Implementation Agency under this Article shall be considered part of the services performed by the Implementation Agency under the Exit Management Services as set forth in Schedule II of this Agreement.

11 Article VIII – Miscellaneous

11.1 Confidentiality

- a. The Implementation Agency recognizes that during the term of this Agreement, sensitive data will be procured and made available to it, its Sub contractors and agents and others working for or under the Implementation Agency. Disclosure or usage of the data by any such recipient may constitute a breach of applicable laws causing harm not only to the company whose data is used but also to its shareholders, directors and other officers. The function of the DC-MSME requires the Implementation Agency, its Subcontractors and agents to demonstrate utmost care, sensitivity and strict confidentiality. Any breach of this Article will result in the DC-MSME- and its nominees receiving a right to seek injunctive relief and damages without any limit, from the Implementation Agency.

11.2 Personnel

- a. Personnel assigned by Implementation Agency to perform the Services shall be employees of Implementation Agency, and under no circumstances will such personnel be considered employees of the DC-MSME. Implementation Agency 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.
- b. Implementation Agency shall use its best efforts to ensure that sufficient Implementation Agency personnel are employed to perform the Services, and also that such personnel have appropriate qualifications to perform the Services. The DC-MSME shall have the right to require the removal or replacement of any Implementation Agency personnel performing work under this Agreement. In the event that the DC-MSME, requests that any Implementation Agency personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule but not later than 3 working days.
- c. The Implementation Agency shall also be responsible to train employees/officials of the DC-MSME/Central Ministries/Departments/Organizations on portal with regard to the Services being provided by the Implementation Agency as and when required by DC-MSME during the Term of this Agreement. The parameters of the training required for these employees/officials of Project shall be communicated by the DC-MSME to the Implementation Agency periodically and shall be in accordance with the latest procedures and processes available in the relevant areas of work.
- d. In the event the DC-MSME identifies any personnel of Implementation Agency as "Key Personnel", then the Implementation Agency shall not remove such personnel without the prior written consent of the DC-MSME under the applicable terms of this Agreement.
- e. Except as stated in this Article, nothing in this Agreement will limit the ability of Implementation Agency or Implementation Agency freely to assign or reassign its employees; provided that Implementation Agency shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. The DC-MSME shall have the right to review and approve Implementation Agency's plan for any such knowledge transfer.

Implementation Agency shall maintain the same standards for skills and professionalism among replacement personnel as in personnel being replaced.

- f. Each Party shall be responsible for the performance of all its obligations under this Agreement and shall be liable for the acts and omissions of its employees and agents in connection therewith.
- g. Liability for the actions of the personnel and subcontractors:
 - i. The Implementation Agency agrees to be responsible for managing the activities of its personnel or the personnel of its subcontractors and shall be accountable for both.
 - ii. The Implementation Agency shall be the principal employer of the employees, agents, contractors, subcontractors, etc. engaged by it and shall be liable for all the acts, deeds or things, whether the same is within the scope of instructions or outside the scope of instructions set out in the Agreement.
 - iii. The Implementation Agency agrees to hold the DC-MSME, its successors, assignees employees, representatives and administrators fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever cause to the DC-MSME through the action of the IA's employees, agents, contractors, subcontractors, etc.

11.3 Independent Contractor

Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture between the Parties to this Agreement and, except as expressly stated in this Agreement, nothing in this Agreement shall be deemed to constitute any Parties as the agent of any other Party or authorizes either Party (i) to incur any expenses on behalf of the other Party, (ii) to enter into any engagement or make any representation or warranty on behalf of the other Party, (iii) to pledge the credit of or otherwise bind or oblige the other Party, or (iv) to commit the other Party in any way whatsoever without in each case obtaining the other Party's prior written consent.

11.4 Sub-Contractors

Implementation Agency shall not subcontract (to other parties not forming part of proposed consortium, if any) any work related to the following works related to the implementation of Project to be performed under this Agreement without the DC-MSMEs prior written consent:

1. Design, develop, implement, operate and maintain the National portal
2. Interfacing with NIC for the data centre and the disaster recovery centre for hosting of the Portal
3. Training to DC-MSME personnel and other personnel designated by the DC-MSME

However, any other sub-contractors may be hired by the Implementation Agency without the DC-MSME's prior written consent in respect of other works. It is clarified that the Implementation Agency shall be the principal employer for all claims arising from the liabilities statutory or otherwise, concerning the sub-contractors. The Implementation Agency undertakes to indemnify the DC-MSME or its nominated agencies from any claims on the grounds stated hereinabove.

11.5 Assignment

All terms and provisions of this Agreement shall be binding on and shall inure to the benefit of the DC-MSME. Implementation Agency and any assignment or transfer of this Agreement or any rights hereunder by either Party shall be strictly prohibited.

11.6 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 alone or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement, 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.

11.7 Notices

- a. Any notice or other document, which may be given by either Party under this Agreement shall be given in writing in person or by pre-paid recorded delivery post or by facsimile transmission.
- b. In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below

DC-MSME,

Tel:

Fax:

Email:.....

Implementation Agency:

Tel:

Fax:

Email:

- c. Any notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 9.00 am and 5.00 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).
- d. Either Party to this Agreement may change its address, telephone number, facsimile number and nominated email for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

11.8 Variations and Further Assurance

- a. No amendment, variation or other change to this Agreement shall be valid unless authorized in accordance with the change control procedure as set out in Schedule VII of this Agreement and made in writing and signed by the duly authorized representatives of the Parties to this Agreement.
- b. Each Party to this Agreement agrees to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in this Agreement.

11.9 Severability and waiver

- a. If any provision of this Agreement or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.
- b. No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement of any right, remedy or provision of this Agreement 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.

11.10 Compliance with Laws and Regulations

Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to it) at all times comply with all applicable laws, rules and regulations. For the avoidance of doubt the obligations of the Parties to this Agreement are subject to their respective compliance with all applicable laws and regulations.

11.11 Ethics

Implementation Agency 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 Project, or its nominated agencies in connection with this agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of Project's standard policies and may result in cancellation of this Agreement.

11.12 Entire Agreement

This Agreement all schedules appended thereto and Annexures (if any) and the contents and specifications of all the Volumes of the RFP constitute the entire agreement between the Parties with respect to their subject matter and supersedes all prior or contemporaneous negotiations, written or oral understandings and agreements, between the Parties regarding such subject matter and all other representations, understandings or agreements which are not fully expressed herein.

11.13 Survivability

The termination or expiry of this Agreement for any reason shall not affect or prejudice any terms of this Agreement, 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.

12 Article IX – Disputes and Amendment

12.1 DISPUTE RESOLUTION

- a. Any dispute arising out of or in connection with this Agreement shall in the first instance be dealt with in accordance with the Governance procedures as set out in the Schedule IV of this Agreement.
- b. Any dispute or difference whatsoever arising between the Parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity of the breach thereof, which cannot be resolved through the application of the provisions of the Governance Schedule as set out in the Schedule IV of this Agreement, shall be referred to the Secretary, DC-MSME, Government of India, who will be the sole arbitrator. The said sole arbitrator shall act in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or of any modifications, Rules or re-enactments thereof and the award made thereunder shall be final and binding upon the parties hereto, subject to legal remedies available under the law. The Arbitration proceedings will be held at Delhi.
- c. **AMENDMENT**
The Parties acknowledge and agree that amendment to this Agreement shall be made in writing in accordance with the procedure this Agreement is executed and signed.

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:

Signed by:
Name and designation)
For and on behalf of
DC-MSME,
(FIRST PARTY)

Signed by:
(Name and designation)
For and on behalf of Implementation Agency
(SECOND PARTY)

Witnesses:

1.

2.

13 Article X – Service Levels

Following Article outlines the key service level requirements for the Project, which needs to be ensured by the Implementation Agency during the Agreement Period (post Stabilization Period). These performance requirements shall be strictly imposed and the DC-MSME will monitor the performance of the Implementation Agency against the target performance metrics as outlined in the Schedule VIII of this Agreement. The Service Levels monitoring shall be performed/reviewed on a monthly basis.

13.1 Service Level Objectives

The following service level objectives have been identified for governing the Service Levels in the Project:

MSME and other target beneficiaries' perspective:

- i. Convenience (ease of use)
- ii. Comfort (ease of access)
- iii. Quality of Service (responsiveness, relevance, completeness)
- iv. Query/ Grievance redressal
- v. Transparency (query management, status tracking)

DC-MSME and related service providers perspective:

- i. Quality (error-free) service
- ii. Efficiency
- iii. End user (MSMEs, associations, individuals) satisfaction
- iv. Employee satisfaction
- v. Security
- vi. Availability
- vii. Financial efficiency
- viii. Scalability
- ix. Response time (of system)
- x. Support systems

13.2 Service Level Definition and Measurement

The Service Levels specifies the expected levels of service to be provided by the IA to the various Stakeholders of the Project. This expected level is also called the baseline matrix/target. For payment of the services for the operations and maintenance of the portal including the support provided to the NIC, the quarterly billed amount (QBA) during operations and maintenance phase of the Project (for xxx years) will be payable to the IA (to be decided as per business model) .Out of xxx years of the operations and maintenance phase, payment during the 2 months of the Stabilization period is not linked to the compliance with the Service Levels metrics, however, rest of the period of xxx years and yyy months (post stabilization period) is linked to the compliance with the Service Levels metrics laid down in the Clause 13.3 below. The Clause 13.3 also specifies the limits and metrics for lower / higher performance and breach levels, which will be entailing a penalty to the IA.

The following points clarify the manner in which the Service Levels metrics operate for the portal. A set of parameters has been identified as key to ensuring the desired performance level of Portal system.

- a. The parameters for a portal are classified as:
 - a. Service related-citizen facing
- b. The parameters for a data centre and disaster recovery are classified as:
 - a. Resumption of Portal Services after major disruption at Data Centre and Disaster Recovery Centre
 - b. Availability of ALL infrastructure and security solutions at Data Centre and Disaster Recovery Centre

The performance of the Portal system shall be measured both in Peak Business Hours (“PBH”), Non-Peak Business Hours (“NPBH”) and applicable composite penalties (in both PBH & NPBH) shall be calculated & imposed on IA, in case performance is below the defined thresholds. The definition for PBH and NPBH for Portal is as given below:

1. PBH – Peak Business Hours (from 8:00 AM to 8 PM)
2. NPBH – Non Peak Business Hours (from 8:00 PM – 8:00 AM)

The table lists out the baseline performance level, method of measurement and how low / high performances will be treated. The IA will get 100% of QBA, if the baseline performance metrics are complied. The IA will get lesser payment in case of the lower performance on all parameter (to be decided as per business model).

13.3 Portal Project – Service Level Metrics

13.3.1 Portal – Service Level Metrics (to be decided as per business model)

SL. No	Service Levels Parameter	Baseline Metrics	Basis of Measurement	During PBH	During NPBH
I. Service related –Citizen facing					
1.	Uptime of the Portal (all functionalities- 24x7x365)	99%	<p>1. The statistics from Service Levels monitoring system, analysis of event log shall be used to determine availability of online portal services over the Internet</p> <p>2. For this purpose the number of connection failures for the sessions initiated by the internal users i.e CPAs and external users i.e Citizens shall also be considered.</p> <p>3. IA shall ensure that all such errors are logged and such logs should be accessible for Review/report through Service Levels monitoring system.</p>	For lower performance (i.e. less than 99%), penalty of 2.5 % of the Quarterly Billed Amount (QBA) for the Portal O&M amount shall be charged (for each additional slab (.25) drop in performance, 1% of QBA of the Portal O&M amount as additional penalty shall be charged.	For lower performance (i.e. less than 99%), penalty of 1.25 % of the QBA for the Portal O&M amount shall be charged (for each additional slab (.25) drop in performance, .5 % of QBA of the Portal O&M amount as additional penalty shall be charged.
2.	a)Average turnaround time of request-response cycle for e-Filing/submission of	<10 sec	<p>1. Average of all cycles invoked for document viewing in a quarter will be computed for measuring compliance.</p> <p>2. Measured as the elapsed time between the time the e Form (including attachments up to 1 MB) is submitted and the time its receipt is acknowledged</p>	For lower performance (i.e. less than 99%), penalty of 2.5 % of the Quarterly billed amount of Portal O&M amount shall be charged (for each additional slab (1) drop in performance, 1 % of	For lower performance (i.e. less than 99%), penalty of 1.25 % of the Quarterly billed amount of Portal O&M amount shall be charged (for each

	applications b)Time for connecting to the Payment Gateway c)Time for receiving success notification from Payment Gateway to the Portal		in DC-MSME Portal. 3. Measured over a leased circuit of 64kbps or higher bandwidth with average size of document of 1MB. 4. Service Levels monitoring system will capture the data from the transaction logs and measure the	Quarterly billed amount of Portal O&M amount as additional penalty shall be charged.	additional slab (1) drop in performance, .5 % of Quarterly billed amount of Portal O&M amount as additional penalty shall be charged.
II. Technical Solution & Performance Related Parameters					
3.	Maximum concurrent connects supported by Portal	2000	1. Average of all connection failures and number of concurrent users in such instances shall be measured for compliance. 2. Service Levels measuring tool will capture the data from the transaction logs and measure the compliance.	For lower performance (i.e. less than 99%), penalty of 2.5 % of the Quarterly billed amount of Portal O&M amount shall be charged (for each additional slab (1) drop in performance, 1 % of Quarterly billed amount of Portal O&M amount as additional penalty shall be charged.	For lower performance (i.e. less than 99%), penalty of 1.25 % of the Quarterly billed amount of Portal O&M amount shall be charged (for each additional slab (1) drop in performance, .5 % of Quarterly billed amount of Portal O&M amount as additional penalty shall be charged

Note: Penalties will be levied from the Quarterly Billed Amount

13.3.2 DC & DRC Service Level Metrics

Sl. No	Service Levels Parameter	Method of Measurement	Frequency of measurement	Reporting interval to DC-MSME	Target	Penalty
1	Resumption of the Portal services from major disruption	<6 hours	Daily	Weekly	IA will comply with the requirements by conducting a mock drill to demonstrate the compliance. The mock drills will be repeated at such periodic intervals as the DC-MSME will prescribe in the document	For lower performance (i.e. >6 Hours), a penalty of 2.5 % of the Quarterly billed amount of Portal O&M amount shall be charged (for each additional slab (3Hrs) of delay in resumption of services, 1 % of Quarterly billed amount of Portal O&M amount as additional penalty shall be charged.
2.	Availability of ALL Infrastructure related equipment's along with Backup; and Security Solutions at	This is the measurement of availability of all infrastructure required with back up provisions; and Security Solutions for	Daily	Weekly	>=99.5%	Nil

		the foolproof working of DC & DR for the Portal Project. This will be calculated for weekly (12 hours/7 days/week)				
>=98.5 but <99.5%					1.0% of the quarterly billed amount	
>=97% but <98.5%					3.0% of the quarterly billed amount	
>=95% but <97%					5.0% of the quarterly billed amount	
					In addition to the above, if the service level in any month in the three-month period falls below 85%, notice will be given to the IA and no payments will be made in the Quarter.	

