

Office of the Comptroller General of India

Request for Proposal for IAAD Centralised Pension Processing Project

Notice for Inviting Comments on Draft RFP Document (Part -1)

Ref: IAAD/PPP/RFP/Notice/02

10 June 2021

Dear Prospective Bidders,

The Indian Audit & Accounts Department under the Comptroller & Auditor General of India (C&AG) is envisaging design and development of a centralized IT Application for facilitating processing of pension of state government employees across 19 states in India. In this regard, IAAD conducted a workshop for prospective solution providers on March 11, 2021.

The Department is currently in process of finalizing Request for Proposal (RFP) document for this Project. The RFP would consist of three volumes – Volume I: Functional, Technical, Operational and Other Requirements (supported by Annexures – A, B, C and D), Volume II: Commercial and Bidding Terms and Volume III: Master Service Agreement (supported by Annexure A).

In our endeavor to seek comments/ suggestions from prospective System Integrators, the department is publicly sharing the draft versions of following parts of RFP:

1. RFP Vol I - Annexure A (Functional Requirement Specifications)
2. RFP Vol III (Master Service Agreement)
3. RFP Vol III – Annexure A (Service Level Agreement)

The remaining parts of the RFP draft would follow.

Comments/suggestions may be sent to cppproject@cag.gov.in by 30 June 2021.

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Director (IS)

O/o the C&AG of India



2021

**Request for Proposal
For Selection of Agency For
Implementation of
“Centralized Pension Processing (CPP)”
Project**

**Volume – I
Annexure A
Functional Requirement Specifications**



Request for Proposal

Selection of Agency for Implementation of Centralized Pension Processing (CPP) Project

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CPP Functional Requirement Specifications

1 Introduction

The Comptroller and Auditor General of India (C&AG) discharges his constitutional functions through the Indian Audit and Accounts Department (IA&AD). Apart from providing audit and accounting services, some of the field formations of the C&AG of India, located in various states, also discharge entitlement functions to employees of state Governments. These offices are called The Accountants General or The Principal Accountants General (Accounts and Entitlements) and are collectively referred as AG (A&E) offices. The entitlement services are delivered on behalf of the respective state Governments.

The entitlement services relating to pension is presently delivered to the employees of state Governments in 19¹ states. Currently, the AG (A&E) offices are providing the pension services to around 55 lakh pensioners and around 2.5 lakh new pensioners are added every year. These services are delivered through various IT applications implemented in these AG (A&E) offices. The Centralised Pension Project (CPP) aims at consolidating these applications into a single, enterprise-wide application. It aims to create a system which would ensure that every employee receives his/her retirement benefits on the day of retirement. We also would like to take this as an opportunity to re-engineer the existing manual/semi-automated workflows into one that befits the digital era that we live in presently, thereby increasing the efficiency and effectiveness of the process.

1.1 Fundamental principles

The fundamental principles governing the design of CPP are:

- CPP will enable streamlined pension approval process with minimum manual intervention in processing pension cases.
- Centralised hosting and maintenance of application, but with decentralised Rules, which are state specific and the ability to carry out minor changes in Business Rules through configuration management.
- Intuitive and hassle-free access to the Pensioners for submission of Pension applications and further following up of status of authorisation and Grievance resolution.
- Feature to allow integration with various State government's pension processing applications, where available which are at different levels of technological maturity.

¹ Assam, Andhra Pradesh, Bihar, Haryana, Himachal Pradesh, Jammu and Kashmir, Jharkhand, Karnataka, Kerala, Maharashtra (Mumbai and Nagpur), Manipur, Meghalaya, Nagaland, Odisha, Punjab, Tamil Nadu, Telangana, Tripura, and West Bengal.



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1.2 Pensionary benefits

Pension is the monthly payment of a sum of money admissible to a government servant after his retirement from active services and becomes payable throughout the lifetime, along with pension to the eligible members of his family on his death. It is primarily based on his length of service and the pay at the time of retirement.

Indicative list of different types of pensionary benefits that are available to Government servants are given below (State Specific):

- a. Service pension
- b. Enhanced Family Pension
- c. Family Pension
- d. Service Gratuity
- e. Retirement Gratuity
- f. Death Gratuity
- g. Commuted value of pension
- h. Compassionate Pension
- i. Compassionate Allowance

The cases in the order of magnitude, which are processed are as follows:

Normally, any retiring official is entitled to Service pension, Retirement Gratuity, Commuted value of pension (part of pension can be commuted into a lump sum), which would constitute the bulk of the cases.

In certain cases, when the Government official dies in service, his family would be entitled to get Family pension and Death cum retirement gratuity, a portion called Enhanced Family pension till his nominal date of retirement and family pension at normal rates thereafter.

Sometimes the Government may also sanction a compassionate pension or allowance, which may be processed as an exception.

Another major item of processing is the processing of pension revision cases, which occur on account of the rule changes being carried out by government impacting the length of services or on the pay drawn by the official while in service. It may also happen on account of judicial orders or administrative orders correcting any anomalies in these two variables.

Normally, our offices act as outsourced processing agencies, which receive the proposal from the Government, calculate the entitlements and generate the necessary orders for approval and issue by the state government. Therefore, there are at least two hand offs in the pension system, with the preprocessing (by the govt), processing (by AG) and the post processing by the Govt again.

In case of all the above four pension cases, the work product issued by this Office is a Pension Payment Order (PPO).

AG(A&E) offices receives pension cases related to



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1. Individual officials on retirement (Regular Service Pension)
2. Family members on demise of official in service/ service pensioner (Regular Family Pension)
3. Revision of pension of existing service pensioners (Revision of Service Pension)
4. Revision of pension of existing family pensioners (Revision of Family Pension)

The officials for whom the above four types of pension cases are to be processed by this Office for verification and authorization of payment, belong to different categories. Usually a standard set of Rules will be applicable for the bulk of the officials, with certain categories such as All India Service Officers, Higher Judicial Officers, State Government Officers, Officers of State Government Corporations etc., having slightly different set of pension Rules

1.3 List of references

The following reference documents are available in the various websites of C&AG and State governments for further documentation.

- Organisational information (<https://cag.gov.in/content/organisation-chart>)
- Performance activity report (<https://cag.gov.in/performance-activity-report>)
- State Pension Rules and Manuals, like,

Name of State	Link for respective Finance Department for pension related information
West Bengal	http://www.wbfin.nic.in/New_Fin/Pages/Publication.aspx
	http://www.wbfin.nic.in/writereaddata/handbook%20of%20circulars_vol.%20ii.pdf
Maharashtra	https://gad.maharashtra.gov.in/en/pension_gr
	https://mahakosh.maharashtra.gov.in/index.php/en/employee-corner/pension-forms
	https://pension.mahakosh.gov.in/login.jsp
Assam	https://ppg.assam.gov.in/documents/office-memorandums
	https://ppg.assam.gov.in/documents-detail/notifications
	https://finance.assam.gov.in/documents-detail/pension-papers-and-application-for-other-post-retirement-benefits
	https://ppg.assam.gov.in/document-search/all?title=&gid%5B%5D=4
	https://ppg.assam.gov.in/documents-detail/various-forms-of-directorate-of-pension
Odisha	https://finance.odisha.gov.in/important-links/finance-circulars-oms-notifications
	https://finance.odisha.gov.in/more/schemes/pension



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	https://finance.odisha.gov.in/notification/pension-dearness-relief
	https://www.odishatreasury.gov.in/PensionPortal/PensionHome.html
Jharkhand	https://jkuber.jharkhand.gov.in/jpension/
	https://jkuber.jharkhand.gov.in/jpension/CircularsProceedings.aspx
	https://jkuber.jharkhand.gov.in/jpension/frmdashboard.aspx

1.4 Explanation of terminologies

- Pensioner – A person who retired from government service or a person who is eligible to get pensionary benefits from government. Different types of pensioners are State Government pensioner, High Court judges, All India Service (AIS) pensioner, freedom fighter pensioner, etc.
- DDO – Expanded as Drawing and Disbursing Officer. DDO is an official who authorised to draw money and pay on behalf of the department or government. This official verifies the service records in an organisation and sanctions pensionary benefits before forwarding it to Pension Sanctioning Authority or Accountant General.
- Pension proposal – Also known as pension case is a set of documents which will be sent to AG(A&E) office for authorisation of pensionary benefits. Pension proposal contains application form(s) (some states application would be a single comprehensive form or series of forms with annexures and attachments), service book and a forwarding letter from state government.
- Original case – A pension proposal which is received for the first time for authorisation is called as original pension case. Against this application a fresh PPO number has to be issued. Such cases are called original case
- Family pension Case - A pension proposal which is received from the nominee or heir(family member) in the event of the death of the government employee in the following cases: 1. Death of Government servant while in service, 2. Government servant and the spouse have died after becoming a pensioner. Against this application a fresh FPPO number has to be issued in the name of the applicant/nominee.
- Revision of pension - It is basically amendment of the existing pension/family pension authorisations whenever there is a change in pay due to the following reasons:
 - Change in pay scale as result of pay commission revision
 - Closure of disciplinary proceedings resulting in change of pay
 - Identification of clerical error hence pay is re-fixed
 - Certain cases where the length of service is modified owing to many reasons including judicial orders, rule change making some service eligible or errors being fixed.



