REQUEST FOR PROPOSAL

FOR

Selection of Service Provider for Development, Implementation, Operation and Maintenance of the

National Single Window System

Dated: 21st July 2020

Invest India

A joint venture between Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Industry Associations and State Governments of India
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DISCLAIMER

1. This Request for Proposal ("RFP") is issued by Invest India, a joint venture between the Department of Industrial Policy & Promotion (DPIIT), Ministry of Commerce and Industry, Industry Associations and State Governments of India.

2. The information contained in this RFP or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of Invest India or any of its employees or advisors, is provided on the terms and conditions set out in this RFP.

3. This RFP is not a contract and is not an offer by Invest India to the prospective bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by Invest India, in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for Invest India, its employees or advisers to consider the objectives, technical expertise and particular needs of each party, who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

4. Information provided in this RFP to the bidders is on a wide range of matters and is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Invest India accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the laws expressed herein. Invest India, its employees and advisers make no representation or warranties and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, claims, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained herein or deemed to form part of this RFP or arising in any way in this selection process. Invest India accepts no liability of any nature, whether resulting from negligence or otherwise, however caused, arising from reliance of any bidder upon the statements contained in this RFP.

5. Invest India is entitled, in its absolute discretion, but without being under any obligation, to update, amend or supplement the information, assessment or assumption contained in
this RFP. The issue of this RFP does not imply that Invest India is bound to select a bidder or to appoint the selected bidder, as the case may be, for this project and Invest India reserves the right to reject all or any of the proposals of any bidder, without assigning any reason whatsoever.

6. Invest India or its authorized officers / representatives / advisors reserve the right, without prior notice, to change the procedure for the selection of the selected bidder or terminate discussions and the delivery of information at any time before the signing of any agreement for the project, without assigning reasons thereof.

7. The RFP does not address concerns relating to diverse investment objectives, financial situation and particular needs of any party. The RFP is not intended to provide the basis for any investment decision and each bidder must make its / their own independent assessment in respect of various aspects of the techno-economic feasibilities of the project. No person has been authorized by Invest India to give any information or to make any representation not contained in the RFP.

8. Invest India may terminate the bid process at any time and without assigning any reason and makes no commitments, express or implied, that this process will result in a business transaction with anyone.
SECTION 1: LETTER OF INVITATION
Dear Sir/Madam,

1. **Invest India** invites proposals from eligible, reputed, competent and professional organizations for selection of a service provider for development, implementation, operation and maintenance of the Single Window System (“SWS”) (Single Window System) IT portal, in accordance with the Terms of Reference forming a part of the RFP.

2. A bidder will be selected based on the criteria set out in this RFP including but not limited to the pre-qualification criteria (Section 2) and in accordance with the Combined Quality cum Cost Based System method (CQCCBS) with weightage ratio of 70:30 (70% for the Technical Proposal and 30% for the Financial Proposal) and as per procedures described in this RFP.

3. The contents of this RFP enlist the requirements of Invest India.

   The RFP includes the following sections:

   - **Section 1 – This Letter of Invitation**
   - **Section 2 - Instructions to Bidders (including Data Sheet)**
   - **Section 3 - Technical Proposal - Standard Forms**
   - **Section 4 - Financial Proposal - Standard Forms**
   - **Section 5 - Terms of Reference**
   - **Annexure 1 - Format of Bank Guarantee**

4. Bidders are advised to study this RFP document carefully before submitting their proposals. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions, and implications.

5. The time, date and venue details related to the pre-bid conference and proposal submission are mentioned in the Data Sheet. Proposals that are received after the last date of submission of the proposal will not be considered and evaluated for this project.

6. Please note that on account of the outbreak of the COVID-19 pandemic, the entire bid submission and evaluation process (including but not limited to the pre-bid conference) as
set out in the RFP may be held electronically and by virtual means/video conferencing, in accordance with the terms of this RFP and the instructions issued by Invest India.

7. You are requested to intimate your interest to participate in the project/submission of the bid to Invest India in accordance with the timelines set out in the RFP (Important Dates), to the contact mentioned in paragraph 8 below.

8. For any information or clarifications please contact the following:

   Karan Gupta  
   Invest India, Vigyan Bhawan Annexe  
   Maulana Azad Road | New Delhi 110011  
   M: +91 9205480586  
   E: karan.gupta@investindia.org.in | W: www.investindia.gov.in

Yours faithfully,

Deepak Bagla  
CEO and MD  
Invest India  
A joint venture between Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Industry Associations and State Governments of India
## DATA SHEET

<table>
<thead>
<tr>
<th></th>
<th>RFP issuing authority</th>
<th>Invest India, A joint venture between Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Industry Associations and State Governments of India</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Date of issuance of RFP</td>
<td>21&lt;sup&gt;st&lt;/sup&gt; July 2020</td>
</tr>
<tr>
<td></td>
<td>Reference No.</td>
<td>INV/IND/ITSW/RFP-20-21/01</td>
</tr>
<tr>
<td></td>
<td>Method of selection:</td>
<td><strong>Combined Quality cum Cost Based System (CQCCBS)</strong></td>
</tr>
<tr>
<td></td>
<td>Documents forming a part of RFP:</td>
<td>The RFP consists of the following: Disclaimer Section 1 – The Letter of Invitation Section 2 - Instructions to Bidders Section 3 - Technical Proposal - Standard Forms Section 4 - Financial Proposal - Standard Forms Section 5 - Terms of Reference Annexure 1 - Format of Bank Guarantee</td>
</tr>
<tr>
<td></td>
<td>Availability of RFP and related documents</td>
<td><a href="https://www.investindia.gov.in/request-for-proposal">https://www.investindia.gov.in/request-for-proposal</a></td>
</tr>
<tr>
<td></td>
<td>Non-Refundable tender/RFP Cost</td>
<td>NIL</td>
</tr>
<tr>
<td></td>
<td>Pre-Qualification Criteria</td>
<td>As per clause 2.10 of the RFP. <strong>Documentary proof with respect to the pre-qualification criteria is essential without which the proposal will be rejected. Technical and Financial evaluation will be done only for the bidders satisfying the pre-qualification criteria.</strong></td>
</tr>
</tbody>
</table>
6. **Earnest Money Deposit**

   The bidder must submit an EMD of Rs. **10,00,000/- (Indian Rupees Ten Lakh only)** in Indian Rupees in the form of a bank demand draft drawn in favour of **Invest India** payable at New Delhi, along with the Technical Proposal.

7. **Technical and Financial Proposals**

   As per Clause 2.11 and Clause 2.12 of the RFP, respectively.

   Name, objectives, and description of the assignment:

   As detailed in the Terms of Reference (Section 5)

8. **Pre-bid conference:**

   Date: 5<sup>th</sup> August 2020*

   Time: **11:00 hrs.**

   Venue:
   Conference Room, Invest India
   First Floor
   Vigyan Bhawan Annexe
   Maulana Azad Road | New Delhi 110011

   Contact
   Karan Gupta
   Invest India
   Vigyan Bhawan Annexe
   Maulana Azad Road | New Delhi 110011
   M: +91 9205480586
   E: karan.gupta@investindia.org.in
   W: [www.investindia.gov.in](http://www.investindia.gov.in)

   *Bidders may confirm their participation in the pre-bid conference to the above person at the email id provided above.*

   *Due to the ongoing COVID-19 crisis, it may be decided by Invest India to conduct the Pre-Bid meeting virtually. Bidders are requested to use the below-mentioned link for the same:*
<p>| | | |</p>
<table>
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<th></th>
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<tbody>
<tr>
<td><strong>9.</strong></td>
<td><strong>Intimation of interest to participate in the bid</strong></td>
<td><strong>1</strong>&lt;sup&gt;st&lt;/sup&gt; August 2020</td>
</tr>
<tr>
<td><strong>10.</strong></td>
<td><strong>Timeline for seeking clarifications before the bid submission date:</strong></td>
<td><strong>2</strong>&lt;sup&gt;nd&lt;/sup&gt; August 2020</td>
</tr>
</tbody>
</table>
|   | **Address for requesting clarifications and submission of any other information in accordance with the terms of the RFP** | **Karan Gupta**  
Invest India  
Vigyan Bhawan Annexe  
Maulana Azad Road | New Delhi 110011  
M: +91 9205480586  
E: karan.gupta@investindia.org.in |
| **11.** | **Language** | The proposal shall be submitted in **English** only.  
The Contract to be signed with the successful bidder shall be written in English language, which shall be the language that shall govern the contractual relations between **Invest India** and the successful bidder. |
| **12.** | **Taxes:** | As per Clause 2.25 of Section 2  
Service fee payable by **Invest India** to the selected bidder under the Contract shall be inclusive of all taxes and duties, as more particularly set out under the terms of the Contract. |
| **13.** | **Currency** | All amounts, and costs shall be stated in Indian Rupees |
| **14.** | **Proposals must remain valid until:** | **Date:** 31<sup>st</sup> December 2020  
**Time:** 11:59 p.m. |
| **15.** | **Address to submit the proposal** | **Aditya Sharma**  
Chief Technology Officer  
Invest India  
Vigyan Bhawan Annexe  
Maulana Azad Road | New Delhi 110011 |
16. Proposals submission date: Not later than the following date and time:
Date: 21\textsuperscript{st} August 2020
Before 8.00 P.M

17. Pre-Qualification & Technical Proposal Opening 24\textsuperscript{th} August, 2020

18. Technical Solution Presentation & Evaluation 25\textsuperscript{th} August 2020 onwards

19. Financial Proposal Evaluation 28\textsuperscript{th} August, 2020

20. Evaluation of Technical Bid shall be as per the below-mentioned criteria.

**100 marks out of 150 are required to be obtained to qualify for Financial bid.**

<table>
<thead>
<tr>
<th>Evaluation Submission/Criteria:</th>
<th>Points</th>
</tr>
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<tbody>
<tr>
<td>Experience of working on large scale IT Projects that required a micro-service architecture and integration with multiple external IT systems. Previous work-experience of working on Government IT projects in the last 3 (three) years.</td>
<td><strong>10 Points</strong></td>
</tr>
<tr>
<td>CVs of professionals to be deployed for the assignments (to provide at least 10 (Ten) CVs)</td>
<td><strong>10 Points</strong></td>
</tr>
<tr>
<td>• Quality of personnel (qualifications, technical experience, skills, and competencies) – At least 3 (three) years of experience for junior resources and 6 (Six) years of experience for senior resources</td>
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<tr>
<td>• Dedicated certified Project Manager - PMP Trained/Certified Scrum Master/PGDM/MBA/ with overall 15+ years of experience and minimum 8 years of experience working on government project</td>
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</table>
Technical proposal presentations and Q/A, including following but not limited to:

- Overall System Architecture and integration approach
- Technology stack on which the platform will be built
- Proposed Cloud Infrastructure Architecture and approach
- Scalability and flexibility of the proposed solution to add/modify new modules in the future
- Ability and flexibility of the platform to integrate with other IT systems
- Quality of Project Management Proposal
- Overall Implementation approach
- DevOps
- QA Testing Approach & Methodology
- Turnaround time to design, develop and launch new features/modules on the platform
- Designing and Creative Capabilities
- Innovative features to increase user engagement on the portal

<table>
<thead>
<tr>
<th>Module Evaluation: Following modules/functionalities/components will be evaluated individually and independently as well. Each module will be evaluated for <strong>10 Points each</strong> based on the following but not limited to:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bidders understanding of the requirements/specifications of the module</strong></td>
</tr>
<tr>
<td><strong>Overall Architecture/Solution/Technology Proposed</strong></td>
</tr>
<tr>
<td><strong>Flexibility, Scalability and Agility of the module to integrate with other components</strong></td>
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<table>
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<tr>
<th><strong>50 Points</strong></th>
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<table>
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<tr>
<th><strong>Each Module: 10 Points</strong></th>
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<tbody>
<tr>
<td><strong>Total Points: 80</strong></td>
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</table>
- Overall relevant experience of the bidder in proposed technology/ similar module/ component/ functionality

List of Modules/ Components/ Functionalities:

- Overall Portal UI/ UX
- Know Your Approvals (KYA) Module
- Configuration Module
- Unified Application Form (UAF) and Document Repository
- Integration/Communication Module
- Quality Assurance & Automation Testing
- Artificial Intelligence & Insights Use Cases
- DevOps and Cloud Infrastructure

<table>
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<tr>
<th>Total*</th>
<th>150 Points</th>
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<tbody>
<tr>
<td>*Technical scores will be pro-rated to 100 points using simple unitary method</td>
<td></td>
</tr>
</tbody>
</table>

21. **Financial Evaluation:**

1. Financial bids of technically qualified bidders shall be opened i.e. those who score minimum 100 Points out of 150 Points.

2. The financial quotation (FTE Rate in INR/ Month) for each category will be aggregated and the total amount will be considered as the Financial bid.

3. 100 Points will be awarded to the bidder with the **Lowest Total Financial Bid Quotation** (LTFBQ) and rest of the bidders will be awarded points inversely proportional to the LTFBQ.

   **Formula:** \[-(LTFBQ/TFBQ) \times 100\]

   LTFBQ: Lowest Total Financial Bid Quotation
   TFBQ: Total Financial Bid Quotation
22. **Combined Evaluation:**


2. The Technical evaluation score that will be considered will be the simple average score of the entire committee.

3. Invest India at its discretion may choose to engage with **up to top 2 (two) bidders** for allotment of work. Allotment and distribution of work will happen at the sole discretion of Invest India.

4. In the event any bidder (other than the selected bidder) keeps the bid rates valid for a period of 3 (three) years from the date of issuance of the RFP, then Invest India may at its discretion call upon 1 (one) or more of such bidders to perform services under this project at any point during such a period of 3 (three) years from the date of issuance of the RFP. Provided that it is the option of such bidders to accept performance of services.

<table>
<thead>
<tr>
<th>23.</th>
<th>Terms of Payment</th>
<th>As per Section 5.8 of the RFP.</th>
</tr>
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<tbody>
<tr>
<td>24.</td>
<td>Commencement of assignment:</td>
<td>As mentioned in the LOA/Contract.</td>
</tr>
</tbody>
</table>
SECTION 2: INSTRUCTIONS TO BIDDERS
Preface

Invest India is a not-for-profit joint venture between the Department for Promotion of Industries and Internal Trade, Ministry of Commerce & Industry; State Governments; and Industry associations. Operationalized in early 2010, the organization has been set up as the dedicated Investment Promotion Organization (IPA) for attracting investments into the country in a structured, focused and comprehensive manner.

Single Window as a concept has been discussed for many years to ease the process of applying regulatory approvals and compliance in India at a single location (physical or digital) and at the same time minimizing uncertainty associated with the time it takes to obtain required regulatory clearances and in-turn reducing the overall risk of starting business in India.

Despite commendable efforts from the several States and Central departments of the government to implement Single Window digital platforms to apply for approvals, the overall experience of an investor/entrepreneur to obtain and comply with regulatory requirements appears to be highly asymmetrical and is opportune to build a **Single Window System at a national level**. This system shall integrate with existing State and Central department system and shall provide mechanisms to further optimize the process of applying and obtaining regulatory approvals and compliances under applicable laws in India, being a true one-stop shop to setup and start business anywhere in India.