13.4 Service Levels Monitoring

The aforementioned Service Levels parameters for the portal, and interfacing with the NIC for the DC and DRC for hosting of portal shall be measured on a daily/weekly/monthly/quarterly basis as per the individual Service Levels parameter requirements. However, if the performance of the system/services is degraded significantly at any given point in time during the Agreement period and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of DC-MSME or an agency designated by them, then DC-MSME will have the right to take appropriate disciplinary actions including termination of the Agreement. It is to be noted that if the overall penalty applicable for any of the quarterly review period during the currency of the Agreement exceeds 20%; then DC-MSME or the competent authority nominated by it shall have the right to terminate the Agreement IA is required to provide DC-MSME with a Service Levels monitoring system (inclusive of measurement tool) for the portal & interfacing with the NIC for DC & DRC. Service Levels monitoring system will play a critical role in monitoring the Service Levels compliance and hence will have to be customized accordingly as per the requirements of the Project. The 3rd party testing of the Project shall put sufficient emphasis on ensuring the capability of Service Levels monitoring system to capture Service Levels compliance correctly as desired in this RFP.

If the measurement tool and/or data equivalent to more than 5% of sample size is missing or unavailable for a particular Service Levels metric or if the tool is found to be unreliable then the quarterly credit for that metric would be counted as zero. Further, if such lapses occur in any of the consecutive quarters then this would be treated as breach The above Service Levels will prevail to start the engagement after Stabilization Period. The Service Levels may be reviewed on an annual/bi-annual basis as decides after taking the advice of the IA. All the changes (if any) would be made by in consultation with the IA. The changes made should not result in undue financial advantage to the IA.

14 Article X1 – Strategic Control

Strategic Control of the Portal is defined as the authority of DC-MSME to own the Portal Application and the database of the Project and to ensure that the applications system and the databases are customized, installed, and managed exactly in conformance with the procedures laid down by the DC-MSME, 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 applications system and the database without specific approval of DC-MSME and that DC-MSME 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 Project.

14.1 Schedule 1: Change Control Schedule

14.1.1 Purpose

This Schedule applies to and describes the procedure to be followed in the event of any proposed change to the draft Agreement. Such change shall include, but shall not be limited to, changes in the scope of services provided by the Implementation Agency and changes to the terms of payment as stated in the Terms of Payment Schedule.

The DC-MSME and the Implementation Agency recognize that frequent change is an inevitable part of delivering services and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without a material effect on the cost. The Implementation Agency will endeavor, wherever reasonably practicable, to effect change without an increase in the terms of payment as stated in the Terms of Payment Schedule and the DC-MSME, will work with the Implementation Agency to ensure that all changes are discussed and managed in a constructive manner.

14.1.2 Change Control Note (CCN)

- a. Change requests in respect of the Agreement will emanate from the Parties' respective Project Manager who will be responsible for obtaining approval for the change and who will act as its sponsor throughout the change control process and will complete Part A of the CCN attached as Schedule VII hereto. CCNs will be presented to the other Party's Project Manager who will acknowledge receipt by signature on the CCN.
- b. The Implementation Agency and the DC-MSME, while preparing the CCN, shall consider the change in the context of the following parameter, namely whether the change is beyond the scope of Services including ancillary and concomitant services required and as detailed in Volume I of the RFP and is suggested and applicable only after the testing, commissioning and certification of the pilot phase and the Project Implementation phase as set out in this Agreement.
- c. It is hereby also clarified that the payment for the changes brought in after Project sign-off will be calculated on the basis of per staff-month rate quoted by the Implementation Agency in its bid as provided in Appendix 8 of the RFP and estimated effort in terms of number of staff-months, to be submitted by the Implementation Agency prior to taking up the change of control event and accepted by the DC-MSME.

14.1.3 Quotation

- a. The Implementation Agency shall assess the CCN and complete Part B of the CCN. In completing Part B of the CCN the Implementation Agency shall provide as a minimum:
 - i. a description of the change;
 - ii. a list of deliverables required for implementing the change;
 - iii. a timetable for implementation;
 - iv. an estimate of any proposed change;
 - v. any relevant acceptance criteria;
 - vi. an assessment of the value of the proposed change;
 - vii. Material evidence to prove that the proposed change is not already covered within the scope of this Agreement.
- b. Prior to submission of the completed CCN to the DC-MSME, or its nominated agencies, the Implementation Agency will undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the Implementation Agency shall consider the materiality of the proposed change in the context of the Agreement affected by the change and the total effect that may arise from implementation of the change.
- c. Materiality criteria will be established by the DC-MSME and the Implementation Agency Changes requiring no escalation of authority can be implemented. Discussion and agreement as to materiality will be held in accordance with the Governance Schedule as set forth in Schedule IV of this Agreement.

14.1.4 Costs

Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided the Implementation Agency meets the obligations as set in the CCN. In the event the Implementation Agency is unable to meet the obligations as defined in the CCN then the cost of getting it done by third party will be borne by the Implementation Agency.

For changes/ updations in the Portal Application, the Implementation Agency will be paid based on estimated effort in terms of person-months and the per staff-month rate as mentioned in Article 14.1.2.

14.1.5 Reporting

Change requests and CCNs will be reported monthly to each Party who will prioritize and review progress.

14.1.6 Obligations

The Implementation Agency shall be obliged to implement any proposed changes once approval in accordance with this Article has been given, with effect from the date agreed for the implementation.

14.2 Schedule II: Exit Management Schedule

14.2.1 Purpose

- a. This Schedule sets out the provisions, which will apply on expiry or termination of the Agreement.

- b. In the case of termination of the Project Implementation and/or Operation and Management Service Levels 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.

14.2.2 Transfer of Assets

- a. The DC-MSME shall be entitled to serve notice in writing on the Implementation Agency at any time during the exit management period of 6 months requiring the Implementation Agency and/or its sub-contractors to provide the DC-MSME with a complete and up to date list of the Assets within 30 days of such notice. The DC-MSME shall then be entitled to serve notice in writing on the Implementation Agency at any time prior to the date that is 30 days prior to the end of the exit management period requiring the Implementation Agency to sell any of the Assets to be transferred to DC-MSME as per Terms of Payment Schedule.
- b. In case of Agreement being terminated by DC-MSME, DC-MSME reserves the right to ask Implementation Agency to continue running the project operations for a period of 6 months after termination orders are issued.
- c. Upon service of a notice under this Article the following provisions shall apply:
 - i. in the event, if the Assets to be transferred are mortgaged to any financial institutions by the Implementation Agency, the Implementation Agency shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to the DC-MSME.
 - ii. All risk in and title to the Assets to be transferred / to be purchased by the DC-MSME, pursuant to this Article shall be transferred to the DC-MSME, on the last day of the exit management period.
- d. the DC-MSME, shall pay to the Implementation Agency on the last day of the exit management period such sum representing the Net Block (procurement price less depreciation as per provisions of the Companies Act) of the Assets to be transferred as stated in the Terms of Payment Schedule
 - i. Payment to the outgoing IA shall be made to the tune of last set of completed transactions, subject to Service Level requirements.
 - ii. The outgoing IA will pass on to and/or to the Replacement IA, the subsisting rights in any leased properties/ licensed products on terms not less favourable to / Replacement IA, than that enjoyed by the outgoing IA.

14.2.3 Cooperation and Provision of Information

During the exit management period:

- a. The Implementation Agency will allow the DC-MSME, access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the DC-MSME, to assess the existing services being delivered;
- b. promptly on reasonable request by the DC-MSME, the Implementation Agency shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with the Agreement relating to any material aspect of the Services (whether provided by the Implementation Agency or sub-contractors appointed by the Implementation Agency). The DC-MSME shall be entitled to copy all such information. Such

information shall include details pertaining to the Services rendered and other performance data. The Implementation Agency shall permit the DC-MSME and/or any Replacement Implementation Agency to have reasonable access to its employees and facilities as reasonably required by the DC-MSME to understand the methods of delivery of the services employed by the Implementation Agency and to assist appropriate knowledge transfer.

14.2.4 Confidential Information, Security and Data

- a. The Implementation Agency will promptly on the commencement of the exit management period supply to the DC-MSME the following:
 - a. 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;
 - b. Documentation relating to Project's Intellectual Property Rights;
 - c. Project data and Confidential Information;
 - d. Documentation relating to sub-contractors;
 - e. all current and updated Project data as is reasonably required for purposes of Project or its nominated agencies transitioning the services to its Replacement Implementation Agency in a readily available format nominated by the DC-MSME ;
 - f. all other information (including but not limited to documents, records and agreements) relating to the Services reasonably necessary to enable Project or its nominated agencies, or its Replacement Implementation Agency to carry out due diligence in order to transition the provision of the Services to Project or its nominated agencies, or its Replacement Implementation Agency (as the case may be).
- b. Before the expiry of the exit management period, the Implementation Agency shall deliver to the DC-MSME all new or up-dated materials from the categories set out in Article above and shall not retain any copies thereof, except that the Implementation Agency 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 Agreement, the DC-MSME shall deliver to the Implementation Agency all forms of Implementation Agency confidential information, which is in the possession or control of Project or its users.

14.2.5 Employees

- a. Promptly on reasonable request at any time during the exit management period, the Implementation Agency shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the DC-MSME, a list of all employees (with job titles) of the Implementation Agency 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 Agreements of employment from the Implementation Agency to the DC-MSME or its nominees, or a Replacement Implementation Agency ("Transfer Regulation") applies to any or all of the employees of the Implementation Agency, 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 Implementation Agency, Project or its Replacement Implementation Agency may make an offer of employment or

agreement for services to such employee of the Implementation Agency and the Implementation Agency shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the DC-MSME or any Replacement Implementation Agency.

- d. Desires to retain its right for hiring a minimum of 5 key personnel of the outgoing IA spearheading the Project, as identified by DC-MSME so as to provide for continuity. IA is hence required to incorporate suitable provisions/ conditions in the appointment order issued to its personnel, including a service bond to this effect.

14.2.6 Payment

On the event of failure of Agreement before go-live period of the Project, DC-MSME will not make any further payments to the Implementation Agency.

On the event of failure of Agreement after the go-live period of the Project, DC-MSME will not make any further payments under the Annual Maintenance Cost mentioned in Appendix 8 of vol II of the RFP.

14.2.7 Transfer of Certain Agreements

On request by the DC-MSME, the Implementation Agency shall effect such assignments, transfers, licenses and sub-licenses as the DC-MSME, may require in favour of the DC-MSME, or its Replacement Implementation Agency in relation to any equipment lease, maintenance or service provision agreement between Implementation Agency and third party lessors, vendors, and which are related to the Services and reasonably necessary for the carrying out of Services by the DC-MSME, or its Replacement Implementation Agency.

14.2.8 Rights of Access to Premises

- a. At any time during the exit management period, where Assets are located at the Implementation Agency's premises, the Implementation Agency 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 DC-MSME, and/or any Replacement Implementation Agency in order to make an inventory of the Assets.
- b. The Implementation Agency shall also give the DC-MSME, or its nominated agencies, or any Replacement Implementation Agency right of reasonable access to the Implementation Agency's premises and shall procure the DC-MSME, or its nominated agencies and any Replacement Implementation Agency 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 Agreement as is reasonably necessary to migrate the Services to the DC-MSME, or its nominated agencies, or a Replacement Implementation Agency.

14.2.9 General Obligations of the Implementation Agency

- a. The Implementation Agency shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the DC-MSME or its nominated agencies or its Replacement Implementation Agency and which the Implementation Agency 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 Implementation Agency, associated entity, or sub-contractor is deemed to be in the possession or control of the Implementation Agency.
- c. The Implementation Agency shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

14.2.10 Exit Management Plan

- a. The Implementation Agency shall provide the DC-MSME 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 Agreement as a whole:
 - i. a detailed project of the transfer process that could be used in conjunction with a Replacement Implementation Agency 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 Implementation Agency's sub-contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer;
 - iii. (if applicable) proposed arrangements for the segregation of the Implementation Agency's networks from the networks employed by Project and identification of specific security tasks necessary at termination;
 - iv. plans for provision of contingent support to Project and Replacement Implementation Agency for a reasonable period after transfer.
- b. The Implementation Agency shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
- c. Each Exit Management Plan shall be presented by the Implementation Agency to and approved by the DC-MSME or its nominated agencies.
- d. The terms of payment as stated in the Terms of Payment Schedule include the costs of the Implementation Agency complying with its obligations under this Schedule.
- e. In the event of termination or expiry of Agreement each Party shall comply with the Exit Management Plan.
- f. During the exit management period, the Implementation Agency shall use its best efforts to deliver the Services.
- g. Payments during the exit management period shall be made in accordance with the Terms of Payment Schedule.
- h. This Exit Management Plan shall be furnished in writing to the DC-MSME or its nominated agencies within 90 days from the Effective Date of this Agreement.