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- Pension Sanctioning Authority (PSA): Head of Office in the Ministry/Department/Office where a Government servant last served/died is the pension sanctioning authority. PSA calculates pension, sanctions it and sends it to AG Office for Authorisation of pension.
- Pension Disbursing Authority: Treasury/sub treasury/Bank is referred as Pension Disbursing Authority as pension, gratuity and commuted value of pension are disbursed to the pensioners from it.
- PSAI: Expanded as Pension System Automation Initiative. It is one of the decentralised pension software applications used to authorise pensionary benefits of the state govt. Employees at some of the field accounts offices of CAG.
- IFMS: Expanded as Integrated Financial Management System. It is an Information Technology based budgeting and accounting system. It is designed to manage budgeting, payment processing, spending, reporting and other options as required by government. Also known as CFMS, IFMIS or IFHRMS in many states.
- HRMS/Exit Module: HRMS is expanded as Human Resources Management System. It is an IT based HR module which manages personal details of all the state government employees and other service-related matters.
- Business Rule Engine: A business rules engine (BRE) is an application that manages decision processes using pre-defined logic to determine outcomes in a production environment. Business rules related to pension quantification can change more frequently than other parts of the application. Rules engines should serve as pluggable software component which execute the business rules such that the business rules are externalized or separated from application. This externalization or separation allows business users to modify the rules without the need for intervention of IT experts for change management.
- Pay Order: Pay order is a financial instrument which is issued by the Pension Disbursing Authority to pay pensioners. Payment orders are not negotiable and even this thing is printed in words on the instrument.
- Authorities: The Pension Payment Order/Gratuity Payment Order/Commutation Payment Order (PPO/GPO/CPO respectively) issued by AG office to departments, treasuries and pensioners are referred as Authorities or Authorisations. Based on these authorities, payment of different pensionary benefits are done.



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1.5 Implementation approach

Two models of implementation is envisaged in CPP, namely Model 1 and Model 2. In model 1 implementation, the entire processing of pension application would take place in CPP. All stakeholders would be part of CPP. The pensioner would submit application for availing pensionary benefits in CPP. This would be sanctioned by DDO/PSA and authorised by AG(A&E) office in . Whereas in model 2 CPP implementation, state government has their own application for receiving application from retiring government servant and for sanctioning pensionary benefits. In model 2 implementation, CPP would interface with state government applications and receive pension case details through API or managed file transfer (MFT). After authorisation by AG(A&E) offices, the pay orders would be sent to state government through API interface or MFT. The entire ecosystem of CPP in both the models of implementation would be web enabled.

The CPP IT solution is proposed to be implemented in two phases in the IA&AD. Two representative groups of field offices have been selected for the purpose of implementation of OIOS project.

- The first group is a set of six '**Pilot offices**'²(**Phase 1**). The implementation in these pilot offices in Stage 1 will assist in validating the design and development of model 2 pension authorisation processes in the CPP solution. In stage 2, CPP will be rolled out in all other AG (A & E) Offices who opted for model 2 implementation.
- In **Phase 2**, the application shall be developed to encompass all the features required in Model 1 and will be customised to the needs of the individual states'.

² Pilot offices are O/o AG (A&E), Telangana, PAG (A&E), Andhra Pradesh, PAG (A&E), Bihar & AG (A&E), Tamil Nadu, O/o AG(A&E), Odisha and O/o PAG(A&E), West Bengal



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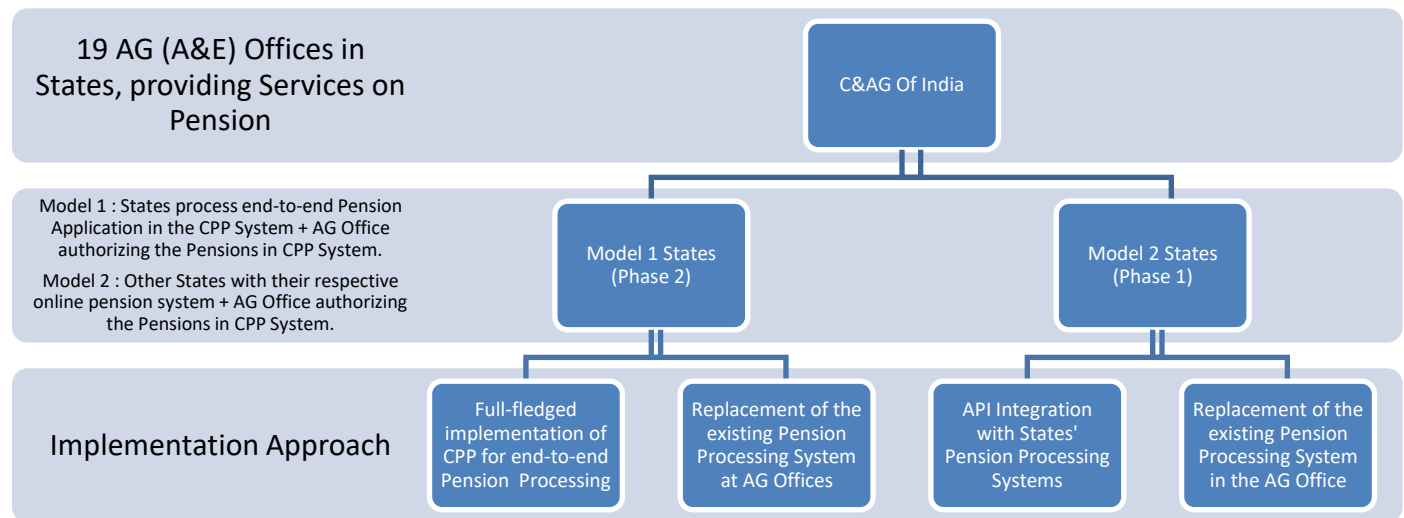


Figure 1 States' current maturity of IT processes and plan of implementing their respective Pension Processing System

1.6 Overview of current basic processes

1.6.1 Original case

The process involves the initiation of pension case, its processing and issuance of PPO and authorities for Gratuity/CVP to the Pension Disbursing Authority and department. Actors involved in these processes and the flow of work is shown below in both tabular and pictorial form.

Process Actor	Description
PSA	Maintain a Pension Register and generate a list on the 1 st January / 1 st July of each year of the employee under his control who will retire within next 30 months.
	Transmit the same to the office of AG (A&E)
	Notify employee up to two years in advance for submission/uploading of required Forms and documents (i.e. Application of Pension, Arrear of Pension Nomination, Photo, Specimen Signature etc. before one year of superannuation.
	On receipt of required documents from retiring employee one year before superannuation start preparation of papers eight months in advance.
	Utilize information from DDO for pension calculation as well as ascertaining Government dues.
	Accord sanction for pension in Single Comprehensive Form and submit the case to AG (A&E) office six months before superannuation.