SWS (Single Window) system will serve as a true single window system to setup business in India and will complement Invest India’s on-ground efforts to facilitate investments in India and promote ease of starting and doing business in India.

Under the able guidance of DPIIT, Invest India has been nominated as the project management unit for the SWS and is responsible for implementing, managing and conducting regular monitoring and governance for the project.
2.1 Introduction

**Invest India** will select a bidder in accordance with the method of selection specified in the Data Sheet and the terms of this RFP.

The short-listed bidders are invited to submit a proposal in two parts - the Technical Proposal and the Financial Proposal sealed separately, as specified in the Data Sheet, for the assignment set out in the Data Sheet. **Late bids i.e. bids received after the specified date in the Data Sheet will not be considered.** The proposals submitted will be the basis for signing the Contract with the selected bidder.

The Bidders are required to familiarize themselves with the local conditions and take them into account while preparing their proposals. To obtain first-hand information on the assignment and local conditions, bidders are advised to attend a pre-bid conference as specified in the Data Sheet. Attending the pre-bid conference is optional. Bidders should contact **Invest India**’s representative named in the Data Sheet to obtain additional information on the pre-bid conference.

Bidders shall bear all costs in connection with the preparation and submission of their proposals, including but not limited to expenses associated with any demonstrations, representations or presentations which may be required by Invest India, attending pre-bid conference or any other costs incurred in connection with or relating to its proposal. Invest India shall not be liable in any manner whatsoever for any costs and expenses in connection with the submission of the proposal, regardless of the conduct or outcome of the selection process.

Invest India may ask for any additional information in respect of the proposals submitted at any time and the bidders shall provide the same within the timelines prescribed by Invest India in this regard.
2.2 Documents part of RFP

The RFP document for the project consists of the following sections:

Disclaimer
Section 1 - Letter of Invitation
Section 2 - This Instructions to Bidders (including Data Sheet)
Section 3 - Technical Proposal - Standard Forms
Section 4 - Financial Proposal - Standard Forms
Section 5 - Terms of Reference
Annexure 1- Format of Bank Guarantee

The prospective bidders are expected to examine all instructions, forms, terms, project requirements, and other information in the RFP documents. Failure to furnish all information as required in the RFP documents or submission of a proposal not substantially in accordance with the RFP documents in every respect will be at the prospective bidder’s risk and may result in rejection of the proposal.

All information supplied by the selected bidder shall be treated as contractually binding on the bidder after successful award of the assignment is made, on the basis of the information provided by the bidder. All proposals and accompanying documentation upon submission to Invest India, shall not be returned at any stage to any bidder.

2.3 Sub-Contracting

The bidder may use the services of a sub-contractor to leverage their specialized experience in respect of certain tasks/areas pertaining to the project, when deemed appropriate by Invest India and approved in writing, in accordance with the terms of the Contract entered into between the selected bidder and Invest India.

Any engagement of a sub-contractor by a selected bidder would be subject to the following conditions:

(a) All sub-contracting arrangements must adhere to the terms and conditions of the RFP and the Contract entered into between the selected bidder and Invest India.
(b) All sub-contracting contracts must be entered into by the bidder directly with the sub-contractor.

(c) The selected bidder shall be solely responsible for any and all acts or omissions of any sub-contractors engaged by it in relation to the performance of the Contract.

(d) Sub-contracting should not dilute the responsibility or liability of the bidder under this RFP or the Contract.

(e) Any changes in sub-contractors or terms and conditions on which a sub-contractor is engaged by the bidder shall be approved in writing by Invest India prior to conclusion of any contract between the bidder and the sub-contractor.

(f) Invest India retains the right to cause discontinuation of sub-contracting of activities under the project at any time during the Contract period.

2.4 Fraud / Corruption

Invest India requires that the bidders participating in the selection process adhere to the highest ethical standards, both during the selection process and throughout the execution of the Contract. In pursuance of this policy, Invest India defines, for the purpose of this paragraph, the terms set forth, as applicable to, Invest India and the bidders:

“corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value (whether in cash or kind) to influence the action of an official in the selection process or in Contract execution;

“fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a Contract and includes but is not limited to (1) a knowing misrepresentation of the truth or concealment of a material fact in order that another person may act to his detriment; (2) a suggestion as to a fact which is not true by one who does not believe it to be true or a false statement made without reasonable ground for believing it to be true; (3) an active concealment of a fact by a person having knowledge or belief of the fact; (4) a promise made without any intention of performing it; (5) a representation made in a reckless and careless manner whether it be true or false; (6) any such act or omission as any law specifically declares to be fraudulent;

“collusive practices” means a scheme or arrangement between two or more bidders with or without
the knowledge of **Invest India**, designed to establish prices at artificial, non-competitive levels;

“coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a Contract.

**Invest India** will reject a proposal for award if it comes to know that the bidder recommended for award has, directly or indirectly, including but not limited through an agent, engaged in a corrupt practice, fraudulent practice, collusive practice or coercive practice in competing for the bid and/or in securing award of Contract; and

**Invest India** will terminate the Contract, if already awarded and will declare the bidder ineligible, either indefinitely or for a stipulated period of time, to be awarded a Contract, if at any time it determines that the bidder has, directly or indirectly, including through an agent, engaged in a corrupt practice, fraudulent practice, collusive practice or coercive practice in competing for the bid, and/or in securing award of the Contract.

A successful bidder shall abide by the provisions prohibiting fraudulent practices, collusive practices, coercive practices and corrupt practices, as prescribed in the specific clauses in the General Conditions of Contract.

Bidders shall furnish a declaration in Form Tech-6 for not being ineligible on account of corrupt or fraudulent practices / blacklisted with any of the government authorities, departments or public sector units or local governments and set out therein information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and/or the Contract along with details of name and address of agents, amount and purpose.

**2.5 Only one Proposal**

Bidders will submit only 1 (one) proposal. If a bidder submits or participates in more than 1 (one) proposal, all such proposals shall be disqualified.

**2.6 Proposal Validity**

The Data Sheet indicates the duration for which bidders’ proposals must remain valid after the
submission date. During this period, the bidders shall ensure the availability of professional staff nominated in the proposal. Should the need arise, Invest India may request bidders to extend the validity period of their proposals for such period as Invest India may require and provide a confirmation of such extension to Invest India in writing. Bidders who agree to such extension shall confirm in writing that they maintain the availability of the professional staff nominated in the proposal, or submit details of the new staff in replacement, in the extension letter, which would be considered by Invest India in the final evaluation for Contract award.

2.7 Clarification and Amendment of RFP Documents

Bidders may request for clarifications on any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to Invest India’s address indicated in the Data Sheet. Invest India will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all bidders. Invest India reserves the right to issue clarifications.

Should Invest India deem it necessary to amend the RFP as a result of a clarification or otherwise, it shall do so in accordance with the following procedure:

At any time before the submission of proposals, Invest India may amend the RFP by issuing a corrigendum in writing or by standard electronic means.

The corrigendum may be sent to all bidders and will be binding on them. Publication of the corrigendum on the website of Invest India shall be deemed to be the receipt of the same by all bidders.

In order to give bidders reasonable time to examine an amendment and take the same into account while submitting their respective proposals, Invest India may, if the amendment is substantial, at its sole discretion extend the deadline for the submission of proposals by intimation on the website of Invest India.

Any corrigendum issued by Invest India shall be deemed to be incorporated into this RFP.
Pre-bid conference: Pre-bid conference will be held as specified in the Data Sheet for clarifying issues and doubts, if any, concerning the subject matter of the RFP prior to the last date of submission of the proposal. Inputs from the prospective bidders will also be sought, if considered necessary. Invest India shall have no obligation to accept any or all such inputs by the bidders and/or have them incorporated in the RFP or the Contract.

Invest India makes no representation or warranty as to the completeness or accuracy of any response provided to the queries raised or clarifications sought by bidders, nor does Invest India undertake to answer all the queries or clarifications that have been posed by the bidders to Invest India.

2.8 Preparation of Proposals

2.8.1 Language: The proposal as well as all related documents and correspondence exchanged by the bidders and Invest India, shall be written in the language (s) specified in the Data Sheet.

2.8.2 In preparing their proposal, bidders are expected to examine in detail all the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.8.3 All proposals submitted are binding on bidders in all aspects, including but not limited to committed resources, timelines, deliverables, quality, and cost. The bidder shall be responsible for all liabilities arising out of the inability to meet any commitments as per the proposal due to whatever reasons, including additional costs and any penalties thus incurred. Invest India will not be liable for any additional costs or any other consequences of the bidder being unable to meet commitments as per the proposal submitted.

2.8.4 The bid may be signed either by the Principal Officer of the bidder or its duly authorized representative, in which case the bid shall be accompanied by a certificate of authority. A bid, which does not fulfil this criterion, will be treated as non-est. and will be liable to be rejected.
2.9 Earnest Money Deposit ("EMD")

The Bidders must submit an EMD along with their bid as per the details set out in the Data Sheet.

Unsuccessful Bidder’s EMD will be discharged / refunded as promptly as possible, but not later than 30 (thirty) days after the final selection of a bidder.

The selected bidder’s EMD will be discharged only after the execution of the Contract with the selected bidder.

The EMD shall be forfeited:

a) If a bidder withdraws its bid during the period of bid validity set out under the Data Sheet; or

b) In case of a selected bidder, if the bidder fails to sign the Contract in accordance with the terms of this RFP; or

c) If a bidder fails to furnish the Performance Guarantee as required to be furnished at the time of signing the Contract; or

d) If a bidder fails to provide required information during the evaluation process or is found to be non-responsive.

Proposals not accompanied by EMD will not be considered for Technical and Financial evaluation and will be rejected forthwith.
### 2.10 Pre-Qualification

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Pre-Qualification Criteria</th>
<th>Supporting Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The bidder should be a Company registered in India under the Companies Act, 1956/2013 or a partnership registered under the Limited Liability Partnership Act 2008, having its registered office in India for the last 10 (ten) years as on 1&lt;sup&gt;st&lt;/sup&gt; January, 2020.</td>
<td>Certificate of Incorporation/Registration</td>
</tr>
<tr>
<td>2.</td>
<td>The turnover of the bidder shall be at least an average of INR 100 crores (Indian Rupees One Hundred Crores only) for last 3 (three) financial years as of March 31, 2020.</td>
<td>Audited/Certified Annual Financial Statements and Annual Reports for last 3 (three) financial year(s)</td>
</tr>
<tr>
<td>3.</td>
<td>The bidder should have a positive net worth for last 3 (three) financial years as of March 31, 2020.</td>
<td>Duly certified statement from the auditor for the last 3 (three) financial years</td>
</tr>
<tr>
<td></td>
<td>For the purpose of this criterion, net-worth of only the bidding entity will be considered. Net-Worth of any parent, subsidiary, associated or other related entity will not be considered.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>The bidder shall have not been declared ineligible on account of corrupt and fraudulent practices either indefinitely or for a particular period of time by any state/central government/public sector undertaking in India as on last date of submission of the bid.</td>
<td>Declaration in Form Tech-6</td>
</tr>
<tr>
<td>5.</td>
<td>The bidder shall have experience of working on IT projects that require large scale integration with external IT systems including working on Government (Ministries/Departments/Organizations) IT projects in the last 3 (three) years.</td>
<td>Work orders for experience cited</td>
</tr>
<tr>
<td>6.</td>
<td>The bidder should have at least 1,000 (one thousand) skilled full-time manpower specializing in executing various activities in the defined Scope of Work.</td>
<td>Certificate from the HR/head of the entity</td>
</tr>
</tbody>
</table>
2.11 Technical Proposal

Bidders are required to submit a Technical Proposal in original along with 2 (two) hard copies. Submission of the wrong type of Technical Proposal will result in the bid being deemed non-responsive. The Technical Proposal shall provide the information indicated below using the Standard Forms set out in Section 3 hereto. Letter of Proposal (Form TECH-1A)

a. Bidder’s Authorization Certificate (Form TECH-1B)

b. Bidder’s Details and Checklist (Form TECH-1C)

c. Details of Bidder’s Organization and Experience (Form TECH-2).

d. Comments and Suggestions on the Understanding of the Terms of Reference (Form TECH-3)

e. A Description of Approach and Methodology for Performing the Assignment/Job (Form TECH-4)

f. Information on Conflicting Activities and Wrong Declaration thereof, if any (Form TECH-5)

g. Declaration for not being ineligible on account of corrupt or fraudulent practices (Form TECH-6)

2.11.2 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information shall be declared non-responsive and hence such proposal shall not be considered for evaluation.
2.12 Financial Proposals

2.12.1 The bidder should submit the Financial Proposal as per the submission Form indicated in FORM FIN 1 (Section 4) in a separate sealed envelope.

2.12.2 The quotes provided under the Financial Proposal should be in Indian Rupees and should be exclusive of all taxes, as applicable.

2.12.3 The selected bidder shall not be permitted to charge any separate fee for utilizing or deploying any software/tools/licenses (VB, MS Office, JIRA etc.) obtained from any third party or any proprietary software in performance of the services under the project.

2.12.4 Location of the project is Delhi. No travel, lodging, food expenses will be borne by Invest India for resources of the selected bidder for travelling to Delhi/ NCR and the quoted rates in the bid should be blended off-site/ on-site resources. Invest India will not bear any other out-of-pocket expenses unless pre-approved by Invest India.

2.13 Conflict of Interest

2.13.1 Invest India’s policy requires that bidders should provide professional, objective, and impartial services and at all times hold Invest India’s interests paramount and strictly avoid conflicts with other assignments or their own corporate interests.

2.13.2 Bidders should not have any conflict of interest with any parties included in the bidding process.

2.13.3 Without limitation on the generality of the foregoing, bidders, which have any conflict of interest with Invest India either directly or indirectly including through its affiliates shall not be empanelled under any of the circumstances.

2.13.4 No bidder (including their personnel and sub-consultants) shall, upon empanelment, provide services in respect of any other third-party assignment, that conflicts with the assignments of Invest India under this project.

2.13.5 A bidder (including its personnel) that has a business or family relationship with a member of Invest India’s staff who is directly or indirectly involved in any part of
(i) the preparation of the RFP, (ii) the selection process for the assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to Invest India throughout the selection process and execution of the Contract.

2.13.6 Bidders have an obligation to disclose any actual or potential conflict that impacts their capacity to serve the best interest of Invest India, or that may reasonably be perceived as having this effect or otherwise is detrimental to the interests of Invest India. Failure to disclose the aforesaid information may lead to the disqualification of the bidder or the termination of the Contract of a selected bidder.

2.14 Ownership Rights

The SWS portal (including but not limited to the data held within), information, works of authorship, inventions, discoveries, improvements, methods, processes, formulas, techniques, technology, know-how, ideas, copyrights, source code, designs, architecture diagrams, licenses reports, presentations, and materials forming a part of or relating to the SWS portal, this RFP, and all intellectual property and proprietary rights pertaining to the aforesaid (excluding any third party intellectually property rights) and anything (a) that is conceived, discovered, developed or otherwise made by a selected bidder, solely or in collaboration with others, in the course of performing the assignment pursuant to the award of Contract under this RFP; or (b) that reflects or contains Invest India’s confidential information; or (c) that forms all or part of a deliverable to be provided by the selected bidder, whether developed as part of the assignment or separately (“Work Product”), will be the sole property of Invest India and Invest India shall have all the rights, title and interests in respect of the same, in accordance with the terms of the Contract. In no event can a selected bidder claim its control or any rights, title or interest over the SWS portal, its software, code, database, or any Work Product.