14.3 Schedule III: Audit, Access Reporting Schedule

14.3.1 Purpose

This Schedule details the audit, access and reporting rights and obligations of the DC-MSME and the Implementation Agency under the Agreement.

14.3.2 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 stage and the operation and management stage. During the Project Implementation stage, the DC-MSME and thereafter during the operation management stage, the DC-MSME shall conduct routine audits in accordance with such agreed timetable and shall not be required to give the Implementation Agency any further notice of carrying out such audits.
- b. The DC-MSME, may conduct non-timetabled audits at his/ her own discretion if it reasonably believes that such non-timetabled audits are necessary as a result of an act of fraud by the Implementation Agency, a security violation, or breach of confidentiality obligations by the Implementation Agency, provided that the requirement for such an audit is notified in writing to the Implementation Agency, a reasonable period time prior to the audit (taking into account the circumstances giving rise to the reasonable belief), stating in a reasonable level of detail the reasons for the requirement and the alleged facts on which the requirement is based. If the Implementation Agency considers that the non-timetabled audit was not appropriate, the matter shall be referred to the procedures as set out in the Governance Schedule.
- c. The frequency of audits shall be six (6) monthly, provided always that the DC-MSME, shall endeavour to conduct such audits with the lowest levels of inconvenience and disturbance practicable being caused to the Implementation Agency.

14.3.3 Access

The Implementation Agency shall provide to the DC-MSME reasonable access to employees, sub-contractors, 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 DC-MSME shall have the right to copy and retain copies of any relevant records. The Implementation Agency shall make every reasonable effort to co-operate with them.

14.3.4 Audit Rights

- a. The DC-MSME, shall have the right to audit and inspect suppliers, agents and third party facilities (as detailed in Volume I of the RFP), data centres, documents, records, procedures and systems relating to the provision of the Services, but only to the extent that they relate to the provision of the Services, as shall be reasonably necessary to verify:
 - a. The security, integrity and availability of all Project data processed, held or conveyed by the Implementation Agency on behalf of Project and documentation related thereto;
 - b. That the actual level of performance of the Services is the same as specified in the Service Levels;
 - c. That the Implementation Agency has complied with the relevant technical standards, and has adequate internal controls in place; and
 - d. The compliance of the Implementation Agency with any other obligation under this Agreement.
- b. For the avoidance of doubt the audit rights under this Schedule shall not include access to the Implementation Agency's profit margins or overheads associated with any obligation under the Agreement.

14.3.5 Audit Rights of Sub-Contractors, Suppliers and Agents

- a. The Implementation Agency shall use its best endeavors to achieve the same audit and access provisions as defined in this Schedule with sub-contractors, suppliers and agents who supply labor, services, equipment or materials in respect of the Services. The Implementation Agency shall inform the DC-MSME prior to concluding any sub-contract or supply agreement of any failure to achieve the same rights of audit or access.
- b. **REPORTING:** The Implementation Agency will provide quarterly reports to the DC-MSME regarding any specific aspects of the Project and in context of the audit and access information as required by the DC-MSME.

14.3.6 Action and Review

- a. Any change or amendment to the systems and procedures of the Implementation Agency, 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 DC-MSME and the Implementation Agency who shall determine what action should be taken in respect of such discrepancies in accordance with the terms of the Agreement shall be notified to the DC-MSME.

14.3.7 Terms of Payment

The DC-MSME and the Implementation Agency and its sub-contractors, if any, shall bear their own costs of any audits and inspections. The terms of payment are inclusive of any costs of the Implementation Agency and the sub-contractor, for all reasonable assistance and information provided under the Agreement by the Implementation Agency pursuant to this Schedule.

14.3.8 Records and Information

For the purposes of audit in accordance with this Schedule, the Implementation Agency shall maintain true and accurate records in connection with the provision of the Services and the Implementation Agency shall handover all the relevant records and documents to the DC-MSME upon the termination or expiry of the Agreement.

14.4 Schedule IV: Governance Schedule

14.4.1 Purpose

The purpose of this Schedule is to:

- i. establish and maintain the formal and informal processes for managing the relationship between the DC-MSME, and the Implementation Agency (including the outputs from other Schedules to this Agreement);
- ii. define the principles that both Parties wish to follow to ensure the delivery of the Services;
- iii. ensure the continued alignment of the interests of the Parties;
- iv. ensure that the relationship is maintained at the correct level within each Party;
- v. create the flexibility to revise and maintain the relationship and this Agreement during the Term;

- vi. set out the procedure for escalating disagreements; and
- vii. enable agreement, administration and performance management.

14.4.2 Governance & Structure

14.4.2.1 Project Governance Approach

The project management activity is a theme that will run right across various stages of the Project implementation, from the selection of Implementation Agency's to the go-live and Stabilization Period and thereafter operations and maintenance stage. It comprises administrative and facilitation steps and tasks to be performed to support the implementation of this Project. The objectives of the project management activity are:

- Monitor the Project plan to ensure that all the activities have commenced and completed as per the Project plan drawn by IA and approved by DC-MSME;
- Report the Project progress to the Nodal Officer of DC-MSME; and
- Identify risks and developing mitigation strategies and implementing them.

In order to ensure the smooth implementation of the Project, the overall governance structure would include:

1. DC-MSME would be responsible for providing direction and ensuring coordination among all the key Stakeholders for the implementation of the Project, and
2. The Nodal Officer, identified by DC-MSME, would be responsible for monitoring the implementation of the entire Project. The nodal officer would be responsible for providing guidance and support to the Implementation Agency.

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 as set forth in Schedule VI of this Agreement, the Parties agree to discuss with the Nodal Officer, DC-MSME for any appropriate amendment to the Agreement or scope 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.

14.4.3 Governance Procedures

- a. The IA shall work closely with the DC-MSME in developing governance procedures and reporting mechanism for resolution of queries/grievances. The Implementation Agency shall document the agreed structures in a procedures manual.
- b. The agenda for each meeting with the Nodal Officer 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.
- c. 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.
- d. The Parties shall ensure as far as reasonably practicable that the DC-MSME 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.

14.4.4 Liaison Between the Sub Contractors

- a. The Implementation Agency shall participate in the meetings with other sub-contractors, approved by the DC-MSME and coordinate the receipt and delivery of the Services in a regular manner and liaison between the Project Manager or any other representative of Project and each of the sub-contractors.

14.4.5 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 scope of work which is not a material breach as stated in Article V of this Agreement (a "Disputed Matter") to the DC-MSME.

- a. In order formally to submit a Disputed Matter to the aforesaid forum, 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.
- b. 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 i.e. to the DC-MSME for action.
- c. All negotiations, statements and/or documentation pursuant to these Articles shall be without prejudice and confidential (unless mutually agreed otherwise).
- d. 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.

14.5 Schedule V: Invoicing and Settlement Schedule

- a. In respect of its remuneration for the Services the Implementation Agency shall be eligible to receive payments in accordance with the Terms of Payments Schedule. Subject to the specific terms of Agreement, the Implementation Agency submit its invoices in accordance with the following principles:
 - a. The DC-MSME shall be invoiced by the Implementation Agency for the Services. Generally and unless otherwise agreed in writing between the Parties or expressly set out in the Agreement, the Implementation Agency shall raise an invoice as per the terms of payment as stated in the Terms of Payment Schedule.
 - b. Any invoice presented in accordance with this Article shall be in a form agreed with the DC-MSME.
- b. Invoices shall be accurate and all adjustments to or changes in the terms of payment as stated in the Terms of Payment Schedule shall be applied to the next payment invoice. The Implementation Agency shall waive any charge for a Service that is not invoiced within six months after the end of the month in which the terms of payment as stated in the Terms of Payment Schedule relating to such Service are authorized or incurred, whichever is later.

- c. Payments shall be made within 14 working days of the receipt of invoice by the DC-MSME subject to adjustments if any for the previous performance.
- d. The DC-MSME, shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Implementation Agency under this Schedule where the DC-MSME, 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 governance procedure as set out in the Governance Schedule. Any exercise by the DC-MSME under this Schedule shall not entitle the Implementation Agency to delay or withhold provision of the Services.
- e. The Implementation Agency shall pay all their sub-contractors in a timely fashion in accordance with a mechanism, which will not prejudice the objective of Project.

14.6 Schedule VI: Terms of Payment Schedule

1. This Project is a service based project and not simply a project involving supply of goods and construction of works. Hence, basically the payment will be made only if the Services are rendered by the Implementation Agency as agreed upon.
2. In the event of premature termination of this Agreement prior to the launch of Project, the Implementation Agency shall not be eligible to receive any compensation or payment.
3. All the payments to the Implementation Agency will be made as per the terms of payment set out in Volume II of the RFP given below:

IA will be paid quarterly during the Implementation phase and the Operations and Maintenance phase based on to the total charges quoted by IA for the respective phases and after making deductions, if any, based on the following for the respective phase.

- i. During the Initialization phase: for the lack of progress of the project based on the Implementation Schedule provided in Section 9 of vol I of the RFP or as agreed to between the IA and the DC-MSME post award of the contract.
- ii. During the Management phase: for lack of conformance to the Service Levels as defined in Article X of this RFP.

The bidder is required to submit “effort estimate in person-months” and “per staff-month” charges for all the above stated components as specified in the scope of work and other requirements of RFP Volume I and Appendix 8 of the RFP Volume II.

Transfer of Portal to DC-MSME in the event of failure of Agreement:

Under this Project, DC-MSME shall have the ownership of the portal and in the event of exit or termination of the agreement, the parties shall comply with the provisions of Schedule II: Exit Management Schedule.

14.7 Schedule VII: Change Control Notice

Change Control Note	CCN Number:
Part A: Initiation	
Title:	

Originator:			
Sponsor:			
Date of Initiation:			
Details of Proposed Change			
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)			
Authorized by	Date:		
Name:			
Signature:			
Received by the Implementation Agency	Date:		
Name:			
Signature:			
Change Control Note		CCN Number:	
Part B : Evaluation			
(Identify any attachments as B1, B2, and B3 etc.)			
Changes to Services, charging structure, payment profile, documentation, training, Service Levels and component working arrangements and any other contractual issue.			
Brief Description of Solution:			
Impact:			
Deliverables:			
Timetable:			
Charges for Implementation:			
(including a schedule of payments)			
Other Relevant Information:			
(including value-added and acceptance criteria)			
Authorized by the Implementation Agency		Date:	
Name:			
Signature:			
Change Control Note		CCN Number :	
Part C : Authority to Proceed			
Implementation of this CCN as submitted in Part A, in accordance with		Part B is: (tick as appropriate)	
Approved Rejected		Requires Further Information (as follows, or as Attachment 1 etc.)	
For and its nominated agencies		For the Implementation Agency	
Signature		Signature	
Name		Name	
Title		Title	
Date		Date	

14.8 Schedule VIII: Strategic Control Schedule

14.8.1 Strategic Control Defined

The Project demands Services in a secure and reliable environment. To this end the DC-MSME requires that it retains a strategic control & IPR of the Project so as to ensure the following:

- i. That the application system has been designed, developed 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 the DC-MSME.
- iii. That the database is administered with utmost care and caution.
- iv. That the security of the database and application systems is of the highest order following international standards and industry best practices.
- v. That the application, the database & the system software are owned by the DC-MSME.

14.8.2 Mandatory Scheme for Strategic Control by the DC-MSME

DC-MSME requires that they retain strategic control on the following components of this Project during the entire Project term.

- (i) Application System,
- (ii) Database System,
- (iii) Network System, and
- (iv) Security System.

It is important to note that all the aspects of strategic control with respect to each of the above area shall be applicable to the entire Project including IA's development centres and the DC and DRC located at NIC.

14.8.3 Requirements of Strategic Control over the Application

The high level requirements of strategic control over application system are specified below:

14.8.3.1 Retention of Ownership and Control over the Portal

- i. DC-MSME shall exercise ownership of portal, through the application ownership and version control. To this end, the system shall be designed to ensure that:
 - a. The nodal officer of DC-MSME is associated with the design and development phases of the portal. Specifically, the IA shall obtain the sign-off of DC-MSME on the design documents.
 - b. The portal and its source code repository lies with the DC-MSME after the certification by a third party agency and before the 'Go Live'
 - c. Any subsequent changes to the application are incorporated in the application repository on an incremental basis, after the process of approval prescribed herein is undergone.
- ii. Any changes to the portal, required enhancing the functionality, or to improve performance or to cover security gaps, shall first be hosted in an application staging environment, tested for consistency, integrity and performance by the IA. The nodal officer shall review the proposed change and accord their approval or reject the request.

- iii. No change to the application shall be affected by the IA unless the process defined at (ii) above is gone through.
- iv. The source code shall not be shared with or provided to any other Party without consent of the DC-MSME.

14.8.3.2 Application Audit

The following requirements shall be met in regard to application audit:

- i. All changes to application shall be carried out after a review and pre-audit by the DC-MSME application administrators/third party agency.
- ii. The system shall allow conducting post-implementation review and audit in select cases that have resulted in a major change to check the completeness and correctness of the administrative tasks performed and ensuring that all and only those necessary components have been installed on the system. This acts against both malicious programs and faulty administrative actions.
- iii. DC-MSME shall undertake comprehensive application audits at regular intervals through 3rd party to ensure application functionality and integrity.