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	Reply to the query, if any, during the phase of pension processing at AG(A&E) office.
	On receipt of authorities for gratuity and CVP from AG (A&E), generate and present bills to the DDO treasury for payment.
	On receipt of Intimation Letter for PPO from AG (A&E) , facilitate pensioner for appearance in Pension Paying Treasury / Bank with required documents.
Retiring Government Employee	Submit documents as per notice to PSA one year in advance.
	Appear in Treasury / Bank with documents supplied by the PSA for commencement of pension.
AG (A&E) Office	Maintain list of employees to be retired within next 30 months as supplied by the PSA
	Process pension case. Generate query, if any, while processing.
	Generate and transmit PPO to the Pension Disbursing Authority (Treasury / Bank).
	Generate Intimation Letter of PPO for PSA. Generate authorities for Gratuity / CVP and transmit to PSA. Copy of the same also endorsed to DDO Treasury and Pensioner.
	Issue Special Seal Authority to the concerned AG (A&E) office when pension is opted from other State.
	Issue authority to Ministry of External Affair when pension is opted to draw pension from Nepal.
	Issue of authority to concerned Embassy or High Commission when opted to draw pension from other countries (No dearness relief is admissible).
	Keep noting of first payment of pension.
Disbursing Authority	Pension Paying Treasury / Bank, on appearance of the Pensioner, identify and hand over the pensioners' copy of PPO and commence pension.
	Pension Paying Treasury, on commencement of pension, intimate to AG (A&E) office about the first payment of pension.
	On generation of bill by the PSA, make payment for gratuity and CVP.
	Intimate to AG(A&E) Office for noting of first payment of pension, gratuity and CVP.



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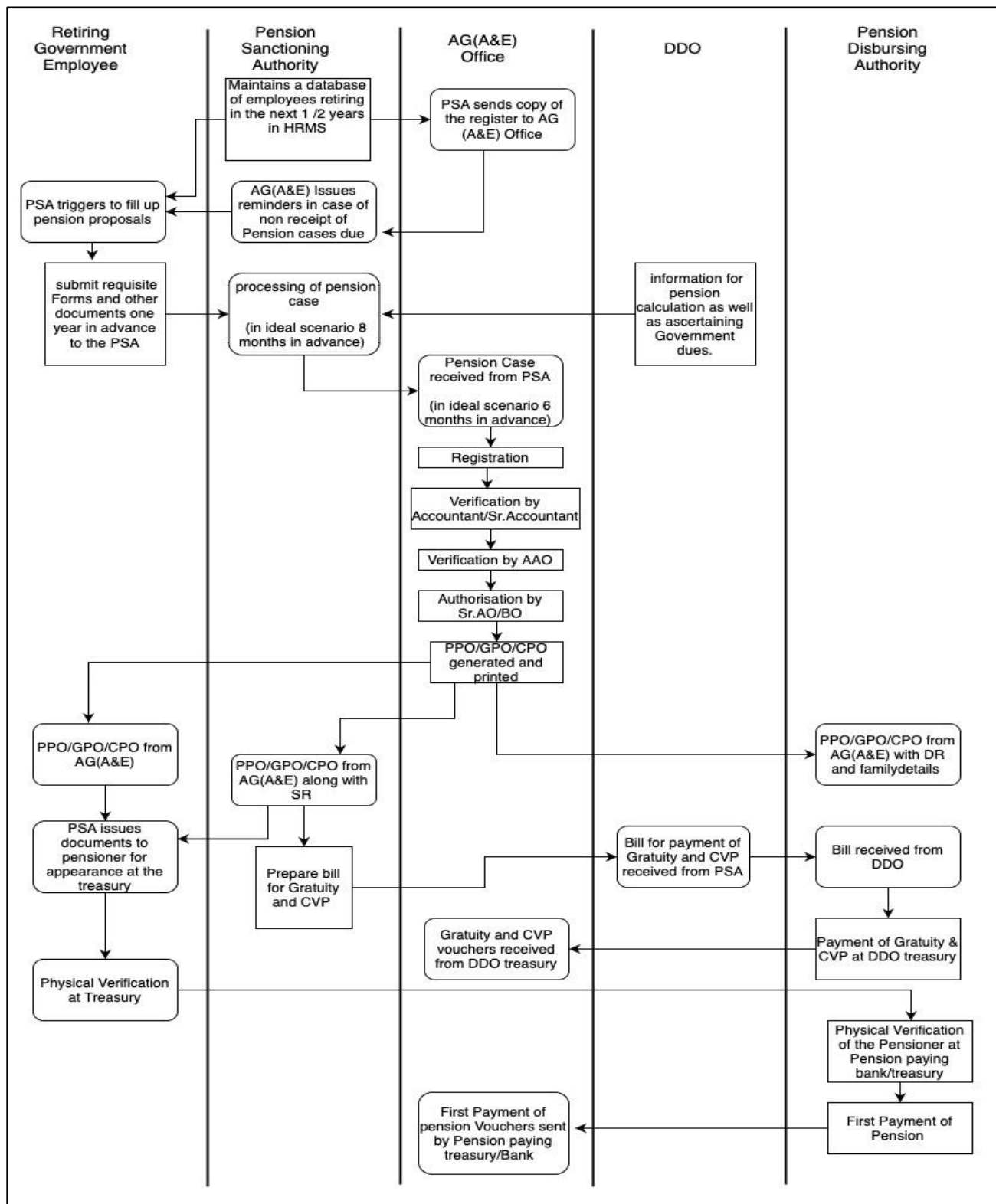


Figure 2 Original pension cases processing



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1.6.2 Family pension case

The process involves the initiation of pension case, its processing and issuance of PPO and authority for Death Gratuity (in case of death during service) to the Pension Disbursing Authority. Actors involved in these processes and the flow of work is shown below in both tabular and pictorial form.

Process Actor	Description
Family Pensioner	Apply for family pension. Submit documents (i.e. Arrear of Pension Nomination, Photo, Specimen Signature etc.) to the PSA.
	Appear in Treasury / Bank with documents supplied by the PSA for commencement of pension.
PSA	On receipt of application for family pension and other documents, process the pension case.
	Utilize information from DDO for pension calculation as well as ascertaining Government dues.
	Transmit the same to the office of AG (A&E)
	Reply to the query, if any, during the phase of pension processing at AG(A&E) office.
	On receipt of authorities for gratuity from AG (A&E), generate and present bills to the DDO treasury for payment.
	On receipt of Intimation Letter for PPO from AG (A&E), facilitate family pensioner for appearance in Pension Paying Treasury / Bank with required documents.
AG (A&E) Office	Process pension case. Generate query, if any, while processing.
	Generate and transmit PPO to the Pension Disbursing Authority (Treasury / Bank).
	Generate Intimation Letter of PPO for PSA. Generate authorities for Death Gratuity where applicable and transmit to PSA. Copy of the same also endorsed to DDO Treasury and Pensioner.
	Issue Special Seal Authority to the concerned AG (A&E) office when pension is opted from other State
	Issue authority to Ministry of External Affair when pension is opted to draw pension from Nepal.
	Issue of authority to concerned Embassy or High Commission when opted to draw pension from other countries (No dearness relief is admissible).
	Keep noting of first payment of pension.
Disbursing Authority	Pension Paying Treasury / Bank, on appearance of the Pensioner, identify and hand over the pensioners' copy of PPO and commence pension.
	Pension Paying Treasury, on commencement of pension, intimate to AG (A&E) office about the first payment of pension.



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	On generation of bill by the PSA, make payment for gratuity and CVP and intimate
	Intimate to AG (A&E) Office for noting of first payment of pension, gratuity and CVP.