2.15 Negotiations

2.15.1 Invest India reserves the right to negotiate the Financial Proposal submitted by a bidder in accordance with the General Financial Rules and the process set out thereunder.
2.16 Performance security in the form of Bank Guarantee

2.16.1 For the due performance of the assignment in accordance with the terms and conditions specified in the RFP and the Contract, the selected bidder shall, within 30 (thirty) days from the issue of the Letter of Award (“LOA”), furnish to Invest India a performance security in the form of an irrevocable Bank Guarantee for an amount equal to 10% (ten percent) of the estimated annual cost of the entire assignment in the Financial Proposal (“Bank Guarantee”). This Bank Guarantee will be released after successful completion of the assignment in accordance with the terms of the Contract.

2.16.2 The Bank Guarantee(s) shall be in favour of Invest India, issued by the State Bank of India or any nationalized or scheduled Indian Bank, approved by the Reserve Bank of India and acceptable to Invest India. The Bank Guarantee shall be on the Proforma as per the format set out in Annexure 1 hereto.

2.16.3 It is expressly understood and agreed that subject to the terms of the Contract entered with the selected bidder, the Bank Guarantee is intended to secure performance of the entire Contract. Invest India shall invoke the Bank Guarantee in case the selected bidder fails to discharge any of its contractual obligations in accordance with the terms of the Contract. Provided that, it is expressly understood and agreed that the Bank Guarantee shall not cover all the damages and losses that Invest India may suffer due to the selected bidder’s failure to perform any obligations under the Contract or any acts or omissions of the selected bidder in performance of the Contract and same shall be governed by the terms of the Contract.

2.16.4 Should the assignment period and the Contract for whatever reason be extended, the bidder, shall at his own cost, get the validity period of Bank Guarantee furnished by him extended and shall furnish the extended / revised Bank Guarantee to Invest India before the expiry date of the Bank Guarantee originally furnished.

2.17 Confidentiality

2.17.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the other bidders who have submitted the proposals
pursuant to the RFP or to other persons not officially concerned with the proposal evaluation process or the RFP. The unauthorized use or disclosure by any bidder of confidential information related to this project including but not limited to the processes involved in relation thereto, may result in rejection of its proposal and adversely affect its future prospects with Invest India.

2.18 Authorization of signatory:

2.18.1 The bid may be signed either by the principal officer of the bidder or its duly authorized representative, and the proposal shall be submitted with a certificate of authority in the form of a written power of attorney in FORM Tech-1B accompanying the proposal, declaring that the signatory has been duly authorized to sign the bid proposal by and on behalf of the bidder. The original bid proposal including the Technical Proposal and the Financial Proposal shall be signed by the said authorized signatory along with initials on each page. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall be furnished and signed by the authorized signatory of the bidder.

2.19 Submission, Receipt, and Opening of Proposals

2.19.1 The original proposal (Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct clerical/typographical errors made by the bidders. The authorized signatory must initial such corrections. Submission letters for both Technical and Financial Proposals should be in the format of TECH-1 of Section 3, and FIN-1 of Section 4, respectively. The signed Technical and Financial Proposals shall be marked “ORIGINAL”.

2.19.2 The proposal shall be submitted in sealed envelopes in the following manner:

a. **Envelope 1:**
   i. Demand Draft for EMD
   ii. Technical Proposal along with Pre-qualification Proposal and documents in support thereof

b. **Envelope 2:** Financial Proposal
c. **Envelope 3**: Both the above envelopes (1 and 2) should be placed in envelope 3

2.19.3 Details of the contents of the envelopes are given in the following table:

<table>
<thead>
<tr>
<th>Envelope 1: EMD, &amp; Technical Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>• The Bidder must submit an <strong>EMD</strong> in accordance with the manner set out in the Data Sheet.</td>
</tr>
<tr>
<td>• The <strong>Technical Proposal</strong> along with the Pre-Qualification Proposal and documents in support thereof shall be submitted in hard copy (1 (one) original and 2 (two) copies). The Technical Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. The words “Technical Proposal–Single Window System” shall be written on the hard copies. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original shall prevail.</td>
</tr>
<tr>
<td>• The hard copies of all of the aforesaid shall be put in the envelope, which shall be sealed and super scribed “<strong>Pre-Qualification &amp; Technical Proposal–Single Window System</strong>”. This envelope <strong>should not</strong> contain the Financial Proposal, in either explicit or implicit form, in which case the bid will be rejected.</td>
</tr>
</tbody>
</table>
### Envelope 2: Financial Proposal

- The **Financial Proposal** shall be submitted in hard copy only, including (1 one) original and 2 (two) copies. No CD/ Pen drive shall be submitted. The Financial Proposal shall be marked “ORIGINAL” or “COPY” as appropriate.

- The words “Financial bid – Single Window System” shall be written on the hard copies. The hard copies 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 “Financial bid – Single Window System (Not to be opened with the Technical Proposal)”

Note: Unsigned hard copies of the Financial Proposal will lead to rejection of the bid.

### Envelope 3

- Both Envelope 1 and Envelope 2 should be put in Envelope 3 which shall be properly sealed.

- The outside of the envelope must clearly indicate the name of the project i.e. “Proposal for Single Window System”.

- This outer envelope shall bear the submission address and reference number (both as mentioned in the Data Sheet) and be clearly marked “DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED”

- The outer envelope should contain the contact details of the POC of the bidder.

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2.19.4 **Invest India** shall not be responsible for misplacement, loss or premature opening of the bid if the outer envelope is not sealed and/or marked as stipulated and may lead to proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute a ground for declaring the whole proposal non-responsive.
2.19.5 The proposals must be sent to the address/addresses indicated in the Data Sheet and received not later than the time and the date indicated in the Data Sheet (except if the said date or time is extended by Invest India by intimation in writing). Any proposal received after the deadline for submission shall be returned unopened against acknowledgement or Registered AD post/courier.

Technical Proposal shall be opened immediately after the deadline for its submission is over. The envelope with the Financial Proposal shall remain sealed and securely stored and shall be opened only upon completion of the Technical Proposal evaluation in accordance with the timelines set out below.
## 2.20 Important Dates

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issue Date</td>
<td>21&lt;sup&gt;st&lt;/sup&gt; July 2020</td>
</tr>
<tr>
<td>Intimation of interest to participate in the bid</td>
<td>1&lt;sup&gt;st&lt;/sup&gt; August, 2020</td>
</tr>
<tr>
<td>Last Date for Query Submission</td>
<td>2&lt;sup&gt;nd&lt;/sup&gt; August, 2020</td>
</tr>
<tr>
<td>Pre-Bid Meeting</td>
<td>5&lt;sup&gt;th&lt;/sup&gt; August, 2020</td>
</tr>
<tr>
<td>Last Date for Bid Submission</td>
<td>21&lt;sup&gt;st&lt;/sup&gt; August 2020</td>
</tr>
<tr>
<td>Pre-Qualification &amp; Technical Bid Opening</td>
<td>24&lt;sup&gt;th&lt;/sup&gt; August 2020</td>
</tr>
<tr>
<td>Technical Solution Presentation &amp; Evaluation</td>
<td>25&lt;sup&gt;th&lt;/sup&gt; August 2020 onwards</td>
</tr>
<tr>
<td>Financial Bid Evaluation</td>
<td>28&lt;sup&gt;th&lt;/sup&gt; August 2020</td>
</tr>
</tbody>
</table>
2.21 Proposal Evaluation

From the time the proposals are opened and up to the time the Contract is awarded, the bidders shall not contact Invest India on any matter related to its Technical and/or Financial Proposal, except in accordance with the terms of the RFP. Any effort by bidder to influence Invest India or any of its personnel in the examination, evaluation, ranking of proposals, canvassing in any form or recommendation for award of Contract, may result in the rejection of the bidder’s proposal altogether.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded. The Financial Proposals will be opened by the evaluation committee only in front of the representatives of all the bidders at the specified timeslot.

2.22 Evaluation of Technical Proposals

Technical Proposals, which are not in compliance with any of the provisions of the RFP, will not be evaluated.

The evaluation committee shall evaluate the Technical Proposals only for those bidders who satisfy the pre-qualification criteria as referred in the Data Sheet and other terms and conditions in relation to the submission of the Technical Proposal. The Technical Proposals will be evaluated on the basis of their responses to the Terms of Reference, applying the evaluation criteria, and point system specified in the Data Sheet. Evaluations will be based on documentary evidence submitted by the bidder with respect to pre-qualification / evaluation / selection criteria. Each responsive proposal will be given a technical score. A proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet. The Technical Proposals, which are unsigned or incomplete shall not be evaluated.

The proposal shall be rejected if the bidder does not fulfill the eligibility criteria or the validity period of the proposal.

During the process of evaluation of the Technical Proposal, the bidder will be required to make presentation on its Proposal covering experience including but not limited to technology stack
and how it fulfils the functionalities described in the Statement of Work, implementation methodology, team composition and activity schedule. The date and time of the presentation will be intimated to the bidder individually.

2.23 Public Opening and Evaluation of Financial Proposals

After the Technical Proposal evaluation is complete, the bidders shall be informed in writing about the time and location for opening the Financial Proposals. Bidder’s attendance at the opening of Financial Proposals is mandatory and shall be recorded and signed by all present.

Financial Proposals shall be opened publicly in the presence of the bidder’s authorized representatives, who choose to attend. In the event the bidder’s authorized representative is not present at the time of opening of the Financial Proposals, such bidder shall be deemed non-responsive and its Financial Proposal shall not be evaluated at all. The name of the bidders whose Technical Proposal is found responsive (i.e. meeting the identified benchmarks set out under the RFP) shall be read out. The Financial Proposal of the bidders who meet the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. The Financial Proposals of the bidders who meet the technical qualifying mark as indicated in the Data Sheet shall be then opened, and the prices and other relevant terms shall be read aloud and recorded.

2.24 Combined Evaluation

Based on the combined evaluation criteria in item no.22 of the Data Sheet, the combined score shall be obtained by weighing the technical and financial scores in the ratio of 70:30 and adding them up. Invest India may choose either 1 (one) or more of the bidders securing the highest combined marks for award of the Contract.

Example:

As an example, the following procedure will be followed. The minimum qualifying marks for technical qualifications is 100 points out of 150 points and the weightage of the technical bids and financial bids is kept as 70:30. If in response to the RFP, 3 (three) proposals, A, B & C are received. The total average marks awarded by the technical evaluation committee are 115, 120, and 125 marks, respectively. The minimum qualifying marks are 100. All the 3 Technical Proposals are,
therefore, found technically suitable and their Financial Proposals will be opened after notifying the date and time of bid opening to the successful participants. If the evaluation committee examines the Financial Proposals and the quoted total bid values are as under:

Financial Proposal Total Bid Value:

A: INR 120 (Indian Rupees One Hundred Twenty only)

B: INR 100 (Indian Rupees One Hundred only)

C: INR 110 (Indian Rupees One Hundred Ten only)

Using the formula LTBV / TBV, where LTBV stands for Lowest Total Bid Value and TBV stands for Total Bid Value, the committee will give them the following points for Financial Proposals:

A: (100 / 120) * 100 = 83 points

B: (100 / 100) * 100 = 100 points

C: (100 / 110) * 100 = 91 points

Normalization of Technical Score on a scale of 100

A: (115/150) *100 = 76.67 Points

B: (120/150) *100 = 80 Points

C: (125/150) *100 = 83.30 Points

In the combined evaluation, thereafter, the evaluation committee will calculate the combined technical and financial score as under:

Proposal A: 76.67x0.70 + 83x0.30 = 78.57 points

Proposal B: 80x0.70 + 100x0.30 = 86 points

Proposal C: 83.30x0.70 + 91x0.30 = 85.61 points
The 3 (three) proposals in the combined technical and financial evaluation will be ranked as under:

Proposal A: H3
Proposal B: H1
Proposal C: H2

2.25 Taxes

The bidder shall exclude in bid price all local taxes and duties as applicable on amounts payable by the Invest India under the Contract. All taxes, duties and other impositions as applicable in India shall always be deemed to be excluded in the Financial Proposal. Taxes shall be billed at prevailing Government rate in accordance with applicable laws.

Bid/Contract price shall remain fixed for the entire Contract period.

2.26 Award of Contract

The bidder securing the highest combined score under the Technical Proposal evaluation and Financial Proposal evaluation will be considered for award of Contract. Invest India may choose either 1 (one) or more of the bidders securing the highest combined marks for award of the Contract. Distribution of work among 1 (one) or more than 1 bidders will be at the sole discretion of Invest India.

Invest India shall award the Contract to the selected bidder by issue of the LOA and notify all bidders who have submitted proposals, after the award is accepted by the selected bidder.

The selected bidder is expected to sign the Contract with Invest India within the period stipulated in the LOA and commence the assignment on the date and at the location specified in the LOA.

If the selected bidder does not sign the Contract within the period stipulated under the LOA or does not submit the Bank Guarantee within the prescribed timelines under this RFP, the LOA issued to the selected bidder may be cancelled and the bidder securing the next higher combined
marks will be considered for award of Contract.

Invest India may at any time, by a written order given to the bidder, make changes within the quantities, specifications, services or scope of the Contract as specified. If any such change causes an increase or decrease in the cost of, or the time required for the bidder’s performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract price or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the bidder for adjustment under this Clause must be asserted within 30 (thirty) days from the date of the bidder’s receipt of the Invest India’s change order.
SECTION 3: TECHNICAL PROPOSAL-
STANDARD FORMS
(On Bidder’s Letterhead)

Form Tech 1A: Letter of Proposal Submission

[Location, Date]

To

Aditya Sharma
Invest India,
Vigyan Bhawan Annexe
Maulana Azad Road, New Delhi -110001.

Subject: Response to Request for Proposal dated [insert date] for selection of service provider for development, implementation, operation and maintenance of the Single Window System (the “RFP”) – Technical Proposal

Dear Sir,

1. We, the undersigned, offer to provide the complete solutions for the development, implementation, operation and maintenance of Single Window System (Single Window System) in accordance with your RFP dated [Insert Date]. We are hereby submitting our Technical Proposal in accordance with clause [2.11] of Section 2 sealed under a separate envelope, as directed under the RFP.

2. We undertake the total responsibility for performance of the Contract, if awarded to us.

3. We hereby declare that all the information and statements made in our proposal are complete, true and correct in every detail and accept that any misrepresentation contained in it may lead to our disqualification from the bid.

4. We authorize Invest India or its authorized representatives to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of the proposal. On verification, at any time in the future if it is found that information furnished with this proposal and statements made therein are not true, incomplete or incorrect, we hereby authorize Invest India to reject our bid proposal.