14.8.3.3 OEM and COTS Audit

Audits should also cover license agreements for Original Equipment Manufacturers (OEMs) and Commercial Off The Shelf (COTS) to ensure that these licenses should not have any restrictive clauses such as when these licenses get transferred or in whose name they will be executed

14.8.4 Version Control

- I. The application software shall be version controlled, adopting the industry standard practices like Version Control System (VCS), Source Code Management System and Software Configuration Management (SCM) in this regard.
- II. The VCS shall permit the latest versions of the application and source code to be repositied with the DC-MSME, with appropriate logs maintained for each change.

14.8.5 Role Segregation

- i. The roles of different personnel responsible for designing, coding, accepting the changes and authorizing the changes to be carried out into the production environment shall be clearly defined by the IA.
- ii. The role segregation shall cover all the administrators/third party involved at the DC-MSME.

14.8.6 Requirements of Strategic Control over the Database

The high level requirements of Strategic Control over the Database system are specified below.

14.8.6.1 Retention of Ownership and Control over the Database

DC-MSME shall exercise ownership of the database. The Project shall be designed to ensure that:

- i. The entire database, including the table structures, schemas and master data are repositied with the DC-MSME, after the certification by a 3rd Party and before declared the 'Go Live'.

- ii. Any subsequent changes i.e. during operations & management phase, to the database system are incorporated in the database repository on an incremental basis, after the process of approval prescribed herein is undergone.
- iii. Any changes to the database structure, required to enhance the functionality, or to improve performance or to cover security gaps, and any changes to the master data, shall first be hosted in a database staging environment, tested for consistency, integrity and performance by the Database Administrator of the IA. Thereupon a request shall be referred to the nodal officer of the DC-MSME, to permit the proposed changes, with clear reasons necessitating the change. The nodal officer/third party of the DC-MSME shall review the proposed change, test cases used for testing the functionality and accord their approval or reject the request.
- iv. No change to the database structure or to the master data shall be effected by the IA unless the process defined at (ii) above is gone through. To this end, all the actions of the database administrator of the IA shall be logged.
- v. The data base administrator password shall be retained by the DC-MSME , with the designated DC-MSME nodal officer, who will authorize the database administration actions of the IA each time it is required to be done (i.e. the DC-MSMEs nodal officer will supply the credentials to the IA's database administrator, to allow performing such actions).
- vi. 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.

14.8.6.2 Process Controls on Database Administration

- i. Any database administration activity to be taken up by the IA's database administrator must be communicated in advance to the designated DC-MSME nodal officer, stating the list of activities together with their purpose, estimated start and end time of these activities and get them approved by the DC-MSME nodal officer before initiating the activity.
- ii. DC-MSME nodal officer shall have the right to oversee the actions executed by the IA's database Administration, by their physical presence, till the latter logs out to ensure that the actions are as per the approved procedure.
- iii. DC-MSME shall break the role of database administration into activities that are more granular in nature.
- iv. DC-MSME shall ensure that frequency of data base administrator activities is restricted to as minimum as possible.

14.8.6.3 Audit of DBA Actions

- i. All data base administrator actions and any action on the database by any user must be logged automatically by the database server/ profiling tools and audit logs preserved securely and analyzed frequently by designated DC-MSME nodal officer.
- ii. The DC-MSME shall conduct a comprehensive third party audit on the database audit logs from time to time, not less frequent than once every half-year, to verify the set of actions performed.

14.8.6.4 Protection of Confidentiality and Integrity of Data

Confidential data in the database must be encrypted by the application and the data which must not be modified shall be hashed and digitally signed by the application at the time of original data population itself.

14.8.6.5 Role Segregation

- i. Database owner (i.e. the DC-MSME), IA's data base administrators and application users must be kept as three separate users/ user groups. The access privileges for each of the three must be defined with maximum possible granularity and approved by the DC-MSME before the start of operations.
- ii. The user management part of data base administrator role shall be segregated and assigned to individuals.

14.8.7 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.

- i. The Project shall be designed and developed in compliance to the security requirements specified in the RFP Volume I.
- ii. Requirements of ISO 27001 shall be strictly complied with by the IA while designing a detailed risk assessment and management plan, a Statement of Applicability (SoA) and an operational procedures document, together to form the ISMS. The IA shall get the sign-off of the DC-MSME, operating through its nodal officer, on the ISMS design documents.
- iii. The core activities relating to security administration like assigning roles and privileges, configuration management in relation to all the security assets like firewalls, routers, switches, IPS and IDS, shall be carried out only after the prior approval of DC-MSME.
- iv. The DC-MSME may conduct a security audit by third party on a periodic basis to ensure that the Security and Operational Procedures are strictly implemented and practiced by all the users of the system and that there is no breach or compromise of security. The cost of such audit shall be borne by the DC-MSME. The IA shall comply with all the recommendations made by the third party auditor within the time specified.
- v. The DC-MSME may also arrange to conduct a detailed investigation into any security incident so as to analyze the root cause, to fix responsibilities and to ensure that the required systemic enhancements are made by the IA to prevent the recurrence of such incidents.

14.8.8 Operationalizing the Framework for Strategic Control

This framework specifies only the high level requirements of strategic control of the DC-MSME over the application, database, and security administration of the Project. The following requirements are specified for operationalizing the framework during the implementation of the Project, by the IA:

- i. The bidders responding to this RFP shall prepare a comprehensive and high level solution for management of the strategic control of the DC-MSME, as part of their technical bid. They shall specify the logical and physical architecture for such a strategic control and the tools, if any, they intend to use for implementation of the framework. This solution shall be examined by the Bid Evaluation Committee.

- ii. Within a period of 45 days from the date of signing of agreement by the DC-MSME with the successful bidder (IA), the IA shall design a comprehensive and detailed document on the management of strategic control, which should inter-alia define the following, in the form of artifacts.
- Design documents, one each for application, database, network and security administration for managing the strategic control. The code for best practices for “access control” may be referred while drafting the design documents.
 - Architecture proposed for managing the strategic control together with all its components and tools.
 - Procedure for changing schema design & application software, release management, patch management, change management for IT infrastructure, vendor management, etc.
 - A matrix showing the roles and privileges proposed to be accorded to the various levels of administrators, to the required degree of granularity
 - A process document that specifies the procedures to be followed by the administrators and users.
 - A strategy and process document defining the business continuity plan and disaster recovery plan.
 - Exit Management Plan (including exit management strategy).

15 Annexure

15.1 Annexure 1: Non Disclosure Agreement

This NON DISCLOSURE AGREEMENT (“Agreement”) is made this ____ day of [], 2013, by and between: The Department of Personnel & Training, Government of India, acting on behalf of President of India having its headquarters at < Address of the office>(hereinafter called “**DC-MSME/Disclosing Party**” which expression shall unless repugnant to the subject or the context means and included its successors, nominees or permitted assigns), being the PARTY OF THE FIRST PART;

AND

M/s ----- a company incorporated under the Indian Companies Act, 1956, and having its registered office at ----- (herein after called “**Implementation Agency/IA/Receiving Party**” which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns) through its authorized signatory [●please insert] who is authorized to sign, execute vide a board resolution dated [●please insert] passed by its board of directors being the PARTY OF THE SECOND PART.

DC-MSME and Implementation Agency are collectively referred to as the “**Parties**” or individually referred to as a “**Party**” as the context may require

WHEREAS

1. In order to pursue the Portal Project (“Project”), DC-MSME and Implementation Agency recognize that there is a need to disclose to Implementation Agency certain information, as defined in para 1 below, of DC-MSME to be used only for the design, development, implementation, operation and maintenance of the Project purpose and to protect such confidential information from unauthorized use and disclosure.
2. Accordingly, the Parties are desirous of entering into this Agreement to regulate their rights and obligations in relation to such information, on the terms and conditions set out in this Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. This Agreement will apply to all confidential and proprietary information disclosed by DC-MSME to the IA, and other information which the disclosing party identifies in writing or otherwise as confidential before or within thirty days after disclosure to the IA (“**Confidential Information/Information**”). Such Confidential Information consists of certain specifications, documents, software, prototypes and/or technical information, design, diagram, flowcharts and all copies and derivatives containing such information, that may be disclosed to the IA for and during the Agreement period for Project purpose, which DC-MSME considers proprietary or confidential.

Such, Confidential 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 IA by the DC-MSME. 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 IA

or, if not in tangible form, its proprietary nature must first be announced, and it must be reduced to writing and furnished to the IA within thirty (30) days of the initial disclosure.

2. Implementation Agency and DC-MSME hereby agreed at during the Confidentiality Period (defined hereinafter):

- a) The IA shall use Information only for the Project 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 activities for the purpose of this Project, shall cause its employees to comply with the provisions of this Agreement applicable to the IA, shall reproduce Information only to the extent essential to fulfilling the Project purpose, and shall prevent disclosure of Information to third parties.

The IA may, however, disclose the Information to its contractors with a need to know; provided that by doing so, the IA agrees to bind consortium members, consultants and contractors to terms at least as restrictive as those stated herein, advise them of their obligations, and indemnify DC-MSME for any breach of those obligations.

- b) Upon the Disclosing Party's request, the IA 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 IA 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 IA can demonstrate:

- a) was independently developed by or for the IA 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 IA; or
- c) was in the IA's possession without restriction or was known by the IA 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 IA has given the Disclosing Party prompt notice of such demand for disclosure and the IA 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 IA from the Disclosing Party under an obligation of confidence; or
- g) the IA obtains or has available from a source other than the Disclosing Party without breach by the IA or such source of any obligation of confidentiality or non-use towards the Disclosing Party.

4. The IA agrees not to remove any of the DC-MSME's Confidential Information from the premises of the DC-MSME without DC-MSME's prior written approval. The IA agrees to exercise extreme care

in protecting the confidentiality of any Confidential Information which is removed, only with the DC-MSME's prior written approval, from the DC-MSME'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 DC-MSME's request, the IA will promptly return to the DC-MSME all tangible items containing or consisting of the DC-MSME's Confidential Information all copies thereof.
6. Each party recognizes and agrees that all of the DC-MSME's Confidential Information is owned solely by the DC-MSME 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 IA agrees that the DC-MSME 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 DC-MSME 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 IA's disclosure or use of any general learning, skills or know-how developed by the IA'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 DC-MSME. By disclosing Information or executing this Agreement, the DC-MSME 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 DC-MSME 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 DC-MSME'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. That 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 DC-MSME or any other person appointed by him. That 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, DC-MSME shall appoint another person to act as Arbitrator in place of outgoing 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. Implementation Agency will have no objection in any such appointment, that arbitrator so appointed is an employee of DC-MSME. The said Arbitrator shall act under the Provisions of the Arbitration and conciliation Act, 1996 or any statutory modifications or reenactment thereof or any rules made thereof.

12. This Agreement attached hereto 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 ("**Confidential Period**"), at which time it will terminate, unless extended by the DC-MSME in writing.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers or representatives.

For and on behalf of DC-MSME

(Name and Designation)

For and on behalf of IA

(Name and Designation)

Date:

Date:

Place:

Place:

Witnessed by

Witnessed by

1.

1.

2.

2.

DRAFT REQUEST FOR PROPOSAL

for

**Appointing Project Management Consultant (PMC) for the development of
National Portal of Ministry of Micro, Small and Medium Enterprises**

**MINISTRY OF MICRO, SMALL, MEDIUM ENTERPRISES
GOVERNMENT OF INDIA**



March 2013

DISCLAIMER

The Office of Development Commissioner (DC-MSME) has prepared this document to give interested parties the background information on development of National Portal. While the Office of DC-MSME have taken due care in the preparation of the information contained herein and believe it to be accurate, neither the Office of DC-MSME any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely on the information given in this document in submitting RFP. The information is provided on the basis that it is non – binding on the Office of DC-MSME, any of its authorities or agencies or any of their respective officers, employees, agents or advisors. The Office of DC-MSME reserves the right to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities requesting for proposal.

SCHEDULE FOR THE SUBMISSION OF RFP

EVENT DATE	DATE
Availability of RFP document at DC-MSME web site (www.dcmsme.gov.in)	ABC
Last date for submission of queries/Pre bid Conference	ABC
Last date for issue of addendum to RFP document	ABC
Last date and time for submission of completed RFP document	ABC
Opening of RFP	ABC at 3.00 PM

The RFP document containing the details regarding the scope of work, prescribed proforma and qualification criteria can be down loaded from the website of Office of DC-MSME. The completed RFP documents have to be submitted before the date and time of submission along with the prescribed fee at the following address:-

ABC

INSTRUCTIONS TO APPLICANTS

1. Background

The Ministry of Micro, Small & Medium Enterprises (MoMSME) was set up under the 'Micro, Small and Medium Enterprises Development Act, 2006' of Parliament. The key objectives of this Ministry is to design MSME policies, implement/facilitate support programs/schemes and monitor their implementation so as to enhance the competitiveness of MSMEs, encourage entrepreneurship and promote employment opportunities.

The Office of DC-MSME (herein also referred as 'DC-MSME'), established in 1954, is the apex body for formulating and overseeing the implementation of the policies for the development of MSME in the country. The main services rendered by DC –MSME office are:

- Advising the Government in policy formulation for the promotion and development of MSMEs
- Providing techno-economic and managerial consultancy, common facilities and extension services to MSMEs
- Providing facilities for technology upgradation, modernisation, quality improvement and infrastructure
- Developing Human Resources through training and skill upgradation.
- Providing economic information services
- Maintaining a close liaison with the Central Ministries, Planning Commission, State Governments, Financial Institutions and other Organisations concerned with development of MSMEs.
- Evolving and coordinating Policies and Programmes for development of MSMEs as ancillaries to large industries

The Office of DC-MSME has over 70 offices known as MSME development institutes (MSME DI- earlier known as small industries service institute) and autonomous bodies such as Tool Rooms, Training Institutions and Project-cum-Process Development Centres under its management, through which different services are being delivered to Micro and Small Enterprises.