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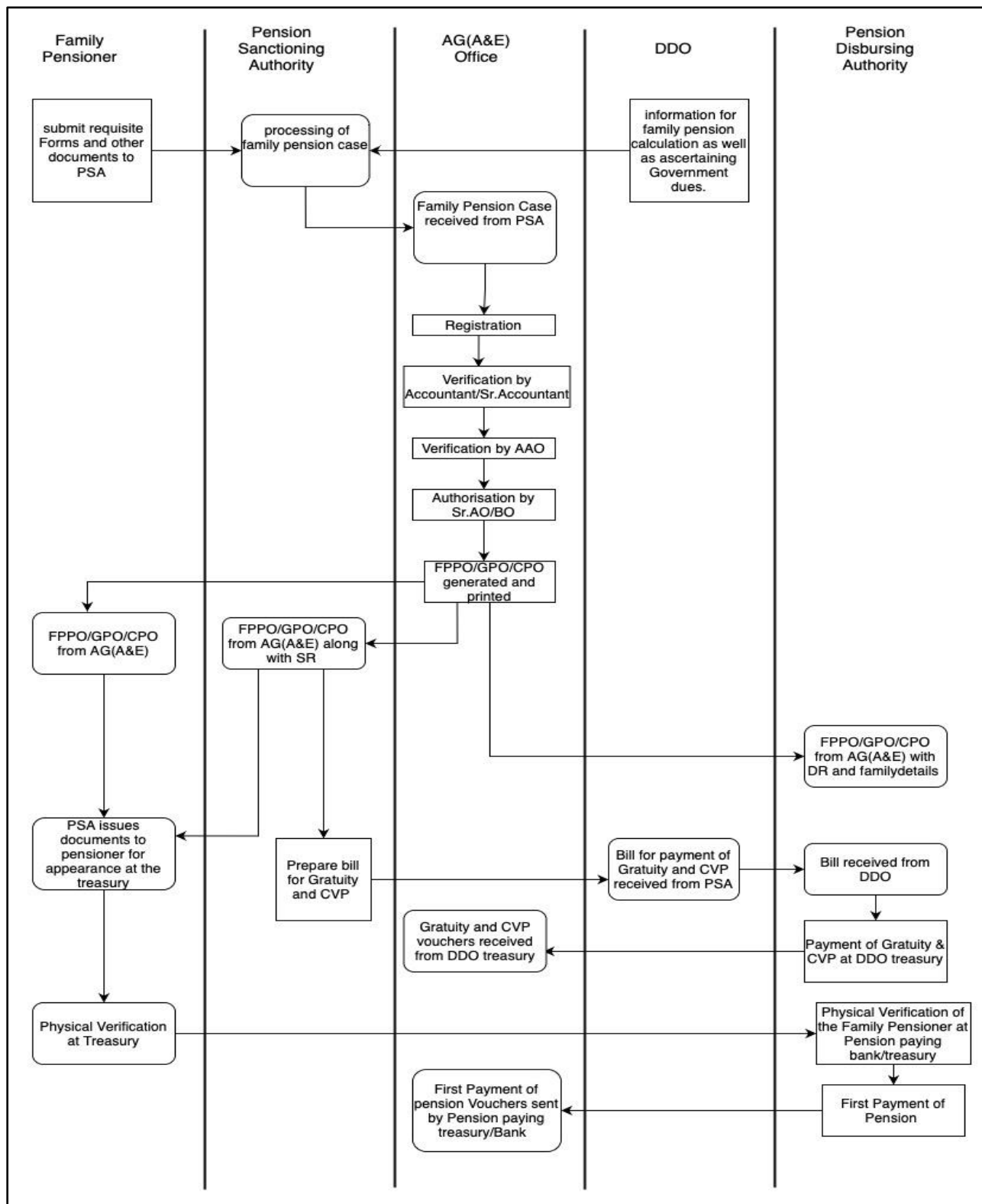


Figure 3 Family pension cases processing



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1.6.3 Revision case

The process involves the initiation of pension case, its processing and issuance of revised PPO to the Pension Disbursing Authority and department. Actors involved in these processes and the flow of work is shown below in both tabular and pictorial form.

Process Actor	Description
Pensioner	Apply for revised pension with documents, as applicable.
	Preserve the endorsed copy of the revised PPO. Produce, if called for by the Disbursing Authority.
PSA	On receipt of application for revised pension case and other documents, process the pension case.
	Utilize information from DDO for pension calculation.
	Transmit the same to the office of AG (A&E)
	Reply to the query, if any, during the phase of pension processing at AG(A&E) office.
	On receipt of revised PPO, preserve.
AG (A&E) Office	Process pension case. Generate query, if any, while processing.
	Generate and transmit revised PPO to the Pension Disbursing Authority (Treasury / Bank).
	Send the endorsed copy of revised PPO to pensioner and the PSA.
	Issue revised Special Seal Authority to the concerned AG (A&E) office when pension is opted from other State
	Issue revised authority to Ministry of External Affair when pension is opted to draw pension from Nepal.
	Issue of revised authority to concerned Embassy or High Commission when opted to draw pension from other countries (No dearness relief is admissible).
Disbursing Authority	Pension Paying Treasury / Bank, on receipt of revised PPO, make payment after adjustment, if any.
	Pension Paying Treasury, on commencement of pension, intimate to AG (A&E) office about the first payment of pension.



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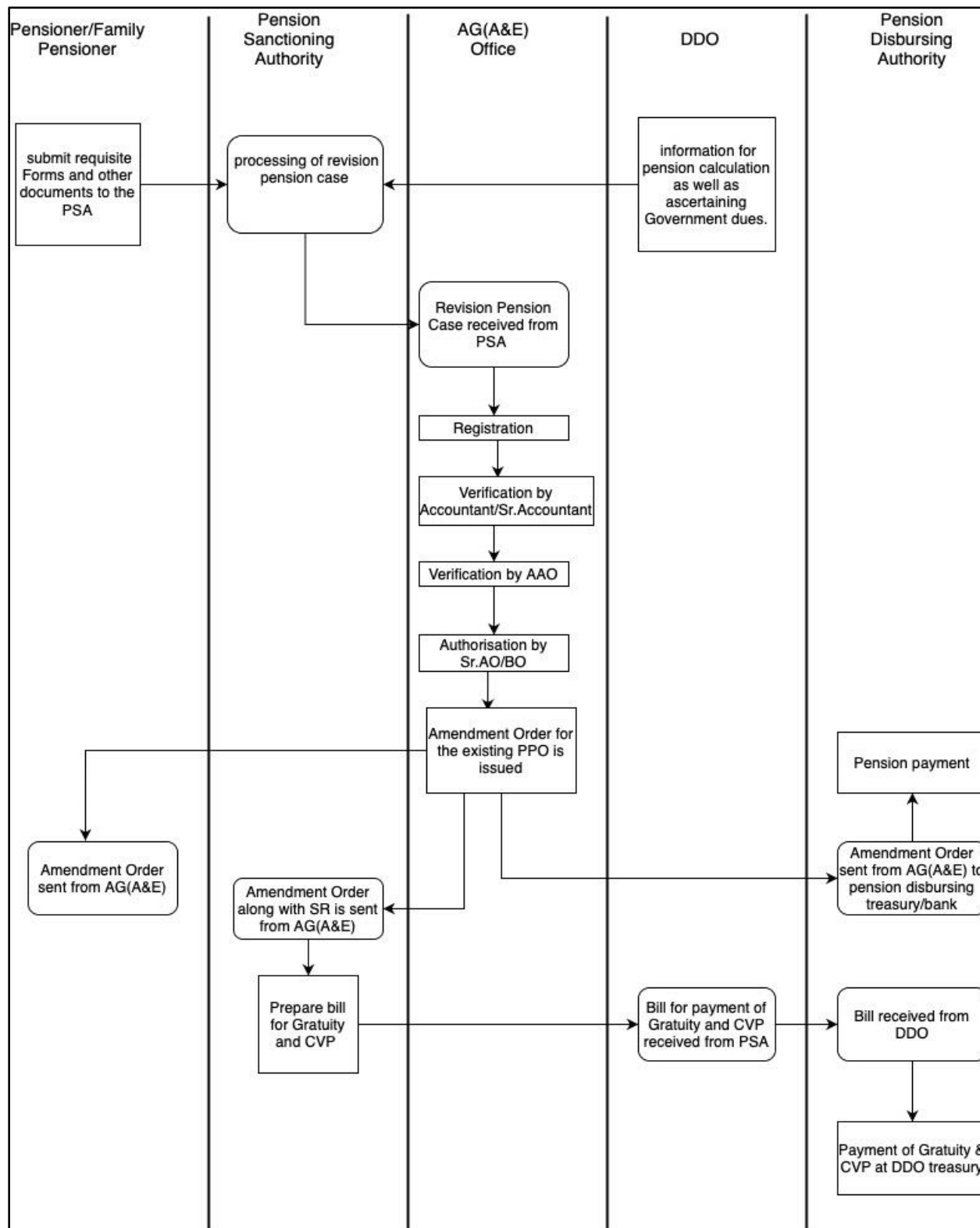


Figure 4 Revision pension cases processing



Phase 1 – Model 2 features

2 Organisation

The headquarters of Indian Audit and Accounts Department is O/o Comptroller & Auditor General of India (C&AG) located at New Delhi. The authorization of pension benefits for each state is done by the AG (A&E) office located in each state. The Government Accounts wing (GA wing) in the O/o C&AG, headed by a Deputy Comptroller & Auditor General (DAI), provides strategic direction and vision for functioning of all AG (A&E) offices. The CPP would provide features for maintaining the internal structure of O/o C&AG and each AG (A&E) office. The internal structure of an office includes posts, the reporting hierarchy, and their related responsibilities (defined by user permissions, roles, etc.). The structure within C&AG office is depicted in blue and the AG (A&E) offices (illustrative) depicted in orange below.