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

6. We agree to an unconditional acceptance of all the terms and conditions set out in the RFP. We further agree to abide by this proposal till the proposal validity date specified in the Data Sheet provided in the RFP and it shall remain binding upon us with full force and
effect till such date. We hereby agree and acknowledge that in the event we are awarded the bid, till a formal Contract is executed between us and Invest India, RFP, this proposal, together with the LOA, shall constitute a binding contract between us and Invest India.

7. We hereby undertake that we have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the Prevention of Corruption Act, 1988, in connection with the bid.

8. We understand that Invest India is not bound to accept any proposal it receives pursuant to the RFP, from any bidder and is entitled to reject any proposal without assigning any reason.

9. Our authorized signatory is entitled to act on behalf of our company/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in connection with our proposal. A power of attorney issued by us to such Attorney as per Form TECH-1B, is enclosed.

Yours faithfully,

For and on behalf of: [Name of Bidder]

Name and Title of Authorised Signatory:

Seal:

Address:
Form Tech 1B: Bidder’s Authorization Certificate/Power of Attorney

*NB: Authorization in form of Power of Attorney is required on a non-judicial Stamp Paper.
[On the letterhead of the bidder]

[Location, Date]

To,
Invest India,
Vigyan Bhawan Annexe,
Maulana Azad Road, New Delhi 110011

We, <Bidder’s Name>, having our registered address at ____________________________, hereby constitute, appoint and authorize ____________ who is presently employed with us and holding the position of [to be inserted] as our authorized attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to the proposal submitted by us in response to Request for Proposal issued by Invest India bearing <Reference No. & Date> __________________, for selection of service provider for development, implementation, operation and maintenance of the Single Window System (Single Window System), including signing and submission of the proposal, participating in meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Invest India, until completion of the process of bidding till the Contract is entered into with Invest India and thereafter till the expiry of the Contract.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Thanking you,
For and on behalf of [insert name of bidder]

Name of Authorized Signatory:
Signature: ____________________________

Seal of bidder
Form Tech 1C: Bidder Details and Checklist

<table>
<thead>
<tr>
<th></th>
<th>Organization Information</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Organization Name</td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>Address</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Phone number</td>
<td></td>
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<tr>
<td></td>
<td>Email</td>
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<td></td>
<td>Fax</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Website</td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>Authorized representative/signatory</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Name</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Designation</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mobile Number</td>
<td></td>
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<td></td>
<td>Email</td>
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<td></td>
<td>Fax</td>
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<tr>
<td>1.4</td>
<td>Project Leader</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Name</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Designation</td>
<td></td>
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<tr>
<td></td>
<td>Mobile Number</td>
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<td></td>
<td>Email</td>
<td></td>
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<tr>
<td></td>
<td>Fax</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Pre-Qualification Criteria and Supporting Documents</td>
<td>Compliance</td>
</tr>
<tr>
<td>---</td>
<td>---------------------------------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>2.1</td>
<td>Are you a company registered in India under the Companies Act, 1956/2013 or a partnership registered under the Limited Liability Partnership Act 2008, having its registered office in India for the last 10 (ten) years as on 1st January 2020?</td>
<td>X / √</td>
</tr>
<tr>
<td></td>
<td>Attach Incorporation/ Registration Certificate or any other supporting document.</td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td>Is your turnover at least an average of INR 100 crores (Indian Rupees One Hundred Crores only) for last 3 (three) financial years as of March 31, 2020?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Audited/Certified Annual Financial Statements and Annual Reports for last 3 (three) financial year(s)</td>
<td></td>
</tr>
<tr>
<td>2.3</td>
<td>Do you have a positive net worth for last 3 (three) financial years as of March 31, 2020?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Duly certified statement from the auditor for the last 3 (three) financial years</td>
<td></td>
</tr>
<tr>
<td>2.4</td>
<td>Have you attached the Rs.10,00,000 (Indian Rupees Ten Lakh only) Demand Draft for EMD?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Demand draft for EMD</td>
<td></td>
</tr>
<tr>
<td>2.5</td>
<td>Do you have experience of working on IT projects that require large scale integration with external IT systems including Government (Ministries/ Departments/ Organizations) IT projects in the last 3 (three) years?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Work orders for experience cited</td>
<td></td>
</tr>
<tr>
<td>2.6</td>
<td>Do you have at least 1,000 (one thousand) skilled manpower specializing in executing various activities in the defined Scope of Work?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Certificate from the HR/head of the entity</td>
<td></td>
</tr>
</tbody>
</table>
Documentary proof is essential without which the proposal will be rejected. Technical and financial evaluation will be done only for the bidders satisfying the above criteria.

<table>
<thead>
<tr>
<th>TECH FORMS</th>
<th>FORM NAME</th>
<th>X / √</th>
<th>Mention list of all supporting documents attached (if any)</th>
</tr>
</thead>
<tbody>
<tr>
<td>TECH-1</td>
<td>Letter of proposal submission</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TECH-2</td>
<td>Bidder’s organization and experience</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(A). Bidder’s organization</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(B). Bidder’s experience</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TECH-3</td>
<td>Comments or suggestions on the Terms of Reference</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TECH-4</td>
<td>Description of the approach and methodology for performing the assignments/jobs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TECH-5</td>
<td>Information regarding conflicting activities and wrong declaration thereof</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TECH-6</td>
<td>Declaration for not being ineligible on account of corrupt or fraudulent practices</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Form Tech 2: Bidder’s Organization and Experience

(A) - Bidder’s Organization

[Provide here a brief description of the background and organization details of your organization/entity and each associate for this assignment. The brief description should include ownership details, date and place of incorporation/ registration of the organization, objectives of the organization etc.]

Attach Incorporation/ Registration Certificate, Audited Account Sheets/ P&L Sheets as set out under the pre-qualification criteria]

(B) - Bidder’s Experience

Using the format below, please provide information on each assignment/job for which your organization, had legally contracted either individually as a corporate entity or as one of the major partners within an association, or as a partner in a consortium, for carrying out assignment/job similar to the ones requested under this assignment/job (exact assignment / job details may be submitted). Please note that assignments completed by individual professional staff working privately or through other third party entities shall not be claimed as the experience of the bidder, or that of the bidder’s associates, but may be claimed by the professional staff themselves in their CVs submitted hereunder. Further, bidders should provide 2-3 references in relation to the past experience of similar assignments so that Invest India can substantiate the claimed experience.
<table>
<thead>
<tr>
<th>Assignment Name:</th>
<th>Country:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Location within Country:</th>
<th>Key professional staff Provided by Your Firm / entity(profiles):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Client:</th>
<th>No. of Staff:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address:</th>
<th>No. of Staff-Months; duration of assignment:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Start Date (Month/Year):</th>
<th>Completion Date (Month/Year):</th>
<th>Approx. Value of Services (in INR):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Associated Consultants, if any:</th>
<th>No. of Months of Key professional staff provided by Associated Consultants:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:</th>
</tr>
</thead>
<tbody>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Narrative Description of Project:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Description of Actual Services Provided:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

Note:  Please provide documentary evidence i.e. copy of work order, contract for each of above-mentioned assignment. The experience shall not be considered for evaluation, if such requisite support documents are not provided with the proposal.
Form Tech 3: Comments and Suggestions on the understanding of the Terms of Reference

Suggest and justify here any modifications or improvement to the Terms of Reference, which shall improve performance in carrying out the assignment/job (for example, deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point and incorporated in your proposal *inter-alia* indicating the charges/amounts for proposed additions/deletions.

However, **Invest India** is not bound to accept any/all suggestions proposed and may reject any such suggestion submitted hereunder without providing any reasoning for the same.

The bidder should not make/suggest any deviation from the Terms of Reference which reduces the scope of work. The bidder should focus on the proposed technology stack, how it fulfils the requirements of the scope of work, and can also propose additional functionalities and modules over and above the ones detailed in the Terms of Reference. If the bidder proposes to deviate from the architecture or technologies specified in the scope of work, then the bidder should provide proper justification for the same and Invest India shall have the sole discretion to accept or reject such deviation.
Form Tech 4: Description of Approach and Methodology for Performing the Assignment/Job

[Technical approach and methodology are key components of the Technical Proposal].

You are suggested to present your Technical Proposal covering the following indicative topics/sections/points:

1. Proposed implementation approach
   a. Proposed SDLC approach and methodology with details of each stage
   b. Proposed solution design including architecture and technology stack
   c. Proposed architectural design and solution/approach for each component mentioned in the Statement of Work
   d. Integration Approach and Methodology
   e. Proposed Infrastructure Architecture as per the guidelines mentioned in Section 5: Terms of Reference
   f. Information Security Principle and Approach
   g. Quality Assurance & Testing Methodologies and Principles
   h. Work breakdown, activities, and effort estimates
   i. Timelines, milestones, and deliverables
   j. Staffing proposal - team structure, skillset, experience
   k. Product maintenance and support
2. Proposed project management approach
   a. Engagement governance and stakeholder management
   b. Roles and responsibilities
   c. Reporting and review
   d. Performance evaluation metrics
   e. Quality assurance process
   f. Deliverable acceptance criteria
   g. Risks, dependencies, and Issues management
   h. Change management process
   i. Project management documentation, recordkeeping and tools used
3. Guiding principles and assumptions made
4. Risks and suggested mitigations
Form Tech 5: Information regarding Conflicting Activities and Wrong Declaration thereof

Are there any activities carried out by your organization which are of conflicting nature with the project envisaged under this RFP or Invest India. If yes, please furnish details of the same. If no, please certify as under:

[Location, Date]

To,

Invest India,

Vigyan Bhawan Annexe,

Maulana Azad Road, New Delhi 110011

We hereby declare that our organization, our associate / group organization have not indulged in any such activities which can be termed as the conflicting activities with the project envisaged under this RFP or with Invest India. We also acknowledge that in case of misrepresentation of the information, our proposals / Contract shall be rejected / terminated by Invest India, without any liability or compensation towards us, which decision shall be binding on us.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Organization:

Address:
Form Tech-6 Declaration for not being ineligible on account of corrupt or fraudulent practices

(On Bidder’s letterhead)

[Location, Date]

To

Invest India,

Vigyan Bhawan Annexe,

Maulana Azad Road, New Delhi 110011

Subject: Declaration for not being ineligible on account of corrupt practice, fraudulent practice, collusive practices, or coercive practices or declaration of information in respect of the commissions and gratuities, paid or to be paid to agents relating to the proposal submitted pursuant to the Request for Proposal dated [insert date] issued by Invest India for Selection of Service Provider for Development, Implementation, Operation and Maintenance of the Single Window System (“RFP”)

Dear Sir,

In response to the RFP, I/We hereby declare that our organization is not ineligible for participating in this RFP on account of being charged or held guilty for directly or through an agent, engaging in a corrupt practice, fraudulent practice, collusive practices, or coercive practices (as defined in the RFP) under any law for the time being in force, in competing for the RFP.

We further declare that our organisation has not been declared ineligible on account of corrupt practice, fraudulent practice, collusive practices, or coercive practices either indefinitely or for a particular period of time under any law for the time being in force, by any State/ Central Government / Public Sector Undertaking / autonomous body on the date of bid submission.

We disclose and declare the following information in respect of the commissions and gratuities, paid or to be paid to agents relating to our Proposal (if applicable):
<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Agent</th>
<th>Address of Agent</th>
<th>Amount</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>[●]</td>
<td>[●]</td>
<td>[●]</td>
<td>[●]</td>
</tr>
<tr>
<td>2.</td>
<td>[●]</td>
<td>[●]</td>
<td>[●]</td>
<td>[●]</td>
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</tbody>
</table>

If this declaration or any information provided herein is found to be false, incorrect, incomplete or misleading then without prejudice to any other action that may be taken against our organisation, our EMD/Performance Guarantee may be forfeited in full and the proposal may be rejected forthwith and Invest India is entitled to blacklist our organisation from participating in any of its projects in the future.

Yours faithfully,

Authorized Signatory [In full and Designation]:

Name and Title of Signatory:

Name of Bidder:

Address:
SECTION 4: FINANCIAL PROPOSAL-
STANDARD FORMS
Form Fin-1 Financial Proposal Submission Form

[Location, Date]

To: Invest India,

Vigyan Bhawan Annexe,

Maulana Azad Road, New Delhi 110011

Subject: Response to Request for Proposal dated [insert date] for selection of service provider for development, implementation, operation and maintenance of the Single Window System ("RFP") – Financial Proposal

Dear Sir,

1. We, the undersigned, offer to provide the complete solution for the development, implementation, operation and maintenance of Single Window System (Single Window System) in accordance with your RFP dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal (Annexure-1 hereto) (in one sealed envelope) is for the sum of [INR Insert amount(s) in words and figures], and in accordance with Clause [2.12] of Section 2. This amount is exclusive of all taxes. We hereby confirm that the Financial Proposal is unconditional, and we acknowledge that any condition attached to Financial Proposal shall result in rejection of our Financial Proposal.

2. We declare that our proposal price is for the entire scope of the work as specified in the Terms of Reference and the RFP. Subject to the terms of the RFP, the price quoted will remain constant during the Contract period, if awarded to us.

3. We undertake the total responsibility for performance of the Contract, if awarded to us.

4. We hereby declare that all the information and statements made in our proposal are complete, true and correct in every detail and accept that any misrepresentation contained in it may lead to our disqualification from the bid.

5. We authorize Invest India or its authorized representatives to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of the proposal. On verification at any time in the future if it is found that information furnished with this proposal and statements made therein are not true, incomplete or incorrect, we hereby authorize Invest India to reject our bid proposal.
6. We confirm having submitted the relevant information as required by Invest India in the RFP. In case you require any other further information / documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

7. We agree for unconditional acceptance of all the terms and conditions set out in the RFP. Our Financial Proposal shall be binding upon us up to expiration of the validity period of the proposal as set out in the Data Sheet provided in the RFP. We hereby agree and acknowledge that in the event we are awarded the bid, till a formal Contract is executed between us and Invest India, the RFP, this proposal, together with the LOA, shall constitute a binding contract between us and Invest India.

8. We hereby undertake that we have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the Prevention of Corruption Act, 1988, in connection with the bid.

9. We understand that you are not bound to accept any proposal you receive pursuant to the RFP, from any bidder and are entitled to reject any proposal without assigning any reason.

10. Our authorized signatory is entitled to act on behalf of our company/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in connection with our proposal.