The MoMSME and its related organizations are undertaking several schemes/support programs which seek to facilitate/provide: i) adequate flow of credit from financial institutions/banks; ii) support for technology upgradation and modernization; iii) integrated infrastructural facilities; iv) modern testing facilities and quality certification; v) access to modern management practices; vi) entrepreneurship development and skill upgradation through appropriate training facilities; vii) support for product development, design intervention and packaging; viii) welfare of artisans and workers; ix) assistance for better access to domestic and export markets and x) cluster-wise measures to promote capacity building and empowerment of the units.

2. Context

To ensure that the benefits of such schemes and support programs reach the target beneficiaries in a smooth, timely and transparent manner, it is extremely critical to set up effective service delivery channels. Over the years, technology has proved to play an important role in this regard. The use of electronic channel not only promises easy, fast and secure access of services to the end-users, it also

offers benefits to the service providers by ensuring faster processing time, improved accountability and streamlining of operations. Hence, the National e-Governance Plan of Indian Government seeks to lay the foundation and provide the impetus for long-term growth of e-Governance within the country.

The existing portals of the MoMSME (<http://msme.gov.in/>) and DC-MSME (<http://dcmsme.gov.in>) and provide only information about the current schemes and data on MSMEs in India. The current portal design is mainly static, does not allow for a bi-directional flow of information between Ministry and MSMEs and hence doesn't have the provision for online application and tracking systems or other advanced functionalities.

Thus, the MoMSME aims to introduce e-governance as one of the key service delivery channels, set up a National Portal and hence provide a single window access to all the schemes and other support programs provided by the MoMSME, DC-MSME and its field institutions.

3. Need for Project Management Consultant (PMC)

Recognizing the fact that the setting up of National Portal would require extensive project development and management efforts, DC-MSME would engage the services of a professional agency, as PMC which has proven experience in providing project management and consultancy support in setting up of e-governance and IT systems across the project life-cycle (e.g. need analysis, tender, selection of bidders, commissioning, system implementation, operations, monitoring etc).

4. Scope of Work

Broadly, the scope of work for the PMC includes the overall planning, coordination, management, control, monitoring, evaluation and reporting of the National Portal project from its planning to handing over stage and meeting the DC-MSME's requirements. The scope of work also includes providing other need based advisory services to the Office of DC-MSME (in addition to detailed scope of work listed below) as required for the effective implementation of the portal.

The detailed role of PMC under several stages of the project is as described below:

4.1. Pre-Tender and Approval Stage

- a) The PMC shall assemble an efficient project management team as approved by DC-MSME and have preliminary interaction with all the relevant stakeholders to initiate all preliminary action and mobilization
- b) The PMC shall appraise the project and facilitate the decision making process for approvals by Office of DC-MSME. The appraisal by PMC shall include assessment of cost estimates and means of financing. In other words, this would include the technical and financial assessment of feasibility and sustainability of the project implementation. It would also include an assessment of cost estimates, means of financing, revenue stream and tariff structure to demonstrate sustainability and maintenance of the assets created under the project
- c) The PMC shall support and advice DC-MSME in defining the criteria for qualification and bidding strategy

- d) The Project Management Consultant shall assist DC-MSME in mapping all the potential bidders, holding pretender meeting in a pre-determined manner, offer clarifications, if any, sought by the interested bidders and prepare the draft minutes of the pre-tender meeting
- e) The PMC shall support DC-MSME in managing all stakeholders, the interaction between them and conflict resolution, if any, for the entire project life-cycle
- f) The PMC shall assist DC-MSME in the overall coordination of work and preparing all documentation as required on need basis during the entire project life-cycle

4.2. Tender and award of work stage

- a) Finalization of **draft tender documents** under the project incorporating all statutory/ mandatory provisions so that the same are complete in all respect and adequate enough for inviting tenders
- b) Preparation of all other necessary report/documents for obtaining approval of the Government of India/other statutory bodies for undertaking the project, if any required
- c) The PMC shall assist DC-MSME in all the stages of bid process management including publishing of tender notice, inviting of expression of interest through press notice/other means, collate queries and provide clarifications, if any
- d) The PMC shall assist DC-MSME in short listing the bidders, analyzing the details furnished by them and providing recommendations for approval of the shortlisted candidates
- e) The DC-MSME shall receive and open the tenders in a pre-determined manner at pre-designated venue on the appointed date and time in the presence of intending tenders and PMC's representatives
- f) The PMC shall assist DC-MSME for issue of letter of intent /letter of award, and on its acceptance by the selected tender, execution of contract agreement between DC-MSME and the selected bidder (hereafter also referred as 'Implementing Agency') and take further necessary action in accordance with the tender conditions
- g) The PMC would maintain all the necessary records including advertisements, tender documents, assessment of bids and others for the entire project life-cycle

4.3. Implementation Stage

- a) The PMC shall develop a detailed project schedule that coordinates and integrates the schedule provided by the implementation agency; monitor and update the project schedule regularly incorporating updates on all project activities and processes
- b) The PMC shall ensure that all the project activities are executed by the implementing agency strictly as per the approval granted by DC-MSME, the term and conditions of the contract agreement entered between DC-MSME and the Implementing Agency, within the given time frame & budget provisions and with reasonable skill, care and diligence.

- a) The PMC shall ensure that the implementing agency has adequate manpower and resources to perform project activities in a timely manner
- b) The PMC shall prepare a project budget and cash flow statement as soon as major project requirements having been identified, monitor the progress of the projects financials and update the same periodically for the DC-MSME approval and suggest corrective action.
- c) The PMC shall also conduct verification by taking and recording joint measurements of all bills to be submitted by the implementing agency, process, certify and recommend as per the terms and conditions of contract agreement for release of payment by DC-MSME and attend to the observations / queries raised while processing the same for payments by DC-MSME
- d) The PMC shall also submit necessary information as required by DC-MSME for finalization of accounts and commits to continue to till the accounts are finalized at agreed upon terms
- e) The PMC shall monitor project progress and submit weekly or fortnightly progress report as per the directions of DC-MSME
- f) The PMC shall review change requests, if any, submit records of any changes made in the works during the progress of works and submit detailed documentation incorporating all such changes, whenever required
- g) It is the function of PMC to provide a staff of problem solvers, option providers, and counter measure developers who can help to work through the issue that is presenting difficulties in project execution

4.4. Operations and maintenance

- a) Develop /customize and implement a suitable Service Levels Monitoring tool in consultation with the DC-MSME and the implementing agency
- b) The PMC shall obtain all necessary access and rights from the Implementing Agency to tools implemented/ utilized by the implementing agency for monitoring of the portal, system related events, and service levels measurement/ monitoring
- c) The PMC shall receive and analyze all the requisite reports from the system as required for the monitoring and evaluation
- d) PMC shall assist DC-MSME to conduct mid-term and end-term evaluation of the project

4.5. Information, Education and Communication

- a) The PMC shall monitor and document all deliverables submitted by the Implementing Agency of the portal. It shall maintain a repository of all project deliverables & related reports (physical and soft copies) and make the same available to DC-MSME as and when required
- b) The PMC shall ensure the quality and adequacy of information and awareness material developed by implementing agency as per the contractual agreements
- c) The PMC shall ensure the dissemination of information and awareness material among all

relevant stakeholders by working in close coordination with implementation agency and DC-MSME

- d) The PMC shall facilitate the provision and monitor the quality of training to the relevant stakeholders by the implementing agency as per the contract agreements. The PMC shall collect feedback on the training and report the same to DC-MSME.

4.6. Completion Stage and Handing Over Stage

- a) The PMC shall take the ownership and conduct verification of all project deliverables and reports to ensure meeting of all DC-MSME's requirements and contractual obligations
- b) All the completed deliverables and works shall be handed over by the PMC along with the necessary documentation in pre-determined phases to the Office of DC-MSME
- c) The PMC shall provide the necessary skills training and knowledge transfer to the personnel/team (appointed by the Office of DC-MSME) who would take over the management of portal after the exit of PMC
- d) The PMC shall review and finalize the Exit Management Plan prepared by the Implementing agency in consultation with the Office of DC-MSME

5. Location Scope

The place of work for consultants will be in Delhi, though the consultants may be required to visit DIs and field institutions located in other cities/states occasionally.

6. Time Schedule

The overall duration of the contract with PMC is estimated to be 24 months as per the break up given below:

Phase	Expected timeline
Pre-tender and approval stage	1 month
Tender and award of work	1.5 month
Implementation	9 months
Operations and Maintenance	12 months
Information, education and communication	
Completion and handing over	0.5 month
Total	24 months

7. Eligibility Criteria

- a) Proven experience in project management consultancy projects in related fields i.e. e-governance projects, portal implementation, other IT solutions and services and of similar scale
- b) Proven experience in all stages of project management i.e. pre-tender processes, bid process management, selection and award of work, project implementation, operations, maintenance,

monitoring, evaluation, reporting, information and communication

- c) Proven experience in working with public sector clients and their field institutions in similar assignments
- d) Proven experience and requisite in-house legal, financial and technical expertise in managing similar assignments
- e) Proven experience in carrying out procurement and other project management activities as per the guidelines of GoI, other international bodies etc
- f) Proven experience in detailed project report preparation and managing multiple stakeholders
- g) Should be profitable organization having an annual turnover of not less than **Rs. 20 crore** in at least 2 of the last 3 years.
- h) Should have a team profile which would handle the assignment with experience in handling similar projects.
- i) Should have no conflict of interest in taking up the assignment.
- j) Empanelment on the panel of Transaction Advisors of Ministry of Finance, Govt. of India for Private Public Partnership (PPP) projects would be preferred

8. Payment Terms

8.1. The PMC would be paid the prescribed fee for rendering their services (including professional fee, travel, boarding and lodging, communication and other out-of-pocket expenses including taxes). The fee should be quoted in rupee terms as per Form-V.

8.2. The PMC would be paid as per following schedule and achievement of milestones:

Stage	Expected timeline	Payment
Advance Payment	Beginning of Month 1	30%
Completion of bidding procedures and award of contract to Portal Implementation Agency	End of Month 2	20%
Date of Go Live of Portal	End of Month 11	20%
Completion of operations and maintenance and handing over stage	End of Month 24	30%

9. Submission of Proposal

9.1. All interested and eligible organizations are hereby invited to submit the Proposal in two parts, as under:

9.1.1. Format of the proposal

Part-I: Documents named as "Technical Proposal"

- a) Containing documents such as detailed profile of the organization with areas of in-house expertise, experience both physical and financial in Project Management activities in industrial / infrastructure, previous work of monitoring etc. A copy of incorporation/registration certificate and PAN must be attached with the proposal.
- b) The work plan mentioning their approach and methodology to achieve the objective.
- c) Audited accounts for the last three years to demonstrate annual turnover.
- d) Should quote number of full time professionals including legal and financial professionals and provide an organizational structure including staff members.
- e) The arbitration clause should be clearly defined.
- f) The details of the team which is proposed to handle the project with their experience in handling similar projects.
- g) Should provide details of any existing or potential conflict of interest.
- h) Details of experience in handling PMC assignments in the last five years.
- i) Confirmatory letters from clients including description of services.
- j) A copy of this TOR document duly signed on each page as a token of acceptance of all the terms & conditions of this tender
- k) Non-refundable 'Demand Draft' of Rs. 5000/- (Rupees Five Thousand only) in favour of 'ABC' at New Delhi towards processing fees.

Part-II: Documents named as "Financial Proposal"

- a) The applicant organization should submit the quotation of professional fee as a percentage of the project cost as detailed above in para 7.
- b) A letter of authorization shall be supported by written power-of-attorney accompanying the Proposal. The Proposal shall be typed and printed in indelible ink and shall be signed by the Applicant Organization or a person or persons duly authorized to bind the Applicant Organization to the Contract. All pages of the Proposal, including all Photostat copies, except for un-amended printed literature, shall be initialed by the person or persons signing the Proposal.
- c) Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the Proposal.

9.1.2. Sealing and Marking of Proposals

The Applicant Organization shall seal both parts of the Proposal in two separate inner envelopes duly marking the envelopes as "Technical Proposal" part-I and "Financial Proposal" part-II. The applicant organization shall enclose a copy of this TOR document duly signed & stamped by the person or persons signing the Proposal on each page as a token of acceptance of all the terms & conditions of this tender. Both the sealed envelopes should be kept in separate outer envelope and marked on the top as "Appointing Project Management Consultant (PMC) for the development of National Portal for the Office of DC-MSME, Ministry of Micro, Small and Medium Enterprises" and addressed to reach the following address: ABC

9.1.3. Other requirements

- a) Both the inner envelopes shall also indicate the name and address of the Applicant organization.
- b) If the outer envelope is not sealed and marked as required, the office of DC-MSME will assume no responsibility for the Proposal's misplacement or premature opening.
- c) The proposal may be submitted by Registered post/Speed post/ Courier/ By hand delivery at Receipt & Issue of the department ABC. Telex, cable, email or facsimile Proposals will not be accepted under any circumstances.
- d) The last date for the receipt of the proposal is ABC.
- e) The application received after the last date will not be considered in any circumstances.

10. Evaluation of Bids

The bids shall be opened on the same day at 3.00 p.m (last date for receipt of bid). The representatives of the interested bidders may like to be present during opening of bids. The technical bids will be opened first and evaluated to assess whether the bids meet the prescribed score as stipulated or not. The financial bids of only those agencies that meet the prescribed score will be opened for evaluation. Methodology of evaluation of Bid is as explained in Annexure -I

11. Duration & Phasing

The overall duration of consultancy is till completion of the task from the date of the Appointment or earlier as decided by the department.