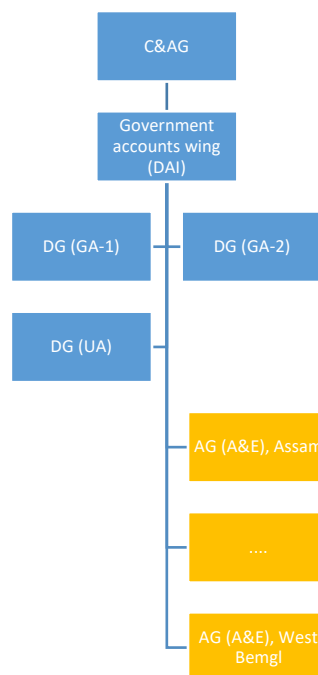


Figure 5 Organisational hierarchy

2.1 AG (A&E) office master

The details of AG (A&E) offices and Government Accounts (GA) wing in C&AG HQ would be maintained as part of CPP. The master list of offices and post hierarchy in GA wing would be maintained by the application administrator in C&AG HQ. However, the organisational structure viz. post hierarchy of an individual AG (A&E) offices would be maintained by an administrator in each AG (A&E) office (office



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administrator). The indicative business data that are to be maintained for each office is enumerated below.

Indicative list of business data that are to be maintained are listed below.

1. Full name (The name varies based on the designation of the head of the department)
2. Standard name (This is a more static name. AG (A&E), Andhra Pradesh, AG (A&E), Haryana)
3. Contact Address – street address, city, state, pin code
4. STD phone number(s)
5. Fax number(s)
6. Email address of the office
7. Monitored by (Director General (GA-1), Director General (GA-2), Director General (UA))
8. Date of formation of office
9. Status of office (Open/Closed)
10. Date of closure of office
11. Grade-wise sanctioned strength within pension wing

2.2 Post hierarchy (within an office)

The hierarchy within AG (A&E) is detailed below.

- An AG (A&E) office is headed by Head of the Department (HoD), who report to DAI (GA).
- Pension group headed by Group officer, who reports to HoD.
- Branches headed by Branch officer (of designation Senior Accounts Officer, SAO) and consists of one or more Sections (reporting to Group officer). They are Level 3 processors.
- Sections headed by Assistant Accounts Officer (AAO) /Supervisors and consists of one or more dealing hands (reporting to respective branches). They are Level 2 processors.
- Dealing Hands (DHs) are Sr. Accountants/Accountants/Clerks/Data Entry Operators (DEOs) (reporting to respective sections). These officials are called Level 1 processors.

The hierarchical structure is meant for segregation of duties and accountability for their activities. An entity in a level is referred in general as a 'post'. An illustrative sample of post hierarchy is depicted below.



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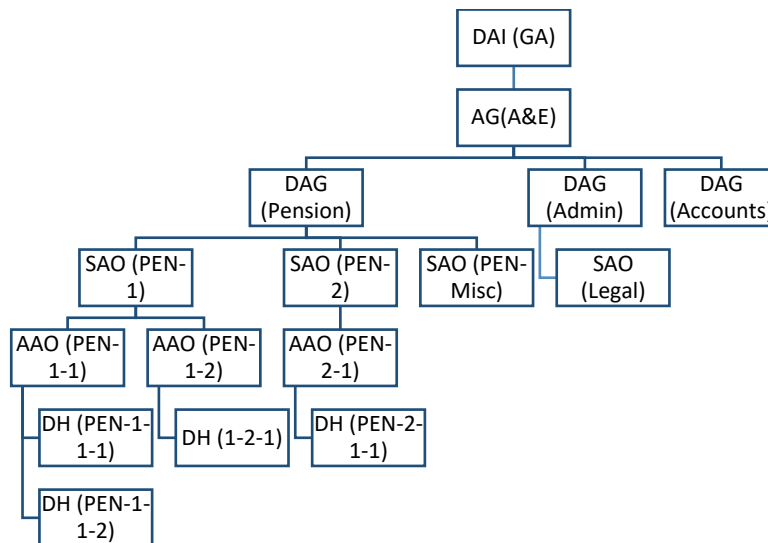


Figure 6 Post hierarchy in an organisation

2.3 Access control

The access control for each of the user is determined by the user permissions/roles associated with a post along with record based permissions, which is explained below.

2.3.1 User permissions

AG (A&E) office has been structured internally to provide for segregation of duties. The first level of logical access control would be through user permissions. The user permissions for each feature would be listed out during the technical design phase. For example, View employee details, Add employee, Modify employee details. This master list is immutable, i.e., it cannot be changed as any addition or modification would require change management in the application. However, administrators responsible for allocation of permissions would be able to view the same.

Indicative business data for user permissions

- Permission id
- Permission name
- Permission description

2.3.2 User Roles

In order to facilitate easy allocation of permissions, CPP would facilitate group of user permissions into meaningful groups which would be referred to as 'User Roles'. This is the second step in configuring logical access control. For example, the user role 'Business rule manager' will be a group of all permissions or permissions that a 'Business rule manager' would have. The master list of user roles would be created and maintained by the 'Application administrator'. It is pertinent that an analogy can be drawn between the actors in each of the process to roles.



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Indicative business data in user role master

1. Name of the user role
2. Description of the user role
3. List of privileges grouped under a role

2.3.3 Record based permissions

It is pertinent to note at this point that the user permission may become further restricted based on record-based permissions. Let us consider the following example. Any office administrator will need the permission to edit phone number of an office. However, the office administrator cannot change phone number of any office other than the one he is nominated to. Hence, the permission of 'Edit office details: Phone number' is to be restricted by record-based permission at an office level.

Further, there might be branches in an AG(A&E) office which is restricted by record-based permission at various levels. Consider the illustration below and the Table which details the permission of viewing pending cases. While the branch SAO (PEN-1) is restricted by record-based permission at branch level, the branch SAO (PEN-MISC) is not restricted by record based permission at branch level, i.e. the branch officer can view all pending cases dealt by SAO (PEN-1), SAO (PEN-2) and its sub-ordinate posts.

Post name	Post level	Reports to	Details
CAG	IAAD	-	Can exercise permission on records related to all offices.
DAI (GA)	IAAD	CAG	Can exercise permission on records related to all offices.
AG(A&E), Assam	Office	DAI (GA)	Can exercise permission on records related to AG (A&E), Assam only.
DAG (Pension)	Office	AG(A&E), Assam	Can exercise permission on records related to AG (A&E), Assam only.
SAO (PEN-Misc)	Office	DAG (Pension)	Can exercise permission on records related to AG (A&E), Assam only.
SAO (PEN-1)	Branch	DAG (Pension)	Can exercise permission on records related to SAO (PEN-1), AAO (PEN-1-1), DH (PEN-1-1-1), DH (PEN-1-1-2), AAO (PEN-1-2) and DH (PEN-1-2-1).
AAO (PEN-1-1)	Section	SAO (PEN-1)	Can exercise permission on records related to AAO (PEN-1-1), DH (PEN-1-1-1) and DH (PEN-1-1-2).
DH (PEN-1-1-1)	Dealing hand	AAO (PEN-1-1)	Can exercise permission on records related to DH (PEN-1-1-1).
DH (PEN-1-1-2)	Dealing hand	AAO (PEN-1-1)	Can exercise permission on records related to DH (PEN-1-1-2).
AAO (PEN-1-2)	Section	SAO (PEN-1)	Can exercise permission on records related to AAO (PEN-1-2) and DH (PEN-1-2-1).
DH (PEN-1-2-1)	Dealing hand	AAO (PEN-1-2)	Can exercise permission on records related to DH (PEN-1-2-1).
SAO (PEN-2)	Branch	DAG (Pension)	Can exercise permission on records related to SAO (PEN-2), AAO (PEN-2-1) and DH (PEN-2-1-1).
AAO (PEN-2-1)	Section	SAO (PEN-2)	Can exercise permission on records related to AAO (PEN-2-1) and DH (PEN-2-1-1).