Yours sincerely,
For and on behalf of: [Name of Bidder]
Authorized Signature [In full and initials]:
Name and Title of Signatory:
Address:
Seal:
### Annexure-1 to Form Fin-1

#### Financial Bid Form

<table>
<thead>
<tr>
<th>Skill Set</th>
<th>Minimum Work Experience</th>
<th>FTE Rates in INR/ Month (Excl. Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>15 Years</td>
<td></td>
</tr>
<tr>
<td>Solution Architect</td>
<td>10 Years</td>
<td></td>
</tr>
<tr>
<td>Database Admin/ System Admin</td>
<td>8 Years</td>
<td></td>
</tr>
<tr>
<td>UI/UX Senior Designer</td>
<td>8 Years</td>
<td></td>
</tr>
<tr>
<td>UI/UX Designer</td>
<td>5 Years</td>
<td></td>
</tr>
<tr>
<td>Business Analyst</td>
<td>8 Years</td>
<td></td>
</tr>
<tr>
<td>Junior Developers*</td>
<td>3 Years</td>
<td></td>
</tr>
<tr>
<td>Senior Developers*</td>
<td>6 Years</td>
<td></td>
</tr>
<tr>
<td>Quality Engineers</td>
<td>3 Years</td>
<td></td>
</tr>
<tr>
<td>DevOps Engineer</td>
<td>5 Years</td>
<td></td>
</tr>
<tr>
<td>Support Engineers (L1/L2)</td>
<td>3 Years</td>
<td></td>
</tr>
<tr>
<td>Support Engineers (L3)</td>
<td>6 Years</td>
<td></td>
</tr>
<tr>
<td>Data Analyst/ Engineer</td>
<td>5 Years</td>
<td></td>
</tr>
<tr>
<td><strong>Total Financial Bid Quotation</strong></td>
<td></td>
<td><strong>XXXX</strong></td>
</tr>
</tbody>
</table>

*Developers Includes – Front-End, Back-End developers, Database Developers, Infrastructure Developers etc.

- In case there is a requirement of any other resource or specialized skill-set not mentioned in the table above, then the FTE rates for the same shall be mutually decided between the selected bidder and Invest India keeping the above table as reference point.
- FTE rates mentioned by the bidder should be exclusive of taxes.
- Taxes shall be billed at prevailing Government rate in accordance with applicable laws.
• Location of the project is Delhi. No travel, lodging, food expenses will be borne by Invest India for resources of the selected bidder travelling to Delhi/ NCR and the quoted rates in the bid should be blended off-site/ on-site resources. Invest India will not bear any other out-of-pocket expenses unless pre-approved by Invest India.

• The selected bidder shall not be permitted to charge any separate fee for utilizing or deploying any software/tools/licenses (VB, MS Office, JIRA etc.) obtained from any third party or any proprietary software in performance of the services under the project.

Signature of the Authorized Signatory

Place: 
Name: 
Date: 
Designation: 
Name & Address of the Bidder:
SECTION 5: TERMS OF REFERENCE
5.1 INTRODUCTION

5.1.1 Background

Invest India is a not-for-profit joint venture between the Department for Promotion of Industries and Internal Trade (DPIIT), Ministry of Commerce & Industry, State Governments, and Industry associations. Operationalized in early 2010, Invest India has been set up as the dedicated Investment Promotion Agency (IPA) for attracting investments into the country in a structured, focused and comprehensive manner. Invest India serves as the first point of reference for investors considering a location, industry or partner in India. Investment promotion and facilitation constitute our core mandate.

The Government of India (GOI) has been making efforts on several fronts to improve the investment climate in the country by simplifying the approach and procedures for grant of approvals, by reducing the delays, by reengineering the regulatory processes prescribed under various legislations etc. As a result, India has improved its global EODB rankings considerably. The improvements are a result of multiple digital and e-governance initiatives undertaken for obtaining various licenses/ approvals at the time of starting a business, and maintaining ongoing compliances.

Despite commendable efforts from the several States and Central Departments of GOI to implement Single Window digital platforms to apply for approvals, the overall experience of an investor/entrepreneur to obtain and comply with regulatory requirements is highly asymmetrical and is opportune to build a **Single Window System at a national level**. Single Window as a concept has been discussed for many years to ease the process of applying regulatory approvals and compliance at a single location (physical or digital) and at the same time minimize uncertainty associated with the time it takes to obtain required regulatory clearances and in-turn reduce the overall risk of starting business in India. The Single Window System will target investors of all sectors, scale and size both foreign and domestic.

Against the above background, Department for Promotion of Industry and Internal Trade (DPIIT), GOI has been pursuing SWS project with the primary objective to create a one-stop-shop of
convenient and efficient online G2B services to the business community, by reducing the complexity in obtaining information and services related to starting businesses in India, and dealing with various licenses and permits.

5.1.2 Objectives

The following objectives are identified for the SWS portal:

1. To provide efficient, convenient, transparent, and integrated electronic service to investors, industries and businesses.
2. To establish a single window mechanism integrating the services provided by various central government ministries and departments.
3. To provide one-stop-shop for procuring licenses, approvals and permits required to establish a business in India – up to pre operation phase.
4. To provide a uniform and seamless experience to the business user.

The proposed SWS project seeks to minimize, to a large extent, lack of single source of information and procedural bottlenecks. The aim is to facilitate the creation of healthy investment climate by way of creation of a mechanism for smooth and hassle-free Business-to-Government interface. The SWS project would be a step in the direction of resolving the issues currently faced by the investor & business community through an electronic interface for industry, with the GOI.
5.1.3 Key Stakeholders

<table>
<thead>
<tr>
<th>Project Stakeholder</th>
<th>Role of the Stakeholder</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evaluation Committee</td>
<td>Governing body and decision making</td>
</tr>
<tr>
<td>Department for Promotion of Industry and Internal Trade (DPIIT)</td>
<td>DPIIT under M/o Commerce &amp; Industry is the sponsor of the SWS and will be the owner of the project. DPIIT would be responsible for providing the necessary approvals and support required from different Ministries and Department of Government of India for the project.</td>
</tr>
<tr>
<td>Invest India</td>
<td>Invest India is the project management and implementation agency for the SWS project. It will be responsible for establishing the governance structure to create the suitable policy and technology environments, a business model and the awareness essential for expansion of the SWS platform. Invest India will act as an end-to-end project management and coordinating agency under the guidance of DPIIT.</td>
</tr>
<tr>
<td>Central Ministries &amp; Departments</td>
<td>The central ministries and departments will provide necessary information regarding their respective license, permits &amp; approval processes. The approval processes that are currently followed by the ministries/ departments shall remain as it is, and the same role will be followed post successful implementation of SWS. The departments will also be responsible for providing approvals and the required support for integrating their existing IT systems with SWS portal.</td>
</tr>
<tr>
<td>National Informatics Centre (NIC)</td>
<td>NIC would also be responsible for providing the necessary support while integrating the SWS portal with the existing IT systems as required under the guidance of respective ministries.</td>
</tr>
<tr>
<td>SWS Service Provider</td>
<td>The selected service provider shall be responsible for design, development, implementation, and maintenance of SWS solution</td>
</tr>
</tbody>
</table>
platform for the period as specified in the Contract entered into between Invest India and the selected service provider.

| Business users / investor | The SWS platform is aimed at providing the services to the business users who are the major stakeholders in the project. They are the actual end-users of the platform that would be applying for various approvals/ licenses/ permits for carrying out business activities in India through this portal. Business users shall on a continuous basis provide the valuable inputs to enhance the functionality and features of the solution, which may be incorporated in the portal, if feasible. |
5.1.4 Scope of Work

The broad scope of work for the SWS platform under this project is as follow:

1. Design, development, implementation, and maintenance of the SWS platform.
2. Providing continuous technical support for the SWS platform.
3. Designing and managing the underlying infrastructure for the SWS platform (SWS platform would preferably be hosted on Government Community Cloud (GCC) as per Meity Guidelines).
4. Integration of SWS portal with legacy/ existing system of various ministries and departments of Government of India.

The scope of the SWS platform is covered under 2 (two) phases:

a. Design, Development, and Implementation phase
b. Operations and Maintenance phase

The first phase i.e. the Design, Development and Implementation Phase will broadly cover the following activities:

1. Overall governance, planning and management of the project
2. Application Development
   a. Requirement study analysis
   b. SRS preparation and sign-off
   c. System design & development
   d. Developing integration mechanisms
   e. SMS, email and payment services
   f. Unit testing
   g. User acceptance testing
   h. VAPT and security audit
   i. Performance testing
   j. Setting up the infrastructure on GCC and hosting the application
3. Capacity building, handholding, and training.
4. Technical support and requirement understanding required for interaction with ministries and departments.

5. Development of web interface/ connectors between multiple layers of the system.

6. Final acceptance testing & go-live.

7. Post go-live support.

The second phase i.e. the **Operations & Maintenance Phase** covers the maintenance of all components of the project for an initial period of 3 (three) years from the Go-live date in accordance with the terms of the Contract (that maybe renewed based on mutual understanding between the parties in writing) post go-live and will broadly cover the following activities:

1. Post implementation support services
2. Application support and debugging
3. New customizations/ requirement development
4. Horizontal and vertical scalability
5. On-Boarding new departments/ licenses on the go
6. IT infrastructure maintenance and debugging support
7. Security and patch updates
8. Security incident handling as per defined SLA
9. Periodical VAPT assessment
10. Period security audit as per requirements
11. Warranty support
12. On-going capacity building and training
5.2 SWS SOLUTION OVERVIEW & REQUIREMENT

5.2.1 Solution Framework

The solution framework outlined here is to lay down the guiding principles for the SWS solution which shall be designed, developed, implemented, and maintained by the selected bidder. The following are the salient features of the solution framework proposed for the SWS platform:

a. **Unified G2B Interface for Business Users**: The proposed SWS platform should provide a common interface for a suite of licenses and approvals required by business entities and serve as a starting point and single gateway of access to G2B information and approvals/permits/licenses required by a business entity from the government ministries/departments to start business operations in India.

b. **Micro-Service Architecture**: From an architectural standpoint, the SWS solution needs to be built on a micro-service architecture wherein each module/service has the capability and the capacity to integrate with other modules/services horizontally as well as vertically as per the integration requirements.

c. **Integration**: The SWS platform should have the capability to integrate with the legacy/existing IT systems of various government ministries and departments. The integration will preferably be 2-way wherein the application information can be passed onto the department’s existing system and the status of the application can be received by the SWS portal. The preferred mode for integration will be via APIs, however, the SWS system should have the flexibility to support other formats as per the technology of the various government ministries/departments IT systems.

d. **Effective & Efficient Content Management System**: Given the complex nature of the SWS platform, it is necessary to put in place, an appropriately designed Content Management System (CMS) to ensure that authentic, comprehensive and current information useful to the business entities is available at all times. The information content
and the services are positioned in a logically sequential manner within the portal to enhance the overall user-experience.

e. **Scalability:** The design of the SWS solution should be such that it is able to quickly add new departments and ministries seamlessly and effortlessly. The infrastructure of the platform should also have the ability to handle higher traffic as per demand with 99.99% (ninety-nine point nine nine percent) availability.

## 5.2.2 Solution Features

The following provides a list of key features* for the SWS solution:

a. Digital facilitation mechanism to accord approvals at the central government level for clearances.

b. Online approval for the applications submitted during pre-establishment and pre-operation phase.

c. Information regarding the applicable licenses/ permits as per the business user profile and subsequent generation of Unified Application Form (UAF).

d. Single point for accepting and electronically distributing applications from investors/business owners to the concerned government departments.

e. Payment of application/license processing fees.

f. Two-way system integration with the existing IT systems of the relevant central government departments and ministries.

g. Receipt of queries/ clarifications by investors, raised by the competent government authorities and departments and the functionality to respond through the same channel.

h. Digital repository for storing documents.

i. Functionality to track and monitor the status of the applications with different government ministries and departments.

j. Strong analytical capabilities and reporting mechanism for different stakeholders.

k. Third party validation – functionality to allow other departments/ financial institutions to validate the information submitted by the investor to a particular government department/ministry.
The solution at every step and throughout its lifecycle needs to be compliant with the applicable standards/ regulations/ laws/ directives of Government of India.

*Please note that this is only an indicative list and not an exhaustive list of features and the final list of features will be decided during the design phase of the project after award of the Contract.

5.2.3 Solution Functional Requirements

The following high-level diagram briefly represents the key modules of the SWS portal:

The SWS application will be built on a micro-service architecture where each department/ state will act as an independent service/ module and communicate with each other using appropriate integration mechanisms. Processing of information will happen at the existing portal/ application of the department/ ministry that will act as the single source of truth. Following is a brief description of each of the modules represented in the diagram above:

1. Know Your Approvals (KYA): KYA module will provide contextually relevant information to the user as per his business profile. The module would consist of a set of
questions and on the basis of the response, the module will identify the relevant set of approvals/ permits/ licenses required by the business user.

2. Unified Application Form (UAF): The UAF module will list down all the relevant fields required to be populated by the user as per the various licenses and approvals identified by the KYA module. Some of the fields in the form will be pre-populated through integration with government databases (MCA, PAN, GSTN etc.) and the rest will be manually filled by the investor. The design of the form should be such that it minimizes the number and complexity of forms within each department, maps the same across departments, identifies commonalities, eliminates duplication and eventually comes up with a set of fields that reduces the overall effort of filling up the form for the business user. UAF will act as the primary source of information being provided by the investor.

3. Document Repository: A document repository for every investor which contains documents like identity proof, certificates, approvals etc. that will be tagged and automatically attached to the relevant fields in UAF and other subsequent approval/ clearance documents. This will allow the investor to save all its documents online and use them as and when required. SWS portal may leverage DigiLocker of Government of India to act as a document repository or build a new document repository of its own.

4. Payment Gateway: A comprehensive payment gateway module will be built for the SWS platform for acceptance of payments (administration, processing etc.) for various licenses/ clearances and approvals.

5. Individual License Modules: Each central ministry/ department/ license will consist of an independent module within the SWS portal. The module would be responsible for storing information specific to that license and communicating with the external existing systems of the respective department. In the diagram L_n denotes the modules for departments that have an existing IT system and IL_n denotes modules for departments that currently do not have an IT system but are keen to utilize the SWS platform for application submission. Both the types of modules will be responsible for only storing the information and no processing of information or workflow management will be performed in each of these modules or the SWS portal as of phase 1.
6. **State Single Window System:** The SWS platform should have the flexibility to integrate with the participating state level single window systems and have the capability to push the information into these systems. However, the primary focus for Phase 1 implementation is to onboard and integrate central level ministries and departments.

7. **Grievance Management:** This module will focus on a 2-way communication channel between the department and the business user. If the department wants to seek any clarification or request for more information from the applicant, there should be a mechanism to directly communicate with the user and the user should also have the flexibility to respond via the same channel.

8. **User Profile Management Module** – There will be multiple roles/ groups created in the system and each user will have 1 (one) or more roles assigned to him which will define the privileges/ access for the user in addition to storing the basic information of the registered user.

9. **Reporting and Dashboard:** SWS platform will be built on RBAC principles wherein each identified stakeholder has its specific reports and dashboards and also have the flexibility to build ad-hoc reports as per their requirements.

10. **Geographic Information System (GIS)** – GIS module will showcase land bank, resources, infrastructure, industrial parks etc. graphically on the map of India for the entire country. Feeding of information in the GIS module will be the responsibility of the participating states. Developing the GIS module is not in scope of this RFP; however, the system should have the capability to integrate with the existing IIS/ GIS modules.

11. **Notifications** – A dedicated notification engine would need to be developed that can send E-mail and SMS notifications at various stages and points of the application process. It might also be required to send SMS notifications globally.

12. **Search Engine**- The SWS platform should have a strong in-built search engine to assist users in finding the right set of information that they are looking for.