12. General Terms and condition of work

- 12.1. The organization is required to submit the details of the team which is proposed to handle the project with their experience in handling similar project. The same team would be maintained throughout the project duration unless otherwise requested by the office of DC-MSME. In the event of one of the members of the team leaving the consultant / consulting organization, a professional with identical / similar profile is required to be deputed in consultation with the department. All events shall be reported to the office of DC-MSME prior to any decision.
- 12.2. Prior to the commencement of the contract, the applicant organization is required to sign an agreement on non-disclosure, confidentiality and IPR to which access is provided to the consultant's resources.
- 12.3. No other charges shall be incurred by the office of DC-MSME other than those specified herein and the party shall be responsible for insurance and any other statutory requirements of the personnel deputed carrying out the activities to accomplish the objective & scope of the office of DC-MSME.
- 12.4. Payment shall be released subject to acceptance of deliverables & certification of milestones as per the deliverables by designated officials of the office of DC-MSME.
- 12.5. The Applicant organization should give the financial terms without mentioning any price in the

technical bid. The Price Bid should have the total price of the bid inclusive of taxes, if any. No other payment will be considered if not mentioned in the price bid. No subjective condition will be accepted in the price bid. Such conditions, if any, may be highlighted in the technical bid under "Exception".

- 12.6. The decision of the Competent Authority of the office of DC-MSME will be final in selecting the PMC and no further queries will be entertained.

13. Conflict of interest

The applicants shall not have a conflict of interest. All applicants found to have a conflict of interest as mentioned below are liable to be disqualified.

- a) The selected applicants shall not engage in activities that conflict with the interest of the client under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the services under the contract.
- b) The selected applicants shall not engage in any assignment that would be in conflict of interest with their current obligations to the same or other clients.
- c) The selected applicants (including their personnel, agents and/or sub consultants) that have a business or family relationship with such members of the office of DC-MSME staff who are directly or indirectly involved in the project will not be considered for appointment as consultant.

14. Corrupt or Fraudulent practices

The office of DC-MSME, Government of India, requires that Applicants under this contract observe the highest standard of ethics. In pursuance of this policy, the office of DC-MSME:

- a) Defines, for the purpose of these provisions, the terms set forth below as follows:
 - i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public servant ; and
 - ii. "fraudulent practice" means a misrepresentation of facts in order to influence the decision to award the consultancy contract to the detriment of the Govt. of India and PPP and targeted stake holders and includes collusive practice among Applicants/Bidders (prior to or after the bid submission) designed to establish bid prices at artificial non-competitive levels and to Govt.of India and PPS and targeted stake holders of the benefits of free and open competition.
- b) the office of DC-MSME will reject a proposal for award of consultancy work if it is determined that the Applicant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- c) the office of DC-MSME Will declare an Applicant/Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract / contracts, if it at any time determines that the Applicant/Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the consultancy contract.

15. Amendment of RFP Document

- 15.1. At any time, prior to the deadline for submission of Applications, Office of DC-MSME either on its own or on request of the Applicant may amend the RFP Documents by issuing addenda.
- 15.2. An addendum issued under the sub-clause 12.1 shall be part of the RFP Documents and shall be posted at the website of Office of DC-MSME.
- 15.3. To give Applicants reasonable time to take an addendum into account in preparing their Applications, Office of DC-MSME may, at its discretion, extend the deadline for the submission of Applications.

16. Processing Fee

- 16.1. This RFP document can be downloaded from the Office of DC-MSME website www.dcmsme.gov.in
- 16.2. The Applicants shall pay a non-refundable amount of **Rs. 5,000 (Rupees Five thousand only)** as processing fee. This amount shall be paid through a demand draft drawn on any scheduled bank in favour of **ABCD** payable at New Delhi and shall be enclosed with the Application at the time of submission, failing which the Application shall be rejected.
- 16.3. The Applicant shall bear all costs associated with the preparation and submission of its Application. Office of DC-MSME will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the pre qualification process.

17. Earnest Money/Performance Guarantee

Earnest Money Deposit (EMD)

The Application shall accompany a demand draft **of Rs.5 lakh** toward Earnest Money Deposit drawn on any scheduled bank in favour of **the ABC** payable at New Delhi. The EMD of applicants not selected for the consultancy contract shall be returned/refunded in due course.

Performance Bank Guarantee

The applicant who has been awarded the contract shall furnish a performance bank guarantee to the **tune of 10% of the fees** including expenses agreed to be paid to handle the PMC assignment. The performance bank guarantee shall be made on a scheduled bank. The EMD of the selected applicant will be refunded and performance bank guarantee discharged on submission of the final report complete in all respects.

18. Language of Application

The language of the Application as well as the supporting documents shall be in English.

19. Filling of Application Forms

- 19.1. All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be

mentioned against the relevant column. Even if no information is to be provided in a column, a 'nil' or 'no such case' entry should be made in that column. If any particulars/ query is not applicable in case of the applicant, it should be stated as 'not applicable'. The applicants are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the applicant being summarily disqualified, from considering for appointment as consultant. Applications made by telegram, fax or email and those received late will not be entertained.

- 19.2. The application should be computer printed in MS word format.
- 19.3. The applicant may furnish any additional information, which is deemed necessary to establish capability to successfully complete the envisaged project. Superfluous information need not be furnished and no information shall be entertained after submission of RFP document unless specifically called for.
- 19.4. Any information furnished by the applicant found to be incorrect either immediately or at a later date, would render the firm liable to be debarred from taking up the project consultancy.
- 19.5. The applicant should submit a checklist as per the Form VI along with the application.

20. Signing/ Sealing of Application and number of copies

- 20.1.1. The Applicant shall prepare one original set of the RFP documents and clearly mark it "ORIGINAL". The original of the Application shall be computer printed and shall be signed on all the pages by the person duly authorized to sign on behalf of the Applicant. The power of attorney duly notarized and on a stamp paper authorizing the person to sign and act on behalf of the firm/consortia should be submitted.
- 20.1.2. The Applicant shall submit two signed hard copies of the original Application and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.1.3. An authorized representative shall have the authority to conduct all business and incur liabilities related thereto for and on behalf of the Applicant, during the short listing process and thereafter.
- 20.1.4. The Original and the copies of the Application enclosed in separate envelopes shall be sealed in a single large envelope and submitted on or before the last date and time for submission of the Application as specified in the Schedule for Submission of RFP.
- 20.2. Office of DC-MSME may, at its discretion, extend the deadline for the submission of Applications, in which case all rights and obligations of Office of DC-MSME and the Applicants subject to the previous deadline shall thereafter be subject to the deadline as extended.

21. Late Applications

Application received after the dead line of submission of Application will not be considered or opened under any circumstances.

22. Evaluation

- 22.1. Without prejudice, in order to assist in the evaluation of Applications, Office of DC-MSME may, at its sole discretion, ask any Applicant for any clarification on its Application which shall be submitted within a stated reasonable period of time. Any request for clarification and all clarifications shall be in writing.
- 22.2. If an Applicant does not provide clarifications requested by the date and time set in Office of DC-MSME's request for clarification, its Application is liable to be rejected. It is clarified that Applicants shall not be required to submit on their own, additional information or material subsequent to the date of submission and such material if submitted shall be disregarded. It is therefore essential to ensure that all questions are answered fully on the proforma or otherwise. The pages of the RFP document and annexures and additional information if any submitted shall be numbered sequentially and signed. General responses such as "included in brochure" without specific item reference may be avoided.

23. Responsiveness of Applicants

- 23.1. An application, which does not meet all the requirements of the RFP document, shall be rejected forthwith
- 23.2. Applicants should note that this RFP Enquiry and Questionnaire is intended to provide preliminary information. The information contained herein shall not in any way be construed as binding on Office of DC-MSME, its agents, successors or assignees.
- 23.3. Applicants are advised that selection of consultants for this Project shall be entirely at the discretion of Office of DC-MSME. Applicants shall be deemed to have understood and agreed that no explanation or justification of any aspect of the RFP process shall be given either by Office of DC-MSME and that the results of the RFP process shall be without any right of appeal to the Applicants whatsoever
- 23.4. All documents and other information submitted by an Applicant to Office of DC-MSME shall become the property of Office of DC-MSME. Applicants are to treat all information as strictly confidential. Office of DC-MSME will not return any RFP document submitted to it by the Applicants.
- 23.5. Office of DC-MSME shall notify successful Applicants after evaluation. It will not entertain any query or clarification from Applicant(s) who are not short listed in the RFP process.

24. Withdrawal of Applications

- 24.1. No modification or substitution of the submitted application shall be allowed.

- 24.2. An Applicant may withdraw its Application after submission, provided that written notice of the withdrawal is received by Office of DC-MSME before the due date for submission of Applications. In case an applicant wants to resubmit his application, he shall submit a fresh application following all the applicable conditions.
- 24.3. The withdrawal notice shall be prepared in Original only and each page of the notice shall be signed and stamped by authorized signatories. The copy of the Notice shall be duly marked "WITHDRAWAL".

25. Liquidated Damages

If the selected PMC fails to complete the assignment as stipulated under the Agreement in the form of milestones, the PMC shall pay to the client, fixed and agreed liquidated damages, and not as penalty, @ 0.5% of the contract fees for each week of delay. The aggregate maximum of liquidated damages payable to the client shall be subject to a maximum of 5% of the total contract fees.

26. Right to Accept/Reject any or all Applications

Office of DC-MSME, Government of India reserves the right to accept or reject any or all Applications and to annul the qualification process at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

27. Attachments

- 27.1. Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the RFP Document or the Annexure is insufficient.
- 27.2. In responding to the RFP Application, Applicants should demonstrate their capabilities, by providing material based on their experience, past performance, their personnel and financial resources
- 27.3. It is expressly clarified that before submitting the RFP, the Applicant must have examined carefully the contents of all the documents and any failure to comply with any of the requirement of RFP document will be at the Applicant's risk.

28. Validity of Applications

- 28.1. The Application shall be valid for a period of 180 days from the last date of submission of applications.
- 28.2. Office of DC-MSME retains the right that in exceptional circumstances at its own discretion, it may ask the applicants to extend the validity of their application for a specified period. The Applicant not submitting the letter of extension of the validity period at that time shall not be further considered.

29. Court Jurisdiction

The disputes, if any, arising between PMC and Office of DC-MSME shall be resolved amicably, failing which it shall be referred to an Arbitrator, mutually acceptable to both parties, appointed by the Office

Of DC-MSME as per the relevant provisions under Arbitration and Conciliation Act, 1996. Alternatively, this shall be subject to the exclusive jurisdiction of courts at Delhi/New Delhi.

30. Clarification

For any further clarification please contact ABCD (Tel:), e-mail.

ANNEXURE-I

EVALUATION CRITERIA

The evaluation would be based on Quality-cum-Cost Based Selection (QCBS) criteria. The technical proposal would be evaluated first and points would be allotted to each of the bidders. The minimum Technical Score to be obtained for considering Financial Proposal shall be 70 points.

The weights given to Technical and Financial proposals are WT = 0.70 and WF = 0.30 respectively. Proposals will be ranked according to their combined technical and financial scores using the weights mentioned above

$$S = ST \times WT + SF \times WF$$

Where;

S = Final combined score

ST = Technical score

WT = weight given to technical score

SF = Financial score

WF = weight given to financial score

The firm achieving the highest combined technical and financial scores would be selected.

In the event of a tie in the final combined scores, the consultants having the lower financial quote amongst the two would be eligible for appointment.

Technical Evaluation

Sl. No	Criteria	Points
A	Experience of the company	25
1.	Proven experience in providing project management consultancy to public sector clients involving projects of similar size, scale and sector	15
2.	Proven experience in all stages of project management and sound understanding of guidelines of GoI	10
B	Appropriateness of suggested concept and work plan	25
1.	Interpretation of objectives	5
2.	Approach and methodology to achieve the objectives	10
3.	Work schedule and time schedule	10
C	Qualification of Proposed Staff	30
1.	Overall composition of team with requisite legal, financial and technical expertise	15

2.	Experience and qualification of team lead	10
3.	Experience and qualification of other staff members	5
D	Technical backstopping / Knowledge Management	10
1.	Capability for transfer of knowledge / Knowledge and Information Management/ Staff and backstopping conception	10
E	Other Specific Advantages e.g. Empanelment on the panel of Transaction Advisors of Ministry of Finance	10
	Total	100

Financial Evaluation

The financial evaluation would be done for only those proposals which qualify technically. The financial evaluation would be based on the total cost to Office of DC-MSME which shall include the cost of carrying out the services as well as those taxes, duties, fees, levies and other charges.