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DH (PEN-2-1-1)	Dealing hand	AAO (PEN-2-1)	Can exercise permission on records related to DH (PEN-2-1-1).
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Table 1 Record based permission on permission "View Pending Cases"

The mapping between a post to a user role varies from one office to another. A post may be responsible for performing one or more roles. If a post is mapped to more than one role, then, the post would get a 'union' of permissions of all the roles allocated to it. Also, it is important to note that many posts could perform the same role, but with a different jurisdiction (e.g. different set of pension cases)

Indicative business data in post

1. Post id
2. Post name
3. Post description
4. Grades which can occupy post
5. Post level
6. Reports to
7. What are user roles for each charge/post?
8. History of employees who occupied this post

2.4 Summary of actors and activities envisaged in CPP

- **Application administrator**
 - Creates list of AG (A&E) offices for master data management
 - Migrates existing data in CPP
 - Creates user role master
 - Configures (include or exclude) a user permission to an user role
 - Creates office administrator post for each AG (A&E) offices.
 - Posts the office administrator.
 - Create/updates posts in GA wing.
 - Maps user roles with posts in GA wing.
- **CPP application**
 - Maintains list of permissions
- **Office Administrator**
 - Creates/updates posts in the office.
 - Maps user roles with post in the office.

3 Personnel - AG user management

CPP will aid in maintaining a master list of employees including their profile, posting an employee to a post, removing an employee from a post. The detailed requirements regarding this is listed below.



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3.1 Employees master data

CPP must provide features to capture and manage master data relating to AG office users. CPP shall have provision to migrate data from existing legacy database and to create master data afresh (data entry). It is the responsibility of the office administrator to create employee master and to manage it.

Indicative list of business data that are to be captured for master data management are:

1. Unique employee id
2. Name of the employee (First Name, Middle Name, Last Name)
3. Type of employee (Permanent, Temporary, Consultant)
4. Gender
5. Date of birth
6. Date of superannuation
7. PAN number
8. AADHAR number
9. AADHAR-linked Mobile Number
10. Other Contact numbers
11. NIC e-mail ID
12. Present Grade/designation
13. Educational qualification
14. Status of user (Active / Inactive)
15. Date of deactivation
16. Reason for deactivation
17. Is account activated?
18. Date of activation of account by user
19. Documents relating to employee

For permanent employees, the date of deactivation is the date of superannuation by default. In case of earlier retirement / dismissal / suspension, the account may be deactivated by office administrator. Some resources who are temporary and consultant would be hired for a short-term basis. Hence, during creation of user, a date of deactivation may be specified by the office administrator. The CPP should not allow login of users after the date of deactivation (since the user account expires). In case of temporary employees and consultants, the office administrator may choose to extend the user account by updating the date of deactivation.

3.1.1 Summary of actors and activities envisaged in CPP

- **Office Administrator:**
 - Creating employees posted in his office and capturing details of all employees of AG (A&E) office for master data management.
 - Upload existing employee users into CPP
- **CPP application**
 - Sends notification to relevant stakeholders through configured modes.



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3.2 Create an account for AG user

After an employee is added successfully, an email shall be sent to the employees intimating them to create an account. The email shall have user specific URL to activate the account. The URL shall prompt employees to authenticate their identity using mobile OTP and to set up their first-time password. Employee account would be created after authentication and successful setting up of password. Features that would be available in an employee's profile is dealt in section 3.8. The employee should be able to reset his password using 'Forgot password' facility given in the login page of the application.

Password Policy:

- Password must be at least 8-character length.
- Password should be combination of number, one capital letter, one small letter and a special character.
- Password should have validity period.
- Previously used three passwords shall not be used again.

After activating the account, the employee must be able to log in to the CPP application using a two-factor authentication. The first factor is userid (NIC email id) and password. The second factor is OTP received through both SMS and email.

3.2.1 Summary of actors and activities envisaged in CPP

- **Individual employee:**
 - Activates his account based on email received.
 - Authenticates his identity using mobile OTP.
 - Sets up first time password during activation.
 - Logs in user created userid/password and OTP.
- **CPP application**
 - Generates user specific URL for account creation.
 - Sends notification to relevant stakeholders through configured modes.
 - Generates and communicates OTP for authentication.
 - Authenticates and activates the user account.

3.3 Update details of an AG user

All the basic details captured in employee master data can be changed only by office administrator. The email id of employee can be updated if the account is still not activated. All updates done to a user shall be available in the history of an employee's profile.

3.3.1 Summary of actors and activities envisaged in CPP

- **Office administrator** searches and updates an employee details in master data
- **CPP application** captures the updates in history.



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3.4 Post an AG user

An employee can be posted in pension group against an existing vacancy or against a newly created post. This will be an employee's primary charge. The activity of creating a post is dealt in section 2.2. An office administrator shall be able to search for an employee and assign him against a post (if the employee does not hold any post currently). While posting an employee, the office administrator also uploads the posting order (a document). An employee can only be posted after his account is activated. After an employee is posted, all the tasks linked to the post is visible to the employee.

3.4.1 Summary of actors and activities envisaged in CPP

- **Office administrator** links an employee against a post.
- **CPP application**
 - Captures posting order issued by competent authority.
 - Assigns reporting authority as per post hierarchy.

3.5 Additional charge

A post or a charge can be assigned to only one employee. However, an employee might be given multiple charges, which is often termed as 'Additional Charge'. The reason for additional charge may be because of vacancy in a particular charge/post or that another employee in the office is on temporary absence / leave (with or without a standing arrangement). Office administrator shall assign additional charge to an employee based on the order issued by competent authority. An additional charge is assigned to employees who are already posted. CPP shall have the facility to capture the additional charge order from competent authority. After an employee is given additional charge, all the tasks linked to the post is visible to the employee.

3.5.1 Summary of actors and activities envisaged in CPP

- **Office administrator** assigns additional charge to an employee
- **CPP application**
 - Captures additional charge order issued by competent authority
 - Configures work assignment as per post hierarchy

3.6 Setting up out of office

CPP shall have the facility to enable "Set out of office". The out of office status can be enabled by an employee through self-service facility (my profile section) as well as by an office administrator. When an employee's status is "Out of office", the duties and responsibilities would be assigned to another officer, till the employee join back. This is called link charge. Various AG (A&E) offices follow different logic for link charge assignment. Hence the logic for linking charge assignment shall be left to individual offices.

When out of office status is disabled in an employee's profile, the duties and responsibilities would automatically be assigned actual employee.



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3.6.1 Summary of actors and activities envisaged in CPP

- **Employee:**
 - Enables out of office
 - Disables out of office
- **Office administrator:**
 - Enables out of office for a particular employee
 - Disables out of office for a particular employee
- **CPP application**
 - Configures work assignment as per tasks pending with a post.

3.7 Relieving an AG user

CPP shall also have facility to relieve an employee from a post on transfer or on resignation. There can be two types of reliefs - relief from additional charge (s) and relief from primary charge (s). Relieving an employee from a primary charge shall be against an order from competent authority. After relieving an employee, the post becomes vacant and is ready to be occupied by another employee. The pending tasks associated with the post also remains with the post. The office administrator should have the privilege to transfer tasks from one post to another.

3.7.1 Summary of actors and activities envisaged in CPP

- **Office administrator:**
 - Relieves an employee from additional charge.
 - Relieves an employee from primary charge.
 - Transfers tasks from one post to another, wherever necessary.
- **CPP application**
 - Configures work assignment as per post allocation.

3.8 Profile management

After creation of account by an employee, the following features shall be available in their profile:

3.8.1 Change password

An employee must be able to change his password after logging in (whether he/she is posted or not).

3.8.2 Manage pension cases (Inbox, sent items, processed)

Once an employee is posted, an employee should be able view the pending cases in the inbox, status of the cases forwarded for further processing etc. This feature would enable an employee to view status of cases.



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An illustration of how an inbox, sent items, processed case would like is shown below:

Inbox:

S. No	Case id/File Number	Registered date	Due Date for authorisation	No. of days pending with user
1		22/3/2021	21/4/2021	3
2		23/3/2032	22/4/2021	2

Sent cases:

S. No	Case id/File Number	Registered date	Due Date for authorisation	Currently pending with	No. of days taken to process by the user
1		22/3/2021	21/4/2021	AAO	3
2		23/3/2032	22/4/2021	SAO	2

Processed cases:

S. No	Case id/File Number	Registered date	Authorised date	Dispatch date	Processing time in days
1		22/3/2021	16/4/2021	16/4/2021	25
2		23/3/2032	20/4/2021	21/4/2021	28

3.8.3 Notifications

An employee should get notification whenever a new event occurs in his/her profile. An event can be a receipt of new case in the inbox, successful dispatch of a case processed by the user, additional charge assignment etc. All events shall be notified as messages in the profile. The notification menu in an employee's profile should display all the notifications received, sorted by date and time. The employee must be able to set up a time setting to clear notification messages after it is read. For example, Clear read notifications after (x) days.