13. **Integration Service** – One of the core pillars of the entire SWS platform is the integration service. The SWS platform should be able to communicate and integrate with the external existing IT systems of various ministries and departments. The integration should be 2-way and the preferred mode for integration would be via API’s, however, the system should
have the flexibility to support any mode/format for integration as required by the external IT systems.

14. User Profile Management: This module would be responsible for storing the user registration information and user profile at the time of signup. Also, this module will be responsible for assigning the relevant and applicable role in the system to the user.

15. Query Management: The query management module will allow the platform users to raise any queries that they might have regarding the SWS portal, any procedure/ process or any difficulty they are facing while submitting their application. The module should be available for un-registered users of the platform as well.

16. User Behaviour Analytics: The system should have the capability to track and analyze user behaviour with the platform and provide inputs, in order to continuously improve the user experience.
5.2.4  License Application – Process Flow

The following diagram depicts the high-level process flow for the license/approval/permit application procedure in the SWS system.
5.2.5 Data Engineering Requirements

Invest India envisions the SWS portal to be a next-gen system that can provide insights and diagnostics to continuously improvise the SWS system and enhance the overall user experience. To fully achieve the objective of a futuristic system, data engineering capabilities would need to be engineered into the core of the system right from the beginning.

The SWS portal should have AI driven diagnostic capabilities to identify any potential defects or issues within the system including communication failure and ensure that these are rectified at the earliest to reduce overall system downtime.

The SWS portal would be generating huge volumes of data at multiple points during the entire journey of the investor on the platform – right from the point when an investor registers, submits KYA & UAF, responds to departmental queries and receives its approvals. The system should have the capability to analyse these data points and generate insights that can then be proposed to the relevant stakeholders to enhance and improvise the overall application process and policies.

Being a national level portal, there will be continuous scope of improvement that should ideally be driven based on user-experience and journey throughout the platform. The objective is to continuously work on the feedback provided by the user and present the user with data points that provides more relevant information to the investor.

While designing the solution, the bidders should ensure that their solution is capable of integrating data engineering use cases and expand the overall capability of the system.
5.2.6 Key Considerations

1 SWS doesn’t aim to re-engineer existing processes and procedures followed by various ministries and departments but to provide an interface that can be built on top of the existing platforms to provide a seamless experience to an investor.

2 Even after implementation of the SWS platform, the processes currently followed by the individual ministries and departments will still be followed at their end in their own system. SWS system will be responsible for integrating with these existing platforms and would be required to push and pull of information from the system only.

3 The final authority of giving approvals and the internal process followed by the respective ministries and departments remains at the prerogative of the ministries.

4 The ministries would be requested to appoint a nodal officer to coordinate with DPIIT and Invest India as single point of contact for the SWS platform (Single Window System). The nodal officers will help DPIIT and Invest India team in validating and re-checking the data that has been collected and make their suggestions regarding the same. They will also be required to lend their guidance to help onboard approvals on SWS.

5 Ministries would also be responsible for validation of information and process on-boarded on proposed SWS platform (Single Window System), which is of utmost importance to ensure minimum disruption and changes to existing system and processes for respective ministries.

6 During the first phase of the project only Central ministries and departments are in scope for on-boarding and integrating with the SWS. However, provision should be provided to integrate with participating State ministries and departments single window systems in the future.

7 The portal should have the capability to be multi-lingual with default language being English. Languages can be native (Tamil, Punjabi, Kannada etc.) as well as global languages (Korean, Spanish, Italian, Chinese etc.). Both field level name as well as static content of the system should be available in different languages. Data entry shall be in English only.

8 The portal shall comply with the applicable information technology and data protection laws, standards & regulations (including but not limited to ISO 27001, ISO 27017, Data Protection Bill, GDPR, as applicable and enacted from time to time) and all other mandatory rules, regulations and requirements laid down by the Government of India for e-Governance applications.
9 The portal shall be built on appropriate security architecture in order to protect the confidentiality and integrity of the information submitted, stored or processed, at all times (rest and in-transit).

10 The SWS portal will follow all data localization norms as prescribed by the Government of India.

11 Periodic security audit and regular health checks would be conducted to monitor for security breach incidents and responding to them.

12 SWS portal application will be deployed on Government Community Cloud (GCC) in consultation with NIC. Billing will be done as per actuals for the cloud infrastructure and bidders are requested not to include annual infrastructure costs in their Financial Proposals.

13 The SWS Portal should be able to consume the web services from other G2B/ Government content sources/ portals and vice versa.

14 The SWS portal should have strong exception handling capabilities and should automatically notify the relevant teams in case there is an error in the system, or the integration channels fail to create a data entry in the end system.

15 Preference will be given to open source technologies for building the SWS platform, in case any licensed technology is proposed by the bidder – due justification including cost benefit analysis should be provided.

16 Software licenses (if any) have to be procured in the name of Invest India or as prescribed by Invest India. The licenses should preferably be perpetual and enterprise wide for the core application and other software unless other stated. The licenses should not be restricted based on the geographical location.

17 At the end of the Contract period, the bidder will be required to provide necessary handholding and transition support to designated staff or any other agency that has been contracted to maintain and support the SWS, as maybe required by Invest India.

18 In case Invest India on-boards multiple vendors to provide various services (consulting, testing, support etc.) for the SWS platform then all the vendors are required to provide necessary support to each other and work in close coordination.
19 In the following section(s) Invest India proposes the technology architecture of the SWS platform as per its current understanding of the requirements and functionalities of the system. In case the bidder wants to deviate from the proposed architecture, proper justification should be provided by the bidder and should ensure that the core objectives and functionalities of the system are fulfilled. No such deviation shall be implemented unless accepted in writing by Invest India.

20 The bidder should ensure that the application code does not build a dependency on any proprietary software, particularly, through the use of proprietary ‘stored procedures’ belonging to a specific database product.

21 The list of features/ functionalities/ modules/ services mentioned throughout the RFP is NOT exhaustive in nature and the final list of features/ functionalities/ modules/ services will be decided with the selected bidder during the project planning and design phase after award of Contract.
5.3 SWS SOLUTION TECHNOLOGY
ARCHITECTURE – HIGH LEVEL OVERVIEW

5.3.1 Solution Principles

Invest India proposes to use the following principles to design and develop the SWS portal, however, bidders may suggest any other approach by providing due justification for deviation which shall be implemented only upon the approval of Invest India in writing:

- **Self-healing**, anti-fragile application, for an unbreakable system with zero downtime.
- Cloud native, **server-less**, granular process model.
- **Event driven** transaction management, to avoid blocking and time-consuming operations.
- **Audit enabled APIs**, for maximum accountability and information tracing, with ability for real-time processing of audit events.
- **Modular, Component** based UX design, for enhanced UI reusability and possible future development of a native mobile application.
- Maximum utilization of Agile, DevOps, open source tools and methodologies.
- **End-to-End** operations automation, with ability for manual intervention when required.
- The solution architecture should be built on sound architectural principles enabling fault-tolerance, high-performance, and scalability both on the software and hardware levels.

5.3.2 Application Design Considerations

Based on the suggested solution principles, Invest India proposes the following design considerations that bidders can adopt for the SWS portal. Bidders may propose any other approach by providing due justification deviation which shall be implemented only upon the approval of Invest India in writing:

- Every process in the SWS system should be an **independent and stateless application**, handling a unit of responsibility. The SWS system will be an **aggregation of the process**.
units, composed through an orchestration service. Container technologies should preferably be used to manage the application processes.

- All the processes of the enterprise systems should be controlled through **centralised configuration management**. This will not only help to maintain maximum parity between development and production environments but also provide ways to **alter** the state of an application **without making code changes**.

- SWS architecture must support web services standards including XML, SOAP, UDDI and WSDL.

- Services and processes should be developed that **continuously monitor health of the software and hardware infrastructure** running the solution covering operating system, database, software components, applications, servers, and other related software and hardware components. It should provide proactive monitoring, alerting, and reporting.

- Appropriate **development, test, and staging environments** should be designed and built. Development and test environment should include configuration management capabilities and tools for system configuration, versioning scheme, documentation, change control processes and procedures to manage deployment of solution deployment.

- Development and production systems will resemble each other – in terms of process model – as much as possible, to avoid any 'Worked in Dev environment' syndrome. The 2 (two) environments might differ only in scale, but all other parameters in the process model should be the same.

- Building, deployment, and collaboration activities should be automated using appropriate **Agile and DevOps** tools and methodologies.

- SWS application should be **mobile-friendly** and should easily open on all latest versions of Android and iOS including PDAs. The web-application should be mobile-responsive and flexible so that the features can be easily accessed.
5.3.3 SWS Portal Modules

This section provides a brief description about the functional and technical requirements of some of the key components/ modules of the SWS portal.

5.3.3.1 Know Your Approvals (KYA)

“Know your Approvals” requests investors to answer a set of questions and based on the requirements/ information provided by the investor, a customized list of licenses/ permits required by the investor to start the business along with the list of regulations they need to be complied with, timelines, application processing procedure etc. will be provided.

**Functional Requirements:**

1. Module should be able to capture responses to all the questions.
2. Questions will primarily be objective in nature.
3. Investor should be able to select more than 1 (one) response for a specific question as per requirements.
4. Questions will be dynamic in nature i.e. based on the response of a previous question – new set of questions will be loaded.
5. Investor should have the provision to view and download (PDF) the list of clearances generated by the module.

**Technical Requirements**

1. The module should be able to manage the nesting and sequencing of questions.
2. The module should have the capability to integrate with external systems like PAN, Aadhar, GSTN, CIN etc.
3. The module should be intelligent, flexible and dynamic in nature to identify the next set of questions to be asked from the investor based on the responses being provided.
4. Module should support both objective and subjective type of questions.
5.3.3.2 Configuration Module

This module is responsible to configure KYA question set, configure rules based on KYA response, uploading form fields for licenses, required document setup for each license.

Functional Requirements:

1. An Admin UI should be provided for seamless on-boarding of new departments/ ministries.
2. KYA questions will be configured either as Boolean or select option; with each question multiple options will be setup and the investor has the option of selecting 1 (one) or more than 1 (one) options as per requirement.
3. Inter-dependency between questions and their responses need to be defined.
4. Mapping of licenses/approvals to a set of questions/responses.

Technical Requirements

1. Rules will be configured to find out the number of licenses required based on the KYA response.
2. Rules will be configured to display the next set of questions based on the responses provided by the investor at run-time.
3. There could be a possibility of inter-dependency of license/approvals required i.e. License A can be applied for only if the investor has the approval for License B. Therefore, system should be able to define this mapping and the nesting of licenses.
4. Should be able to onboard new ministry/department/license in minimum possible time and attach it to a ministry.
5. The system should have the capability to add/remove form fields for a license at runtime. For example: If the system requires to add 2 (two) more fields for a particular license, that should be done using a simple interface with zero downtime.
6. Updating of license attributes including rules should always be possible and should be seamless with minimum to no interruption to the system.
7. Possibility to upload excel/csv files for on-boarding and setting up of new licenses.
8. Form fields should support multiple languages, however, response input in UAF will be in English only.
5.3.3.3 Unified Application Form (UAF) Module

**Functional Requirements:**

1. Should be able to capture all the fields for multiple licenses.
2. Should be able to upload and store all the documents in the document repository.
3. Should pre-fill the data wherever possible.
4. Provide a dashboard to the user to view application status.
5. On the dashboard the investor should have an option to “Raise a Query/ Grievance”.
6. License application tabs should be logically stacked for the investor to fill in the fields.
7. The objective should be that investor is required to fill-in minimum number of fields and all duplicate fields should be either removed or auto-populated.

**Technical Requirements**

1. Based on the responses received in the KYA module, the SWS portal should automatically build UAF at run-time by determining the form fields that the investor needs to fill as per his applicability of licenses/ approvals required.
2. For each license, there will be a separate tab with form fields and documents required on the UAF.
3. For consolidation document view, there will be 1 (one) more separate tab of all required documents.
4. Should be able to fetch details from integrated platforms like PAN, CIN, GSTN, MCA etc.
5. Should generate a unique tracking ID for each application submitted by the investor.
6. 2-way integration with document repository module of the system and store all the documents uploaded by the user there.
7. System should automatically fetch all the relevant latest documents stored in the document repository and attach against the relevant fields. User should have the flexibility to upload new versions of the documents.
8. Calculate the application fees required based on the licenses sought and information submitted in the application form and integrate with payment gateway.
9. On submission of form, appropriate message should be generated and displayed to the user.
10. User should have the option to save the form in draft mode.

11. Form should be continuously auto-saved; in case the connection is lost or the page refreshes then the user should not be required to fill the entire form again.

12. Once submitted, the user should not be allowed to edit the application. A request must be raised in case any edit in the application needs to be done. Each submitted version of UAF will be stored into the database, provision can be given to fetch any submitted version of UAF (if required). The history of UAF will be very helpful in producing reports in case of any conflicts, issues, auditing, etc.

13. At all times, the user should be able to view the submitted application and the status of each individual license/approval applied for.

14. User should have the flexibility to individually select which all licenses he wishes to apply for (at any point of time) and subsequently the payment should be collected.

### 5.3.3.4 Document Repository

This module will be responsible for storing all the documents uploaded by the user.

**Functional Requirements:**

1. Should store all the documents uploaded by the investor.

2. Should appropriately tag all the documents uploaded by the user, example – PAN Card, Passport, GST Certificate, Company Incorporation Certificate etc.

3. Should support document versioning and maintain all the previous versions of the documents.

4. System should maintain a record of the document version against which the approval has been granted.

5. Investor should be able to view/download his documents at all times.

6. All versions of the document should be available for viewing and downloading.

7. Repository should support preview of documents in the system itself without the need of downloading each document every time.

8. Editing of documents in the platform should not be allowed.

9. User should have search capabilities in the document repository.

**Technical Requirements**
1. All the documents uploaded while filling/submitting UAF should be stored here.

2. Document versioning should be maintained.

3. Once the UAF is submitted, the user should not be able to change documents without proper authorization.

4. Should allow searching of documents.

5. Preferably DigiLocker will be used as a document repository for SWS.

6. System should support all standard and common formats for document upload and storing.

7. Digital Certificates/approvals issued by ministries/departments should automatically be fetched and stored in the repository for the investor to view and download.

8. Provision for authenticating documents by ministries/departments should be preferably available.

9. Should support format conversion/size compression for documents since different ministries/departments have different protocols for accepting documents.

5.3.3.5 Payment Module

This module will facilitate the investors to make a single electronic payment at the time of submitting the UAF for various licenses/approvals applied for.

Functional Requirements:

1. Based on the licenses applied and the information submitted in the UAF, the module will automatically calculate the total fees that needs to be paid by the investor.

2. The module should submit payment only for the licenses being applied at any point in time and not for all the applicable licenses to the investor. Investor at all times should have the option to select the licenses he wishes to apply for based on his applicability.

3. The system should accept payment in any mode – Net Banking, Credit/Debit Card, UPI.

4. In case the investor submits a Demand Draft or wishes to directly deposit in the bank account, the system should be capable to manually take in those details (Cheque/DD number, transaction details etc.).