The lowest financial proposal (FPM_{in}) will be given a score of 100 points. The financial scores of the other financial proposals (SF) will be calculated as:

$$SF = 100 \times FPM_{in} / FP$$

SF = Financial score of other financial proposals

FPM_{in} = Price of lowest financial proposal

FP = Price of the proposal under consideration

ANNEXURE 2**LETTER OF TRANSMITTAL**
(On the Applicant's Letter head)

FROM:

Date:

To:

SUBJECT: Submission of RFP from firms/organization(s) for "Appointing Project Management Consultant (PMC) for the development of National Portal for the Office of DC-MSME, Ministry of Micro, Small and Medium Enterprises"

Sir,

Having examined the details given in RFP Notice and RFP document for the above project, we hereby submit the relevant information for considering our RFP document

1. We agree to abide by all the instructions, terms and conditions mentioned in the RFP document.
2. We hereby certify that all the statements made and information supplied in the enclosed Forms-I to V and accompanying statements are true and correct.
3. We have furnished all information and details necessary for RFP and have no further pertinent information to supply.
4. We also authorize DC-MSME, or their authorized representatives to approach individuals, employers and firms to verify our competence and general reputation.
5. We shall be jointly and severally liable to the Client for all the Project Consultant's obligation and liabilities as per the contract.
6. We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

Authorized Signatory (In full and initials) with seal

Name and Title of Signatory

Name of the Firm and Seal of the Firm

Address

Enclosures

FORM- I

GENERAL INFORMATION

1. Names of the firm:
(Attach an attested photocopy of Certificate of Registration.)
2. Legal Status of the Firm: (e.g. proprietorship/partnership/company). Please give the PAN of the Firm also
3. Year of incorporation:.....
4. Principal place of business.....
5. Registered Address, telephone, fax
.....
.....
6. Contact Person, Designation and Address including email ID
.....
.....
7. Names and Addresses of Associated Companies to be involved in the Project and whether Parent / subsidiary/ others. (The relationship to be indicated)
8. In case the company is subsidiary, the involvement, if any, of the Parent Company in the Project:
9. State whether the in-house expertise is available for all services. If not, details of sub-consultants to be involved in the project.
10. Was the applicant ever required to suspend a project for a period of more than six months continuously after commencement?
11. Has the applicant, or any constituent partner in case of partnership firm, ever abandoned the awarded project before its completion? If so, give name of the project and reasons for abandonment.
12. Has the applicant, or any constituent partner in case of partnership firm, ever been debarred/black listed for competing in any organization at any time? If so, give details.
13. Has the applicant, or any constituent partner in case of partnership firm, ever been convicted.

Date:

Signature of the Bidder /Authorized representative

Seal/ stamp of the Firm

FORM-II**NUMBER AND DETAILS OF PROJECTS FOR WHICH PROJECT MANAGEMENT CONSULTANCY WAS PROVIDED IN THE LAST FIVE YEARS**

a) General Projects:

Sl. No	Name and location of the Project	Name and address of the Client	Details of the Project including cost*	Nature of consultancy work with specific areas highlighted	Year of Start & Completion of the Project	Litigation/Arbitration if any with details

*- Value of the work for which services were provided only by the consultant only need to be provided.

- The applicants are required to provide Proof of award of work & completion certificate (on the client's letter head).

Date:**Signature of the bidder / Authorized representative****Seal/ stamp of the Firm**

FORM-III**FINANCIAL STATUS**

SI No.	YEAR	2010-11	2009-10	2008-09
1	Total assets			
2	Current assets			
3	Total liabilities			
4	Current liabilities			
5	Revenue Receipts			
6	Profit before taxes			
7	Profit after taxes			

Attach audited balance sheets in support of the data clearly marking the relevant portion. Also attach copies of Income Tax Returns filed.

All such documents should reflect the financial situation of the applicant or partner to a Joint Venture and not the sister or parent company.

Historic financial statements submitted must be audited by a Chartered Accountant.

Historic financial statements must correspond to the accounting periods already completed and audited (no statements for partial periods will be accepted.)

Date:

Signature of the bidder / Authorized representative

Seal/ stamp of the Firm

FORM-IV**CVs OF KEY STAFF**

1. Name of the Staff
2. Designation
3. Name and address of the firm presently employed, if any
4. Years with the firm
5. Position in the Proposed project (describe degree of responsibility also)
6. Qualifications (Technical and General)
7. Membership in professional bodies
8. Experience and Training (Relevant in the context of assignment)
9. Employment Record (starting with present position, all previous assignments may be covered)

Name of the Firm	Position Held	Years of Employment

10. Integrity

Date:**Signature of the bidder / Authorized representative****Seal/ stamp of the Firm**

FORM-V**FINANCIAL PROPOSAL****(on Applicant's letter head)**

Financial Quote, inclusive of taxes	
In Figures	
In Words	

Note:

1. No conditional proposals will be accepted.
2. In case of discrepancy in figures & words, rate quoted in words will be accepted.
3. This cost is inclusive of professional fee, travel, and boarding and lodging, communication and all other out of pocket expenses.
4. The Financial Proposal shall take into account all applicable expenses, tax liabilities and statutory levies. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under Financial Proposal

DATE:**Signature of the Bidder / Authorized representative****Seal/ stamp of the Firm**

FORM-VI**Check list of documents to be submitted with the RFP**

Sl. No	Details	Reference to Clause No.
1.	Processing fee of Rs. 5000/-	16
2.	Earnest Money Deposit of Rs. 5.00 Lakh	17
3.	Performance Guarantee	17
4.	Letter of transmittal	Annexure 2
5.	Copy of Incorporation/Registration certificate of the Firm in Form-I	9.1.1 (Part I)
6.	Copy of PAN of the Firm/Organisation	9.1.1 (Part I)
7.	Power of Attorney (in original) authorizing the signatory to sign the said proposal	20.1.1
8.	Details of projects for which Project Management consultancy was provided in the last five years in Form-II	9.1.1 (Part I)
9.	Financial Status in Form-III	9.1.1 (Part I)
10.	Audited Balance Sheets and Income Tax returns for the years 2009-10, 2010-11 and 2011-12 as required in Form-III.	9.1.1 (Part II)
11.	Details of key personnel and their CVs in Form-IV	9.1.1 (Part I)
12.	Financial offer of the Applicant in Form-V	9.1.1 (Part II)
13.	Signature of the bidder of his/her authorized signatory on each page of the RFP document	20.1.1
14.	Two signed hard copies of the original application clearly marked as "COPY"	20.1.2

Date:**Signature of the Bidder / Authorized representative****Seal/Stamp of the Firm**



National Portal for the Office of DC-MSME, Government of India

Concept Note for Discussion

on

Business Model for the National Portal

March 2013

1 Objective

This key objective of this document is to explore and analyse the feasibility of implementing and maintaining the proposed National Portal for the Office of DC-MSME using any of the PPP approaches.

2 Approach

To achieve the aforesaid objective, this document draws on the experiences, approaches and learning from similar e-governance initiatives across the country. The key references for this document include:

- a) 11th report – Promoting e-governance: The SMART Way Forward, Department of Administrative Reforms & Public Grievances
- b) Implementation of PPP, Joint Economic Research Program (JERP), World Bank
- c) E-government: the science of the possible by J. Satyanarayana (IT Secretary, Ministry of Communications & IT)

Against this backdrop, the several probable revenue streams and PPP models for the National Portal have been analysed in Section 3 and 4 respectively. **It is intended that this analysis (Section 3 and 4) would provide critical discussion points and inputs to the Office of DC-MSME in designing the implementation plan and appropriate business model for the National Portal.**

3 Typical Revenue Streams for Web Platforms:

Looking purely at the potential to generate revenues and income from the Web Portal, generally following are the possible revenue-streams:

- Revenue Sharing
- Service charges from Users
- Subscription charges
- Advertisements
- Sponsorships
- Other sources of income

Currently, MoMSME and o/o DC-MSME provides a number of services and schemes to MSMEs, Associations and individuals, and invites them to apply for these services. While each application could potentially be associated with a 'fee', such fees would depend on the category of scheme or service. For example, would it be justifiable to charge a fee where the DC-MSME is providing funding support to the applicant entity?

4 Analysis of Revenue Streams

In general, the several possible revenue streams of business model and related issues/discussion points regarding their feasibility w.r.t. National Portal are provided below.

Type of revenue stream	Analyses
Revenue Sharing , Service charges from Users	<ul style="list-style-type: none"> The public and private partner share the revenue collected from end-users for online services In the existing scenario, largely all the services of the Office of DC-MSME (with a few exceptions e.g. paid project profiles) are provided for free to end-users- Limitation w.r.t. National Portal
	Matchmaking – Public Procurement <p>a) <i>Viewing matches and creating profiles on business matchmaking database-</i> Charging user fee for this database from MSMEs may be more challenging vis-a-vis large enterprises and may affect the demand for this database particularly in initial stages. In addition, sustained demand for this database requires its information to be non-replicable – a challenge given the user-generated nature of information and competition from other private players.</p>
	Paid Publications: <p>b) <i>Paid reports and publications-</i> The private partners may get share of revenue from the sale of reports/publications developed by Office of DC-MSME or a % revenue share from sale of third-party reports/publications hosted on the portal. Need detailing on value propositions for users.</p>
	Fees for online EM filing <p>c) <i>EM Application-</i> Lack of certainty w.r.t. buy-in from all states to facilitate setting up of this service online and corresponding time delay for all the states going online way.</p> <p>What is the historical trend in the average number of EM filings across the country and by state?</p> <p>What kind of support infrastructure, other than the National Portal deployment, is expected from the IA to enable online filing of EM?</p> <p>In addition, this service directly overlaps with one of the key objective of Gol mission mode projects i.e. e-biz portal (https://www.ebiz.gov.in/servicesbook) as undertaken by Department of Industrial Policy and DoIT. The e-biz portal aims to provide online access to core services needed by businesses to obtain necessary clearances, licenses, permits, tax registrations and regulatory filings from Union and State Govts.</p>
	Fees for schemes Application: <p>d) This would be like an additional fee collected by the private partner either from end-users or the public partner (service provider) for</p>

	<p>providing services online</p> <p>This can be in the nature of processing fee per application or processing fee for only approved applications- Later option is more preferred</p> <p>Collecting the transaction fee from users may negatively affect utilization of schemes and disincentive use of online media, as there is no application fee in offline mode.</p> <p>Instead of charging end-users with additional transaction fees, thereby in-effect reducing scheme benefits, it is advisable to instead modify the design of schemes suitably to make provision for payment to the private partner</p> <p>e) Post and view tenders and contracts- This directly overlaps with the functioning of the E-procurement portal as implemented by Ministry of Commerce, resulting in a decreased relevance and demand for this service</p> <p>f) Fees for Trainings</p> <ul style="list-style-type: none"> • Would the revenues be limited to those trainings conducted by (empanelled) experts / consultancies for the improvement of MSMEs? • How would the costs of providing training / arranging for the training infrastructure be adjusted into the sharing of revenues between the DC-MSME and the IA?
Subscription Charges	<p>The subscription-based revenues can be split into two categories based on the source of revenues as follows:</p> <ul style="list-style-type: none"> • PSUs / Central Ministries: Fees for giving them access to the Portal, list of MSMEs, their contact details and storing the search results. • MSMEs: A few MSMEs who would want to be advanced users of the National Portal and are given preferential access to a few features of the Portal (to be identified), higher priority listing in case of searches by PSUs / other central and state ministries, etc. <p>Not very attractive options until it prove its value propositions.</p>
Advertisements, Sponsorship	<p>The key issues / concerns to be addressed for this revenue stream are listed below.</p> <ul style="list-style-type: none"> • Should advertisements be allowed in a National Portal of Govt. of India? • If yes, should these be limited to those from PSUs, other central and state departments? • What would be the objective of allowing advertisements (for example, to announce tenders, procurement initiatives, information that is of relevance to MSMEs, etc.)? • What should be the policies and guidelines for displaying advertisements? For example, regardless of the willingness to advertise, should the National Portal preclude advertisements from the same agency beyond a certain time limit to remove bias, user fatigue, etc.,? <p>May not be a desired feature for a government portal which provides G2C/G2B services</p>
Shared cost savings	<p>g) Public service provider pays the private partner for cost savings resulting from e-governance</p> <p>h) Benchmarks need to be defined appropriately</p>

	i) Lack of certainty (in initial stages) in determining adequacy of such savings to meet capital and operational costs of private partner
Value from joint creation of IPR	j) Needs to be explored further k) Uncertainty in the revenue stream

Also, important here is to look at some of the other e-governance initiatives (on-going or conceptualized) employing PPP approach and their revenue streams. **It is important to note that the projects with citizen/user fees as main source of income are the ones with very high and established demand for services (e.g. MCA 21, Land Records, Municipality Services e.g. birth certificates etc, payment of electricity/utility bills which is the main source of income for e-seva kendras) or as mandated under regulatory laws (e.g. e-procurement for government bodies) and hence fairly reliable revenue model.**

PPP revenue sources: NeGP Example

(Source: Implementation of PPP, Joint Economic Research Program (JERP), World Bank)

		Program Dimensions		
		Central Projects	State Projects	Integrated Projects
Sources of Revenue	Citizen, through user fees for value added services	<ul style="list-style-type: none"> MCA 21 Immigration Passport seva kendra 	<ul style="list-style-type: none"> Land records Property registrations Municipal services e.g. birth/caste certificates etc 	<ul style="list-style-type: none"> Common Service Centers (Kiosks) e.g. e-Seva Andhra Pradesh E-procurement
	Government, through cost savings	<ul style="list-style-type: none"> Central Excise Income tax 	<ul style="list-style-type: none"> Commercial taxes Police 	<ul style="list-style-type: none"> e-Biz
	Capital Grants through Gol budget or donor funds	<ul style="list-style-type: none"> National ID 	<ul style="list-style-type: none"> Panchayats 	<ul style="list-style-type: none"> Core & Support Infrastructure

5 Analysis of PPP models

The several forms of PPP and their analysis are depicted below. **Among the several options, the JV Model or BOOT in combination with viability gap funding seems to be most suited for the National Portal.**

Type of PPP model	Analyses
Joint Venture (JV) Model	<ul style="list-style-type: none"> Preferred for delivery of services which are basic and permanent in nature with steady envisaged returns in long term Share of government in equity may not always be in cash and instead can be in the form of tangible assets like land, building and equipment- This approach is recommended for the National Portal Most viable JV partners may be multinational companies

	with proven experience. However, pairing an experienced MNC with a suitable small sized local company can also be done to promote transfer of technology and skills
Build Own Operate Transfer Model	<p>l) Usually adopted for projects with fairly reliable revenue model- Limitation w.r.t. National Portal</p> <p>m) Revenue model could be transaction charges (paid by citizens or governments) or EQI/EMI or a combination of both</p> <p>n) In past this model has mostly been undertaken for projects which involve setting up of physical infrastructures such as provision of integrated services to citizens across the counter, issue of driving licenses, registration of vehicles etc</p> <p>o) Viability gap funding can make this proposition be a better fit for National Portal- Viability fund to be assessed based on competitive bidding</p>
Application Service Provide (ASP) Model	<ul style="list-style-type: none"> • Suited for projects which are required to be set up in short time frame and nature of information is not so sensitive and critical to governance- - Limitation w.r.t. National Portal • Revenue model is typically transaction based

Source: E-government: the science of the possible by J. Satyanarayana (IT Secretary, Ministry of Communications & IT)

6 Way ahead

The issues / concerns listed above for each possible revenue stream may indicate the feasibility, size and attractiveness of each stream. The next steps would be to answer the issues / concerns, develop assumptions / hypotheses for the 'traffic' that would drive the revenue stream and provide for scenarios on these assumptions.