3.8.4 Dashboard services

Dashboard services in an employee's profile shall facilitate an employee to monitor the pending work, and to self-evaluate their performances. An indicative list of dashboard services are:

1. No. of cases processed (date wise) in the past 30 days
2. Average time taken to process a case
3. Active time during office hour
4. Comparative performance of an employee against average performance of other employees within a section/branch or across an office.

Available dashboard services may vary for different users based on their posts and permissions. This is explained in detail in section 17.2.



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4 Pensioner user management

This section deals with management of pensioners database and user profile created by retiring government servant/pensioner.

4.1 Pensioner data

Pension application that is being used in every office stores the pensioner details and pension case details in their database. The indicative list of data fields and their description are given in section 18.1 and 18.2. These data from the legacy application has to be migrated to CPP through ETL logic.

Each office administrator would port data from the legacy application and validates the same. It would be the responsibility of the system integrator to write ETL logic to migrate the legacy data and validate the same. This ETL logic would be tested in the pre-production and it is the responsibility of the field AG(A&E) offices to sign off ETL logic and the veracity of migrated data. After signing off, the same ETL logic would be used to migrate data during production phase.

4.2 Approve an account for a pensioner

Once a case id/file number is generated, an intimation would be sent via SMS/email. CPP shall allow a user to create account only after a case is successfully registered in the system. Using the case id/file number received through SMS/email, an user can create an account in CPP.

If a legacy pensioner i.e., an existing pensioner wanted to create an account in pensioner portal, he/she can register in the portal and the same would be approved after mobile OTP /email OTP authorisation. If mobile number / email id is not available in the database, then authentication shall be done through Aadhar number in the database. If Aadhar number is also not available in the database, then the user may be advised to update his/her mobile number with DDO/AG for creating an account, through suitable error message/warning message in CPP.

4.3 Approve an account for family pensioners

Similar to service pensioner, a family pension beneficiary can also create an account in CPP. Once a family pension application is received in AG(A&E) office, a case id / file number would be generated during allocation of case. The case id/ file number would be intimated to the family pension applicant through SMS and email. A family pension applicant can create an account after receiving the intimation and generation of case id/file number and authentication through mobile/email OTP.

An existing family pensioner can create an account in CPP, he/she can register in the portal and the same would be approved after mobile OTP /email OTP authorisation. If mobile number / email id is not available in the database, then authentication shall be done through Aadhar number in the database. If Aadhar number is also not available in the database, then the user may be advised to update his/her mobile number with DDO/AG for creating an account, through suitable error message/warning message in CPP.



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4.4 Deactivate an account

An active account can be deactivated if a pensioner or a family pensioner dies, and a request is received from DDO to delete the PPO. If such request is received, the related accounts need to be deactivated. Office administrator shall be able to deactivate an account in CPP.

4.5 Reactivate an account

An account can be reactivated, based on the request received and an user establishes his/her genuine identity. An employee who is identified in an office to carry out this task shall have this feature enabled to reactivate an account. An user may appear in AG office to establish his/her identity and the identified AG office user can reactivate an account.

4.6 Summary of actors and activities envisaged in CPP

- **Pensioner / Family Pensioner**
 - Creates an account after receiving case id/file number intimation
 - Registers for an account in CPP (legacy pensioner)
 - Updates the details like mobile number/aadhar number in AG office and creates an account
- **CPP application**
 - Maintains the pensioner data
 - Sends notification to relevant stakeholders through configured modes.
- **Office administrator/Front office team**
 - Establishes identity of an user who wants to update details
 - Reactivates an account
 - Deactivates account

5 Receive pension case for processing

This section deals with how to receive a pension proposal (loosely referred as pension case) from state government and to create a case id. A complete set of pension proposal consists of following documents:

1. Forwarding letter from department
2. Pension application
3. Annexures and Attachments
4. Other Documents (E.g. Medical certificate for invalid pension)
5. Service Record.

Three different situations may arise here:

1. The entire pension proposal package, including service book (e-SR), forms, etc., was received digitally. In this scenario all forms and service book are available for viewing.



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2. The pension proposal request was received digitally. However, the associated documents such as, service book was received through post or to be received through post.
3. The entire pension proposal package was received manually through post or in person.

It is important to note that scenario 2 and 3 will continue until development of interface with state and complete integration. The physical records would arrive through inward communication arrangement as described in 9.1. Registering a case and generating a case id would be different in all the three scenarios. They are explained below:

5.1 Complete digital case request:

In the first scenario, entire proposal would be received either through API or Manage File Transfer (MFT), including e-SR. A separate digitally signed XML and digitally signed pdf file for each application is envisaged in CPP. This received data or data file will go through ETL process and loaded into CPP. After loading the received data, a case id/File number will be created against successfully loaded cases and reason for failure during porting may be analysed and be fixed internally (to the extent possible). Cases which are not fixable are to be sent back to department for reprocessing.

5.1.1 Summary of actors and activities envisaged in CPP

- **CPP application**
 - Pulls data from state government application
 - Applies ETL process on the pulled data
 - Segregates data into successful and unsuccessful after ETL
 - Pushes unsuccessful data into state government application
 - Determines the Level 1 processor after running the allocation business rule and allocates the case
 - Generates case id for successfully allocated case
- **Application administrator/O&M team**
 - Analyses and finds out reason for failure during porting
 - Routes solvable cases to office administrator

5.2 Partial Digital case request

Till the complete implementation of e-SR in state governments, service record will be received manually, whereas the pension proposal will be received digitally. A case will be considered complete, only if pension proposal containing all data, attachments, annexures and SRs are received in full shape.

Two types of situation may arise here namely,

1. Electronic data received before SR
2. SR received before electronic data



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5.2.1 Receiving data before SR

In this case, the digital data would be received and ported into CPP. A case request id³ would be created against each successfully loaded case. In order to generate case id/file number, SR need to be attached against a case request id.

Employee at inward section would receive the Service record. He would diarise it and search the list of pending case request id with available field like name or employee id. If a case request id is found, he would attach the service record with the available case request id and run the allocation logic to generate case id/file number. The SR would be sent to Level 1 determined as per the allocation logic for processing.

If case request id is not found, it means the SR is received before receiving data. In this case, the service record would be sent to coordination branch for attaching it to case request id on a later date.

5.2.2 Receiving SR before data

As explained in the previous section, SR received at inward section would be diarized and searched for corresponding entry in the list of pending case request id. If there is no corresponding entry against the search, it means the data is not loaded into CPP. Hence the SR would be sent to coordination branch for attaching it to case request id on a later date.

Provision shall be provided in CPP to send SMS and email to department and pensioner, requesting to send the pending SR or digital data.

Illustrative data to be captured in diarizing SR

1. Name of the employee
2. HRMS id/employee id
3. Date of receipt of SR
4. Speed post reference number
5. Letter reference number (if any)
6. Generated number

5.2.3 Summary of actors and activities envisaged in CPP

- **CPP application**
 - Pulls data from state government application
 - Applies ETL process on the pulled data
 - Segregates data into successful and unsuccessful after ETL
 - Pushes unsuccessful data into state government application
 - Generates case request id for successfully loaded data
 - Determines the Level 1 processor after running the allocation business rule and allocates the case

³ Case request id is different from case id: Case request id is an unique number generated against an successfully loaded data. Case id would be generated after attaching a service record to case request id and assigning it to level 1 processor as per allocation logic.



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- Generates case id for successfully allocated case
- **Application administrator/O&M team**
 - Analyses and finds out reason for failure during porting
 - Routes solvable cases to office administrator
- **Inward section**
 - Diarises the received SR
 - Searches the list of pending case request id
 - Attaches the SR against the pending case request id
 - Runs allocation logic for allocation to section
 - Sends SR to Level 1 as per allocation logic
 - Sends SR to coordination branch if case request id is not found
- **Coordination branch**
 - Receives SR from inward section
 - Searches the list of pending case request id
 - Attaches the SR against a case request id
 - Runs allocation logic for allocation to section
 - Sends SR to Level 1 as per allocation logic

5.2.4 Intimation of employees who are about to retire

CPP would need to have a mechanism to verify that all pension proposals are received before due time. In order to achieve this, list of all government employees who will be retiring in the next one year would be requested from state HRMS. If a case is not received in due time⁴, a notification will be sent to Government employee and department to expedite the processing of pension proposal.