5. All the amounts must be collected in a single transaction i.e. investor need not do multiple transactions for the various licenses that he wishes to apply for.
Technical Requirements*

1. Third-Party services maybe contracted for facilitation of payment, however, they should follow all applicable laws, rules, regulations and guidelines of Government of India.

2. Escrow accounts would need to be setup for facilitation of payments to each department/ministry and reconciliation of accounts.

3. System should be able to keep a track of manual payments done and preferably verify the same automatically.

4. Once the payment is successful status should be updated in the system.

5. Proper transaction level controls should be established to ensure smooth payment process and in case of payment failure, appropriate message should be generated including roll-back of payment.

6. All transaction level data, information and logs should be maintained.

7. Flexibility to fully integrate with any 3rd Party ERP/ Financial/ Account Management system.

*Invest India will be responsible for setting up the Escrow account and on-boarding third party services for facilitation of payments. However, the service provider will be responsible for integrating the services with the SWS portals and ensuring that all compliances and controls are properly established as per the prescribed guidelines.
5.3.3.6 Integration Module

Considering multiple external existing IT systems of various ministries/ departments, the integration approach will be generic. Wherever possible, custom adapters will be developed but integration APIs would be the same for all third parties.

Technical Requirements

1. SWS platform would have one integration service which is an orchestration service and would generate the transfer data based on the UAF output submitted by the investor and mapper exists for the license.

2. For parties who already have APIs available for data insertion, in order to achieve the minimal disruption, this platform would have the custom adapters to transform the SWS data into the desired format which is as-is accepted at external systems.

3. For parties who don’t have any API published, the SWS single window portal will push the same data as captured during UAF submission (no custom adapter).

4. 2 (two) API endpoints would be published to support both pull & push mechanisms in order to transfer data to external parties.

5. In case of pull, external systems will have to develop mechanisms e.g. schedulers to pull data from the SWS platform.

6. One more pull API endpoint will be published to get status of license application from third parties.

7. Handshake between SWS platform and third party will be done by JWT (JSON Web Token), the persistence of tokenId will depend on the data transfer mechanism.

8. Every data exchange request would be persisted for debug and retry purpose.

9. There would be messaging queue option also, in this case respective ministry will have to develop the message listener mechanism at their end.

10. In case the data transfer fails, the system should save the submitted data and keep trying to establish a connection for the period defined. Post that the SWS portal should inform system administrators of the connection and transfer failure.
5.3.3.7 Communication Module

The communication module will act as a channel between the ministry/ department and the investor to raise any query/ grievance or clarification.

**Functional Requirements**

1. Should allow 2-way communication between the Ministry/ Department officials and the investor.
2. Officials should be allowed to raise a query/ clarification.
3. Investors should be able to respond to the queries/ clarification raised and should also be allowed to attach and send additional documents as requested.
4. Investors should be allowed to raise grievances.
5. Some of the common use cases –
   a. Communicate the change in status of the application with reason
   b. Request to edit/ correct submitted information in UAF
   c. Request additional information/ documents
   d. Request to make any additional payment or proof of payment
   e. Investor can enquire about the status of the application
   f. Investor can raise a grievance
   g. Request to consider change in submitted information

**Technical Requirements**

1. Should integrate with existing IT portals of all ministries/ departments.
2. Individual department will access communication tool by just clicking the communication tool button at their internal portal, which will call SWS portal’s authorization service.
3. Every ministry/department will be assigned a code internally to access the communication module.
4. On the dashboard, department can see all in-process applications.
5. Provision will be given to take action for additional documents, re-upload documents, additional information, payment issues, etc. Therefore, integration with UAF and document repository modules will be required.

6. Notification should be triggered to the applicant and he should have the option to respond to the same.

7. Only those information/documents will be editable which are marked as more information required.

8. The 2-way communication should be maintained in a thread-like structure for each ministry/department individually.

5.3.3.8 Search Module

1. The search service of the SWS platform should provide quick access to information including, documents, FAQs, images, SWS platform pages, license related information and information about processes.

2. NLP based search capabilities are required in the system.

3. User should be quickly able to access all the available information in the system.

5.3.3.9 Reporting & Dashboard Requirements

1. The system must provide MIS Reports in an easy to use Excel-Pivot table format, allowing analysis capabilities like drill down.

2. System should provide dashboard view to various stakeholders on different aspects like:
   
   - Overall license status
   - UAF Status
   - Number of licenses pending/approved/rejected department wise
   - Fees received
3. Solution should be able to monitor in REALTIME, the number of investors and businesses touched through application each day, month, and year, through appropriate tools and MIS reports.

4. SWS platform should provide the ability to define unlimited real-time KPI dashboards and reports.

5. Analytical capabilities for system admin much like Google Analytics.

6. The dashboard should provide real time pendency reports for all services.

7. Real time view of the status of the services under consideration at every stage and alerts should be generated.

8. Ad-hoc online configurable reports and dashboards for each stakeholder.

9. System should provide the capability to download all the reports including graphical reports in excel and PDF formats.

10. System should provide the capability to directly e-mail the report to any individual directly from the system.
5.3.4 Cross Cutting Services

The SWS portal would require cross cutting services in order to ensure best system performance and user experience. For Example: logging, security, monitoring etc. are some of the services that would be required in almost every module of the application.

Following are few of the cross-cutting services that have been identified and their requirements/specifications have been stated. The bidder has the flexibility to deviate from them by providing due justification.

A. Logging

- SWS platform logs should be consolidated and aggregated to a central location, available to all developers for easy debugging.

- The architecture should allow to change the log level at run time that will help to debug an issue in production instance by changing log level from error to debug.

- The solution must provide capabilities for efficient storage and compression of collected data.

- The solution must support industry log collection methods (syslog, WMI, JDBC, SNMP, Checkpoint LEA, etc.).

- The solution must provide agent-less collection of event logs whenever possible.
• The solution must provide the ability to distribute both event storage and processing across the entire log management/SIEM deployment.

B. **Data Validation**

• Client-side validation should be handled through ReactJS validation control groups, which come with default support for translation, styles, and context specific help.

• Server-side data validation can be achieved through JSR303 validation framework. JSR303 (Bean Validation) will provide a declarative way of doing data validation, in which the validation logic shall reside on the domain model itself.

C. **Authentication**

• Investors should be able to login using the username and password they have created at the time of registering on the SWS portal.

• Investors should also be able to login using their mobile number and OTP services.

• Multi-Factor authentication should be configured for system administrators.

• Given the complex architecture of the SWS platform and the need to integrate with multiple external systems with a wide range of stakeholders, the SWS platform would require a robust LDAP server or equivalent.

• The directory server should be LDAP v3 compliant and should be fully compatible with the Cloud Service being proposed.

• Should support **Single-Sign On**, so that any user once authenticated and authorized by system is not required to be re-authorized / re-authenticated for completing any of the services in the same session. For employees of the department concerned, the browser based application accessed on the internet, through single-sign on mechanism, will provide access to all the services of the departments concerned (based on their roles and responsibilities), help module, basic and advanced reporting etc.

D. **Information Security**

• All the processes running in the system should have declarative security, supporting a stateless security arrangement with the help of OAuth2 or JWT (**JSON Web Token**).
• Internet facing traffic will be encrypted with HTTPS(SSL) security. All necessary steps should be taken to make the information transfer seamless and secure. All the information should be passed over HTTPs security layers only.
• The information should be accessible only to the authenticated users.
• All the documents / applicant information stored should be highly secure.
• The solution must support long-term access to detailed security event and network flow data. The system must be able to provide access to at least x months’ worth of detailed information.
• Following are few authentication mechanisms:
  ▪ Database authentication
  ▪ Aadhar API authentication
  ▪ OTP based authentication
E. Monitoring

- Aspect Oriented Programming (AOP) shall be the core monitoring and health-check framework for each API. All custom health-checks and instrumentation logging can be developed on top of AOP. AspectJ, SpringActuator (in case, Spring as a base framework) are the common technologies that can be used for this purpose.

- Logs from applications, middleware, as well as infrastructure shall be streamed in JSON formatted documents. Implementing this design principle will provide the flexibility for using any of the open source or proprietary industry standard monitoring tools, as well as the option to integrate the log streams into alerts and notifications tools.

- The system must provide alerting based on observed security threats from monitored devices.

- The system must provide the ability to correlate information across potentially disparate devices.
• System should be self-healing, that is, it should be able to kill any faulty process and replacing it with a healthy new process should be easy.

• Should eliminate duplicate and inconsistent record keeping.

• A robust and reliable application error handling mechanism should be developed which will handle normal situation as well as unexpected application error.

• Container technologies should be used to manage the application processes.

• In order to ensure the health of the SWS platform continuously there should be a continuous tracking and monitoring of overall web services performance and also the performance of each operation and client IP.

F. **Concurrency**

• A core tenet of the entire application design is to use the Immutable Domain model. This will not only avoid synchronization issues, but also will help in creating capacity for concurrent request handling.

• There should not be any synchronization issues in the system.

G. **Business Rules**

• System should be flexible enough that any business logic like KYA setup, form fields, documents, payments etc. can be configured or updated whenever there is a need.

• On boarding of any new ministry, license or department should be flexible and least time taking.

• Application UI should be interactive, simple and fast in order to provide a good user experience.

• If the system requires to add/ modify two or more attributes for a particular license, those should be added with minimum or no downtime at all.

• There should be minimum manual labour involved to create and update documentation for the portal to maintain administration and quality control processes.
• The system should be flexible enough to scale out an individual process in response to an increased demand.
### 5.3.5 System Architecture Overview

The SWS system should have an architecture that supports the following:

- Has declarative security implementations
- Does not cache sensitive data on the cloud
- Has token-based authentication and authorization
- Transparent system layers
- Encrypted data
- i18N should be implemented to support global and local languages

Following is a representation of the system architecture
A. **Client Layer**

This layer is the application front end and external systems layer. This is the topmost level of the application. It communicates with other tiers by which it puts out the results to the browser/client tier and all other tiers in the network.

B. **VPC**

Virtual Private Cloud layer will provision a logically isolated section of the cloud service provider. The system will have complete control over virtual networking environment, including selection of own IP address range, creation of subnets, and configuration of route tables and network gateways. Both IPv4 and IPv6 can be configured in VPC for secure and easy access to resources and applications.

C. **Web Layer**

Web layer or presentation layer is the connection to the end users. This is where all the incoming requests to the application will be handled and a return response will be generated. This layer will also be the first line of defence in the application because this is where authorization checks are required.

D. **Micro Services & API Layer**

Micro-services or APIs layer contains all the logic that is required by the application to meet its functional requirements. This is where all the functions of the application should be provided. In terms of SWS application, this is where it is required to implement functions for submitting KYA response and creating the UAF.

E. **External Interfaces**

This will be the layer where all the external systems will be residing. Here, data transfer to external parties will happen. Considering multiple external systems, the approach should be generic and smooth and widely accepted by external systems. The success of this platform depends how quickly & smoothly we can on-board ministries/departments.
F. **Persistence Layer**

All the applicant data, documents and status resides in this layer. The data tier includes the data persistence mechanisms (database servers, file shares, etc.) and the data access layer that encapsulates the persistence mechanisms and exposes the data.

5.3.6 **Protocol Support & Mediation**

Following protocols should be supported by the SWS platform:

- HTTP / HTTPS
- WebSocket
- XMPP
- FTP
- EMS
- AMQP
- SMTP
- Raw TCP
- End-to-end compression

5.3.7 **Web Services Access Control**

Following access controls should be supported by the SWS platform:

- Integrated STS / SAML issuer
- Support for web browser based SSO
- Integration with LDAP Identity stores
- SSL Client-side certificate authorization

5.3.8 **Web Services Transformation**

Following transformations should be supported by the SWS platform:

- SOAP to REST
- REST to SOAP
- XML to JSON
- JSON to XML
5.4 INFRASTRUCTURE REQUIREMENTS

- The application, data center and data recovery infrastructure will be setup in the cloud environment. Only Government Community Cloud (GCC) as per Meity guidelines authorized cloud service providers will be considered for deploying and hosting the SWS portal. Invest India shall have the flexibility to choose the cloud service provider proposed by the bidder or choose any other cloud service provider at its discretion. Cloud service provider may bill Invest India directly on actuals or bidder may propose resell the same to Invest India on actuals only. Managing the entire infrastructure will be the responsibility of the selected bidder.

- The bidder will be responsible for sizing the hardware and infrastructure requirements for the overall system while ensuring scalability and performance at all times. The bidder shall ensure that the servers are sized adequately, and redundancy is built into the system architecture.

- The infrastructure should be in configured in compliance with applicable laws and regulations of Government of India.

- The design of the SWS architecture should be such that all servers and systems are configured in such a way that there is no single point of failure.

- The architecture should be designed and implemented ensuring security compliance are maintained and managed as per international standards.

- Hardware architecture should be capable of consolidating several applications / workloads in a number of servers as required.

- Development and testing environments would also be deployed on cloud infrastructure. There can be a deviation in security controls deployed in non-production environments in comparison to production environment to optimize costs, however, reasonable security measures should still be present in these environments as well.

- Applicable guidelines must be followed while setting up the backup and disaster recovery site on cloud.
• In the proposal, bidder must submit the proposed cloud service provider giving due justification and tentative annual cost for the cloud infrastructure required.

Infrastructure billing will be done as per actuals. Invoices should be raised directly to Invest India.
5.5 INFORMATION SECURITY REQUIREMENTS

Security of application and the data contained therein is paramount for the success of the project. Hence, the service provider/selected bidder should take adequate security measures to ensure confidentiality, integrity, and availability of the information in accordance with applicable data protection and information technology laws.

<table>
<thead>
<tr>
<th>System Layer</th>
<th>Indicative Security Requirement</th>
</tr>
</thead>
</table>
| **Application Layer** | Web Security  
OSWAP Standards  
Audit Trails  
Identity Management  
Privileged Access  
Multi-Factor A&A  
PKI Based AA |
| **System Level** | Data Leakage Prevention  
DDoS  
VAPT & ISO 27000/ 27001 Audit  
Gateway Level Anti-Virus & Anti-Spam Solution |
| **Network Layer** | SSL Interception  
Endpoint & Server Security  
Next-Gen Firewall with IPS  
Web Application Firewall  
Intrusion Detection |
| **Data Layer** | Data Encryption  
Data Vault  
Privileged Access  
Backup Encryption  
Hardware Security Management |
5.5.1 Overall Information Security Requirements

1. The proposed solution should include design and implementation of a comprehensive Information Security Policy (“IS Policy”) in line with ISO 27001:2013 standards to comply with. All necessary procedures/ infrastructure/ technology required to ensure compliance to the IS Policy should be established by the service provider/selected bidder and approved by Invest India.

2. The designed IS Policy should not be in conflict with the IS Policy of the cloud service provider.

3. The solution should ensure proper logical access security of all the information assets and shall classify them accordingly.

4. The solution should provide security including identification, authentication, authorization, access control, administration and audit and support for industry standard protocols.