Given the limitations and uncertainty w.r.t. probable revenue streams for the implementation and maintenance of National portal by the private partner, it is recommended that the Office of DC-MSME hold a consultation workshop with the probable private partners to know their opinion, past experiences and desired approaches in implementing similar projects and explore other options such as BOOT coupled with viability gap funding.

Feedback on Online Application and Tracking System

A. To improve the functionality:

1. Home page

- The introductory page of the website doesn't specify its key functionality i.e. "online application and tracking system"



- Website (home page) can be categorized in certain modules/section including following:
 - a. Check for eligible schemes- An application to search for eligible schemes can be built on the main page based on certain filter criteria i.e
 - i. Individual v/z association
 - ii. Women/special category / region
 - iii. Specialised area (finance /marketing.....)
 - b. Apply for eligible schemes
 - c. Check the status of your application
 - d. Feedback
 - e. Contact us- For seeking application related or any other assistance

2. Online Application Page

- All schemes currently appearing in a list format can be broadly divided into certain sections e.g. like done on main page:

- f. Enterprise and Skill Development
- g. Technology up gradation
- h. Financial Assistance
- i. Marketing Assistance
- j. Cluster Development
- k. Others

This would provide flexibility in categorizing and adding non-NMCP related schemes at a later stage.

- Currently the website **accepts applications with no documents/disclosures attached**. The functionality should be modified so that incomplete applications which don't have the mandatory documents enclosed are not accepted.
- For checking the status of application, following changes in functionality and presentation are suggested:

Scheme	Date of Application	Status	Next Steps
Marketing Assistance	28 Jan 2012	Draft Saved/ Accepted/Rejected/Pending with DI	Complete Draft/ Submit application/ Expected response time/ Contact administrator etc
Technology up gradation	1 Feb 2012	Draft Saved/ Accepted/Rejected/Pending with DI	

- If the application status is pending with the DI, an expected response time can be specified, exceeding which the applicant can also be given an opportunity to send a reminder and resubmit the application.
- The website can also have information on how the reimbursements would be made once the application is accepted.
- For the schemes already submitted for evaluation, submit/reset buttons should appear disabled

Declaration

☒ I declare that the particulars given in the above statement are correct. I also undertake that any financial assistance granted to me/my enterprise on the basis of this declaration shall be liable to be refunded to the Government if at any time any information furnished in this application is found to be wrong or incorrect or misleading. I do hereby bind myself and my enterprise to pay the Government on demand a sum equal to the amount claimed as financial assistance in respect of above mentioned activity, within seven days of the demand being made to me in writing.

Final Submit

Reset

- Applications with invalid data entry should not get submitted.

Details of E.M No

*E.M No : 8888888888

*Date of Issue : 23/June/2011
[Ex:23/June/2011]

*Directorate of Industries/GM : Dekkk

*DIC of the State Concerned : kikoikkmlk

- To ensure that the fields that are currently non-mandatory to be filled should not result in the rejection of application at a later stage
- The amount to be reimbursed should automatically get calculated (wherever feasible) once the amount paid for one time registration is filled in

Amount Paid one time registration fee

*One-time registration fee (in Rs.) :

*Annual Recurring fee (in Rs.) :

1st Year : 2009
2nd Year : 2010
3rd Year : 2011

Amount to be Reimbursed

*One-time registration fee (in Rs.) :

*Annual Recurring fee (in Rs.) :

1st Year : 2009
2nd Year : 2010
3rd Year : 2011

- Error in entering the landline telephone number


*Tel. No. :

⚠ Tel no. should be of 10 digits with STD Code

To improve the design and user-friendliness

- On the home page of main DC MSME site i.e www.dcmsme.nic.in , prominent icon with link to the “online application and tracking system” page

- Date format can be changed (DD/MM/YYYY or MM/DD/YYYY)

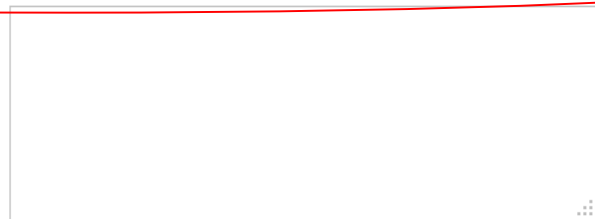
*Date of Issue : 
[Ex:23/June/2011]

- Spell check and grammar of the entire website. For e.g.

You have Chooosen following Schemes for Availing Benifits.

- The wordings of questionnaire could be modified to elicit precise information. For e.g. the following question can be reframed or divided into subparts.

What is already available in market? What is the market potential? What value it would add in market :



- Use of consistent colors. For e.g. some forms have templates in red and others in green color.

Reporting Templates for the Online Application and Tracking System of Design Clinic Scheme by the Office of DC-MSME

The administrator in charge of monitoring the scheme would select one of the following options:

Select an option to choose the report type:

A) Individual Design Project Application Status

B) Consolidated Reports

A) Individual Project Status

Sr. No	Project No	State& Zone	Primary Applicant	Co-Applicant	Date of Proposal Received	Proposal Brief	Time Duration	Current Status	Overall estimated cost of the project		Expenditure till date	
									GOI share	Applicant Share	GOI Share	Applicant Share

B) Consolidated reports

The consolidated reports will be generated basis selection of following parameters by the Office of DC-MSME:

B1) Choose a Field

- i) Overall Scheme Status
- ii) Workshops
- iii) Seminars
- iv) Need Assessment Surveys
- v) Profile of received applications
- vi) Profile of in-process applications (yet to be approved)
- vii) Profile of approved applications
- viii) Profile of rejected or withdrawn applications

B2) Choose a Period

- i) Cumulative (since the start of scheme)
- ii) Annual: 2010 to 2011- Editable fields
- iii) Quarterly: Quarter Ending Jun'10 to Quarter Ending Jun'11
- iv) Monthly: May'10- May' 11

B3) Choose an Area

- i) All India
- ii) Zone-wise (North/South/West/East)
- iii) State-wise

B4) Choose a Monitoring Parameter

- i) Activities Undertaken
- ii) Expenditure/Funding
- iii) Processing Time for Design Project Applications
- iv) Both i and ii

v) All of the above (i,ii,iii)

B5) Choose a Display Option

i) Tables

ii) Graphs

The following section displays the several possible reporting templates basis selection of above parameters:

1. Overall Scheme Status

a) Activities Undertaken (Number of Workshops/Seminars/Surveys/Applications)

All India/Zone/State	2010	2011	Cumulative
<i>Multiple tables would be generated for Zones/States</i>	<i>Sample Year</i>	<i>Sample Year</i>	
Workshops			
Seminars			
Need Assessment Surveys			
Design Projects			
Applications received			
Applications in process (yet to be approved)			
Applications approved			
Applications rejected			
Applications withdrawn			
Empanelled Designers (net additions)			

b) Expenditure/Funding (Estimated cost/Actual Expenditure involved in different activities)

All India/Zone/State	2010	2011	Cumulative
<i>Multiple tables would be generated for Zones/ States</i>			
Workshops			
Seminars			
Need Assessment Surveys			
Approved Design Projects	-	-	-
Estimated GOI funding involved in approved applications (a) #			
Estimated Applicant funding involved in approved applications(b) #			
Total (a+b)#			
Amount disbursed by GOI (c)*			
Amount contributed by the Applicant (d)*			
Total (c+d)*			

#This is the estimated cost of the project (over the entire duration of project) for applications approved in current year only

*This is the actual project expenditure on account of applications approved in current as well as previous years

c) Processing Time

Average days involved in processing of applications * (Number of Days at Any stage/Applications at any Stage)	All India/Zone/State <i>Multiple tables would be generated for Zones and States</i>	
	2010	2011
Application received and reviewed		
Application examined and experts comments received		
Applications sent to client and received clarifications		
Applications considered and approved by PAP		
Application considered and approved by PMAC		
Overall average days involved in processing of applications		

*Include only approved or withdrawn or rejected applications. In process-applications are excluded.

2. Workshops/Seminars/Need Assessment Surveys

a) Activities Undertaken

Number of Workshops/Seminars/Need Assessment Surveys conducted	2010	2011	Cumulative
All India			
State/Zone			
State/Zone			

Participation in Workshops/Seminars/Need Assessment Surveys	2010	2011	Cumulative
All India			
State/Zone			
State/Zone			

b) Expenditure/Funding

Expenditure involved in conducting Workshops/Seminars/ Surveys	2010	2011	Cumulative
All India			
State/Zone			
State/Zone			

c) Processing Time: NA

3. Profile of received applications

Following parameters would be entered by the Office of DC-MSME (one entry from the Drop Down Menu). Default value would be "All" for all the fields.

- i. Type of Applicant (All/Unit/Association/Group): _____
- ii. Type of MSME (All/Micro/Small/Medium): _____ *--Enabled only if "Unit" is selected in Field (b)*
- iii. Gender (All/Male/Female/Others): _____ *--Enabled only if "Unit" is selected in Field (b). For this functionality to work, it is important to take details of Promoters in the Registration Form*
- iv. Industry/Nature of Business (All/Textiles/Automobiles): _____
- v. Type of Design Project (All/Professional/Student): _____

Based on the above parameters, following tables would be updated:

a) Activities Undertaken

Applications received	2010	2011	Cumulative
All India			
State/Zone			
State/Zone			

b) Expenditure/Funding

Estimated cost of project for applications received	2010	2011	Cumulative
All India			
State/Zone			
State/Zone			

- c) **Processing Time:** NA. Please refer to section "Profile of Overall Scheme Status/In-Process /Approved /Rejected /Withdrawn Applications" for related information

4. Profile of in-process applications

The parameters to be entered and reports to be generated would be same as those given in Section 3 above with the exception of following:

c) Processing Time

All India/Zone/State <i>Multiple tables would be generated for Zones and States</i>	Number of applications in-process as on () <At any point of time>				
	Application received, reviewed & under scrutiny	Application examined, awaiting experts comments	Applications sent to client for further clarification	Applications awaiting PAP consideration	Application awaiting PMAC consideration
Applications in process for less than 10 days at any stage					
Applications in process for greater than 10 and less than 30 days at any stage					
Applications in process for greater than 30 days at any stage					
Total					

5. Profile of approved applications

The parameters to be entered and reports to be generated would be same as those given in Section 3 above with the exception of following:

a) Activities Undertaken

Approved applications	2010	2011	Cumulative
All India			
State/Zone			
State/Zone			

Stage-wise breakup of approved applications	Year 1	Year 2	Year 3
All India			
State/Zone			
State/Zone			

b) Expenditure/Funding

Estimated cost of project for approved applications #	2010				2011			
	Yr	Yr+1	Yr+2	Total	Yr	Yr+1	Yr+2	Total
All India								
GOI Share								
Applicant Share								
State/Zone								
GOI Share								
Applicant Share								
State/Zone								
GOI Share								
Applicant Share								

#This is the estimated cost of the project (over the entire duration of project) for applications approved in current year only

Actual expenditure on approved applications*	2010				2011			
	Yr-2	Yr-1	Yr	Total	Yr-2	Yr-1	Yr	Total
All India								
GOI Share								
Applicant Share								
State/Zone								
GOI Share								
Applicant Share								
State/Zone								
GOI Share								
Applicant Share								

**This is the actual project expenditure on account of applications approved in current as well as previous years*

c) Processing Time

Average days involved in processing of approved applications (Number of Days at Any stage/Applications at any Stage)	All India/Zone/State <i>Multiple tables would be generated for Zones and States</i>	
	2010	2011
Application received and reviewed		
Application examined and experts comments received		
Applications sent to client and received clarifications		
Applications considered and approved by PAP		
Application considered and approved by PMAC		
Overall average days involved in processing of approved applications		

6. Profile of rejected/withdrawn applications

The parameters to be entered and reports to be generated would be same as those given in Section 3 above with the exception of following:

a) Activities Undertaken

Application rejected/withdrawn for All India/Zone/State	2010	2011	Cumulative
All India			
State/Zone			
State/Zone			

Identified reasons for rejected/withdrawn applications	2010			2011			Cumulative		
	1*	2	3	1	2	3	1	2	3
All India									
State/Zone									
State/Zone									

**Reasons for rejection/withdrawal*

b) Funding/Expenditure: NA

c) Processing Time

Average days involved in processing of rejected/withdrawn applications (Number of Days at Any stage/Applications at any Stage)	All India/Zone/State <i>Multiple tables would be generated for Zones and States</i>	
	2010	2011
Application received and reviewed		
Application examined and experts comments received		
Applications sent to client and received clarifications		
Applications considered and approved by PAP		
Application considered and approved by PMAC		
Overall average days involved in processing of rejected/withdrawn applications		



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