5. The solution should have security architecture that adheres to the following security standards and guidelines:
   a. ISO 27001:2013
   b. Information security standards framework and guidelines standards under e-Governance standards (http://egovstandards.gov.in)
   c. Information security guidelines as published by Data Security Council of India (DSCI)
   d. Guidelines for Web Server Security, Security IIS 6.00 Webserver, Auditing and Logging as recommended by CERT-In (www.cert-in.org.in)
   e. System shall comply with Information Technology Act, 2000 & subsequent amendments thereto
   f. Digital signature RSA standards
   g. Document encryption PKCS specifications
   h. Operational integrity & security management -ISO 17799 compliant
   i. IT Infrastructure management - ITIL / EITM specifications
   j. Service management - ISO 20000 specifications
k. Project documentation - IEEE/ISO specifications for documentation

6. The solution should support the following integration security standards:
   a. Authentication
   b. Authorization
   c. Encryption
   d. Secure Conversion
   e. Non-Repudiation
   f. XML Firewalls
   g. Security Standard Support
   h. WS-Security 1.0
   i. WS-Trust 1.2
   j. WS-Secure Conversations 1.2
   k. WS-Basic Security Profile

7. The solution should be a multi-layered detailed security system covering the overall solution needs having the following features:
   a. Layers of Firewall
   b. Network IPS/ IDS
   c. Anti-Virus Solution
   d. Information and Incident Management Solution for Complete Landscape
   e. Multi-Factor Authentication for all administrators
   f. Audit Log Analysis

8. The solution should ensure that the data, especially those pertaining to registration process, transaction process, as well as the data that is stored at various points is appropriately secured as per minimum standard 128 Bit AES/3DES encryption.

9. The entire database of the solution should support and enable secure data storing process and mechanism at all times. Native optional database level encryption on the table columns, table spaces or backups should be applied.
10. Appropriate security controls should be applied for Data-In-Transit.

11. The solution should be able to monitor security and intrusions into the system and take necessary preventive and corrective actions including automatically informing the support team.

12. The solution should facilitate system audit for all the information assets to establish detective controls. Audit Logs and trails should be maintained at all points and retention period defined as per requirements. Retention periods, archival policies and read-only restrictions must be strictly enforceable on all logs maintained in the system.

13. Multi-Factor security mechanisms should be implemented to enable secure login and authorized access to portal information and services for developers and testers.

14. The solution must provide alerting based on observed anomalies and behavioral changes in network activity (flow) data.

15. The solution must provide alerting based upon established policy.

16. The solution must support weighted alerts to allow for prioritization. Weights must be assignable based on multiple characteristics such as asset type, protocol, application, etc.

17. The solution must support the ability to correlate against third party security data feeds (i.e. geographic mapping, known botnet channels, known hostile networks, etc.). These third-party data feeds should be updated automatically by the solution.

18. The solution must support the ability to correlate against third party vulnerability scan results.

19. The solution must provide an out of the box mechanism to discover and classify assets by system type (i.e. mail servers vs. data base servers) to minimize false positives associated with poor asset classification.

20. The solution must support correlation for additive values over time. For example, alert when any SRC IP sends more than 1GB of data to a single port on a single DST IP in a one hour period of time.

21. The solution should have a robust BCP/ DR plan prepared and implemented by the service provider/selected bidder including a robust backup management procedure ensuring high-availability of the system at all times.
22. The service provider/ selected bidder should ensure that the RTO & RPO objectives defined for the system are adhered to all times.

23. The database of the solution should provide option for secured data storage for historic data changes for compliance and tracking the changes.

24. The solution should ensure the integrity of the system at all times from accidental or malicious damage to data.

25. The proposed solution should be able to generate a report on all “Authorization Failure” messages per user ID.

26. The proposed solution should provide ability to monitor, proactively identify and shutdown the following types of incidents through different modes of communication (email, SMS, phone call, dashboard etc.):
   a. Pharming
   b. Trojan

27. The solution should be able to monitor security and intrusions into the system and take necessary preventive and corrective actions.

28. The solution must provide ACL objects and a security model that can be configured for enforcement of user rights.

29. Following password policy must be implemented in the system:
   a. Minimum/ Maximum password length
   b. Alpha numeric combination of password
   c. Compulsory use of special characters
   d. Repeat passwords
   e. Non-Dictionary words

30. The solution should store User IDs and passwords in an encrypted format. Passwords must be encrypted using SHA256 hash algorithm or equivalent.

31. The proposed solution should ensure that the user web access shall be through SSL (https) only for all level of communication for providing higher level of security.
32. The security architecture and solution of the system should be such that it pro-actively protects itself from major attacks like Cross Site Scripting, Trojan Attack, XML Flood, Replay attack, Resource Hijack, Data Tampering, SQL Injection, XQuery Injection, Schema Poisoning etc.

33. VAPT should be performed periodically to ensure that the system is robust and strong and should be able to withstand any attack.

5.5.2 Web Service Threat Protection

Following are some of the common threats that the entire SWS portal is likely to be prone to while designing and developing of the platform:

- Content inspection using XML Schemas, XPath JSON Schemas, JSON Path, regular expressions, and string comparisons
- Cross Site Scripting
- Cross Site Request Forgery
- XML Entity Expansion and Recursion Attacks
- XML Document Size Attacks (based on size, width, depth)
- XML Parser Attacks
- Jumbo Payloads
- Recursive Elements
- Megatags–Elements
- Public Key DoS attack
- XML Flood
- XML Encapsulation
- XML Virus
- Replay Attacks
- Resource Hijack
- Dictionary Attack
- Message Tampering
- Falsified Message
• Data Tampering

5.5.3 Message Snooping

Following are some of the common threats that the entire SWS portal and its database is likely to be prone to while designing and developing of the platform:

• XPath Injection
• SQL Injection
• XQuery Injection
• WSDL Enumeration
• Routing Detour
• Schema Poisoning
• Malicious Morphing
• Malicious Include (aka XML External)
• Entity (XXE)Attack
• Memory Space Breach
• XML Morphing
• Parameter Tampering
• Coercive Parsing
• Field level validation
• Scanning of outgoing messages for sensitive content, based on metadata or regular expression pattern
5.6 OPERATION MAINTENANCE AND SUPPORT REQUIREMENTS

Post successful Go-Live the service provider/selected bidder is responsible for the comprehensive maintenance of all components of the project for the Contract period of 3 (three) years from the date of Go-Live in accordance with the terms of the Contract.

The service provider/selected bidder is required to depute a dedicated team of professionals to manage the project and ensure adherence to the defined SLAs in the Contract.

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

1. **System Administration & Trouble Shooting:**
   a. Overall monitoring and management of all IT and non-IT infrastructure deployed by the service provider/selected bidder for the project and ensure SLA’s are met with respect to confidentiality, availability and integrity of the application and its data.
   b. Perform System Administration tasks such as managing user access, creating, and managing users, taking regular backups etc.
   c. Provide support to application, database and all other services associated with these functionalities to ensure service levels, performance and availability requirements are met.
   d. Perform regular tuning and optimization of the system to ensure that the entire platform is running smoothly.

2. Co-ordination with cloud service providers and ensuring 99.99% availability of the application. It is the responsibility of the service provider/selected bidder to manage, maintain and optimize the entire IT infrastructure of the SWS platform. Infrastructure support is required 24*7 with continuous monitoring of the system.

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

4. Ensure compliance with various policies relating to monitoring and management of infrastructure such as IS Policy, backup and archival policy, incident management policy etc.

5. Recurring refresher training for the users, training to new users and change management activities.

6. During the Contract period the service provider/selected bidder will be responsible for software upgrades, patch upgrades, license upgrades, enhancements, and bug fixes.

7. Help Desk & Trouble Ticket Management System:
   a. Provide a centralized helpdesk and incident management support for the entire Contract period.
   b. Track and route requests for service and to assist users in answering questions and resolving technical issues.
   c. Become the central collection point for contact and control of the problem, change and service management processes (this includes both incident and service request management).
   d. Provide first-level support to participating ministries and departments.
   e. Track each incident and escalate as per the defined matrix.
   f. The technical support helpdesk should be available from 9 AM to 9 PM for 5 days a week (Monday – Friday). *Invest India has the flexibility to change these timings as per requirements after discussing with the service provider/selected bidder.*

8. Service provider/selected bidder will provide support for seamless interface between SWS system and the payment gateway, SMS gateway and integrations with different IT systems of ministries and departments.

9. Monitor application on a continuous basis to ensure availability and reliability of the system.
10. The service provider/selected bidder should provide continuous development capabilities to add new features, functionalities, and services to the platform both vertically as well as horizontally.

11. Support for regular enhancements needs to be provided.

12. Support for on-boarding and integrating with new ministries and departments including integration with state level IT systems.

13. Regular backup of application, database, operating system as per stipulated policies. Backup restoration exercise should also be conducted periodically.

14. Service provider/selected bidder will conduct periodic security and performance testing to ensure all vulnerabilities are duly mitigated.

15. Service provider/selected bidder will support any third-party auditor appointed by Invest India to conduct VAPT as per the defined guidelines.
## 5.7 HIGH-LEVEL PROJECT TIMELINES

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Timelines</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start of Requirement Gatherings</td>
<td>1&lt;sup&gt;st&lt;/sup&gt; September, 2020</td>
</tr>
<tr>
<td>Beta Launch</td>
<td>15th December, 2020</td>
</tr>
<tr>
<td>Go-Live</td>
<td>15th February, 2020</td>
</tr>
<tr>
<td>Enhancements &amp; Maintenance</td>
<td>15&lt;sup&gt;th&lt;/sup&gt; February Onwards</td>
</tr>
</tbody>
</table>
5.8 PAYMENT TERMS

1. Advance payments will not be considered.

2. The service provider/selected bidder will submit pre-receipted bi-quarterly invoices in triplicate, complete in all respects, after successful completion/submission of the deliverables ‘as per agreed acceptance criteria and corresponding sign-off from Invest India’ of the milestones/outputs/deliverables described in the payment terms of the Contract, for necessary settlement. The invoices should be submitted along with complete details of the work undertaken during the invoice period, supporting documents and bills as well as reports during the invoice period, for which the bills are submitted. A reconciliation sheet pertaining to the bills will be submitted bi-quarterly.

3. The GST component shall be paid as applicable and as per actuals. For facilitating electronic transfer for funds, the service provider/selected bidder will be required to indicate the name of the Bank and branch, account number (i.e. bank names, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the service provider/selected bidder.
5.9 ANNEXURE -1 TO THE RFP

FORMAT OF BANK GUARANTEE

BANK GUARANTEE NO.________________________________________________________________________

This Guarantee executed on this …………. day of ………2020………… by ………….having its office at …and registered office at …………. (hereinafter referred to as ‘Bank’ which expression shall unless repugnant to the context or meaning thereof shall include its successors, administrators and permitted assigns) in favour of Invest India, a joint venture between Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India, industry associations and State Governments of India and having its registered office at [insert address] (hereinafter referred to as the “ Invest India”) which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes.


WHEREAS after evaluation of the bids received from bidders, Invest India has accepted the bid of [XYZ], a [company incorporated under the Companies Act, 1956 or the Companies Act, 2013 or a limited liability partnership set up under the Limited Liability Partnership Act, 2008, other partnership firms (registered or unregistered), as the case maybe] and having its registered office at [insert address] (hereinafter referred to as the “Service Provider”) vide letter of award no [insert reference number] dated [insert date] (“LOA”) issued to the Service Provider. Pursuant thereto, Invest India and the Service Provider have agreed to execute the development services agreement (“Development Services Agreement”) as stipulated in the RFP to record the terms and conditions
on which the Service Provider shall provide services to Invest India in respect of the SWS portal project.

AND WHEREAS in terms of the RFP, LOA and the Development Services Agreement, the Service Provider is required to submit a bank guarantee as performance security in respect of performance of its obligations under the Development Service Agreement (hereinafter referred to as “Guarantee”) for an amount of Rupees [insert amount] (in words) to Invest India.

AND WHEREAS the Bank has, at the request of the Service Provider, agreed to furnish the Guarantee in favour of Invest India as hereinafter contained.

NOW THEREFORE THIS DEED WITNESSTH AS FOLLOWS:

In consideration of the requirements set forth under the RFP, LOA and the Development Services Agreement, we the Bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the Service Provider, without any protest, contest or demur, and without any recourse to the Service Provider that, in the event Invest India declares to us that the Service Provider is in breach of the terms of the Development Services Agreement, we will pay to Invest India, on demand, all and any sum up to a maximum of INR [insert amount] (in words) within a period of [•] days from the demand notice. Any such written demand made by Invest India on the Bank shall be conclusive and binding.

Invest India shall be the sole judge as regards the breach of the terms of the Development Services Agreement and the Bank shall neither question the judgment or declaration of Invest India nor ask for any evidence on any account whatsoever. The Bank agrees that any demand made in such demand notice by Invest India shall be final, conclusive and binding on the Bank as to the amount payable by the Bank under this Guarantee. The demand of Invest India under this Guarantee shall not be objected, affected or suspended by reasons of any dispute or disputes pending before any forum, tribunal, arbitrators, court or any other statutory authority with regard thereto or in connection therewith.
We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between Invest India and the Service Provider, indulgence to the Service Provider by Invest India, or by any alterations in the obligations of the Service Provider or by any forbearance whether as to payment, time performance or otherwise. Invest India shall be at liberty to vary and modify any of the term(s) and condition(s) of the said Development Services Agreement without affecting this Guarantee, notice of such variations or modifications to the Bank is hereby waived.

This Guarantee (and the benefits hereunder) shall not be affected by any change in the constitution of Invest India, nor shall the benefits of this Guarantee be affected by any change in the constitution of the Bank or by any amalgamation or merger of the Bank with any other body corporate and this Guarantee will be fully enforceable during this currency.

This Guarantee (and the benefits hereunder) shall not be affected by, (a) any change in the constitution (including but not limited to any merger, acquisition, amalgamation, restructuring, reorganization etc.) of the Service Provider or (b) commencement of corporate insolvency resolution process or liquidation process, in respect of the Service Provider, under the Insolvency and Bankruptcy Code, 2016, and this Guarantee will be fully enforceable during this currency.

The Bank also agrees that Invest India at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Service Provider and notwithstanding any security or other guarantees that the Service Provider may have in relation to Service Provider's liabilities.

This Guarantee is a continuing guarantee during its currency, the Bank undertakes not to revoke this Guarantee during its currency without previous written consent of Invest India, and the Bank agrees that the Guarantee contained herein shall continue to be enforceable until Invest India discharges the same.

This Guarantee shall be governed and construed in accordance with the laws of India.
This Guarantee is non-assignable and non-transferable.

Notwithstanding anything contained herein above:

Our liability under this Guarantee shall not exceed Rupees [insert amount] (in words).

This Guarantee shall be valid up to 6 (six) months beyond the term of the Development Service Agreement unless terminated earlier in accordance with the terms therein.

We are liable to pay the guaranteed amount or any part thereof under this Guarantee only and only if Invest India serves upon us a written claim of demand.

IN WITNESS WHEREOF Mr. …………………………………………. and Mr. …………………………………………., the Bank’s duly constituted Attorney bearing No. ………………………………………. and No. ………………………………………. vide Resolution No. ………………………………………. and No. ………………………………………. have signed for and on behalf of the Bank this deed on the day and year first written above.

Date: [insert]
Place: [insert]