5.2.5 Updating a case

A case may undergo update after receiving from department also. In such scenario, department will send an update request. If an update request is received from state, it shall be processed, and the details of the case may be updated. The case has to be reprocessed afresh from level 1 processor, if authorities are not dispatched. If authorities are dispatched, then the issued authorities need to be cancelled and fresh authorities need to be issued after reprocessing.

If the authority has already been issued and there is some requirement of change in the PPO, a formal change request shall come either from the PSA or the Treasury with reason and supporting documents necessitating such changes, along with the PPO, which will then be cancelled and a fresh PPO issued.

5.2.6 Withdraw a case

There are instances where state government department would request AG(A&E) to send back a case for various reasons. This is called withdrawing a case. If a digital request to withdraw a case is received, it would be processed and the branch officer to whom the case is allocated would be intimated. The level 3 processor would pull the case (from whichever stage, the case is in processing) and prepare a return

⁴ Time is state specific and shall be configurable.



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memo to return the case. After processing it further as discussed in section 6.4 to 6.6, the case would be returned as per the request.

5.3 Manual case request

In this scenario the entire case is received manually through post or in person. Here data is to be captured through data entry from pension proposal (called registration screen). After capturing data, allocation logic would follow, and case id/file number would be generated. Complete pension proposal would be sent to Level 1 determined as per allocation logic.

If pension proposal is not complete for some reasons like missing signature or missing documents etc., then the proposal need to be returned to department. CPP shall have facility to capture category of reasons for return, subcategory as well as remarks. It shall be returned to department after approval of authority who have permission to return (state specific).

5.3.1 Summary of actors and activities envisaged in CPP

- **CPP application**
 - Determines the Level 1 processor after running the allocation business rule and allocates the case
 - Generates case id for successfully allocated case
- **Inward section**
 - Diarises the received pension proposal
 - Performs data entry in CPP
 - Runs allocation logic for allocation to section
 - Sends SR to Level 1 as per allocation logic
 - Sends SR to coordination branch if case is to be returned
 - Captures reason category for return
- **Coordination branch**
 - Receives pension proposal from inward section
 - Verifies the reason captured at inward
 - Returns the case, if found incomplete
 - Overrides the decision of inward section, if found complete
 - Runs allocation logic for allocation to section

6 Processing of Pension case

In today's scenario, after receiving and registering a case, it would be received by a unit (Level 1 processor – L1) in a section as per allocation logic of each AG(A&E) office. The pension proposal package (Document set) is a bundle of various documents, such as, forwarding letter, application form, descriptive roll (contains photograph, signature, identification mark etc.), annexures, service book. The processing of a case begins with verification of pension proposal vis-à-vis the service book. Some states follow a structured checklist-based verification and these checklists are state specific. In some states, the scrutiny is based on experience. After carrying out the eligibility checks, a recommendation would be given on



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whether to authorize the case or to return the case to the state Government. The recommendation of L1 processor is captured in the system, forwarded to Level 2 processor (L2). After verification of the case and L1's recommendation, L2 proposes a recommendation on whether to authorize the case or to return the case to the State Government. The L2 user forwards the case to Level 3 processor (L3) for further scrutiny. After carrying out necessary checks and verification by L3, final decision would be taken to either authorize a case or to return a case with a return memo (document). If authorized, authorities (related documents) would be generated in triplicate, signed and dispatched to department, treasury and pensioner. If the case is to be returned for want of more information or document or for rectification of mistakes in the application, the fact would be communicated to department (after L3 seeks approval of his Group officer) through return memo with intimation to pensioner. The entire proposal package would be sent back along with return memo.

In CPP application, as explained in the previous chapter there shall be provision to receive a case digitally and/or manually. The pension proposal thus received then goes through several steps such as, allocation of pension case, scrutiny of pension application, authorisation of pension benefits, delivering authorities and recording of information on payment of pension, etc. The steps explained in detail are part of this chapter.

6.1 Allocation of a case

Once data is successfully loaded into database, case id or file number would be generated. A case needs to be allocated to Level 1 in a section for processing and authorization based on state specific allocation logic. Each state follows different logic for allocation of case and shall be configurable in the business rule.

Illustration of Allocation logic in various states:

1. Andhra Pradesh and Telangana allocates cases to sections on Round Robin basis: Suppose if there are 12 sections from P1 to P12, Level 1 in each section would get a case. A second Level 1 in P1 section will get a case only after allocating 1 case each from P1 to P12 section.
2. Tamil Nadu follows department wise allocation of cases to different sections. Education department is allocated to a particular section, Police department is allocated to a particular section etc.

Thus, the systems must automatically determine the Level 1 processor based on the configuration and allocate the case. Once a case is allocated, notifications are to be sent to relevant stakeholders through alerts and/or SMS and/or email. The Branch Officer i.e., Level 3 processor shall have the privilege in CPP to assign adhoc priority to certain cases (under exceptional circumstances) and move up in the FIFO.

6.1.1 Summary of actors and activities envisaged in CPP

- **Business rule administrator of each state**
 - Configures the business rule for allocation of pension case, wherever necessary.
 - Configures the relevant stakeholders and modes through which notification needs to be sent.



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- **CPP application**

- Determines the Level 1 processor after running the allocation business rule and allocates the case.
- Determines the Level 1 processor on round robin basis (Where no allocation rule is configured) and allocates the case.
- Sends notification to relevant stakeholders through configured modes.

6.2 Processing of pension case (Level 1)

Cases which are allocated to a user shall be available in their respective inbox as pending cases. After allocation of the case to a Level 1 processor in a section, verification of case begins.

6.2.1 Receipt of complete package

In order for the user to begin verification of a case, the complete proposal package must be available.

Three different situations may arise here:

1. The entire pension proposal package, including service book (e-SR), forms, etc., was received digitally. In this scenario all forms and service book are available for viewing.
2. The pension proposal request was received digitally. However, the associated documents such as, service book was received through post or to be received through post.
3. The entire pension proposal package was received manually through post or in person.

It is important to note that scenario 2 and 3 will continue until development of interface with state and complete integration. The physical records would arrive through inward communication arrangement as described in 9.1

In the case of partial / complete package being received physically, CPP shall have provision to capture both date of data migration and date of receipt of other documents such as service book. These dates are important for calculating Key Performance indicators as described in 17.1.2.

6.2.2 Checklists

Once, the complete information is received, the verification begins. The verification of case may be based on a checklist (state specific). In the case of digital receipt of proposal, some of these checks can be automated with the support of a rule. The application must allow for these automated check rules and manual checklists to be incorporated. One sample checklist with some of the checks are illustrated below.



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An illustrative checklist (list of points to be verified) is given below. All of these checks involve comparison of information in the pension case to the details in service book. The extent of automation depends on availability of e-service book and complexity of the point to be verified.

S. No.	Point to be verified	Is it possible to automate?
1	Whether pensioner name in pension application matches the name in service book?	Yes
2	Whether designation of the pensioner matches with that of in service book?	Yes
2.1	If yes, whether last pay drawn in the designation matches with cadre rules of the state?	Yes
3	Whether date of birth of the pensioner matches with that of in service book?	Yes
3.1	If yes, whether age next birthday has been calculated correctly?	Yes
3.2	If yes, whether date of retirement is correct?	Yes
4	Whether date of joining mentioned in the pension application and service book are the same?	Yes
4.1	If yes and If date of joining is after 01-01-2004, set category as 'NPS case'.	Yes
5	Whether date of retirement mentioned in the pension application and service book are the same?	Yes
6	Whether period of qualifying service has been calculated correctly (by comparing details from pension application and service book)	Partially
6.1	If yes, calculate the six-monthly period of qualifying service (SMP)?	Yes
7	Whether period of non-qualifying service has been calculated correctly (by comparing details from pension application and service book)?	Partially
8	Whether period of additional qualifying service has been calculated correctly (by comparing details from pension application and service book)?	Partially
9	Whether net non-qualifying service has been calculated correctly (by comparing details from pension application and service book)?	Partially
10	Whether any other additional/relaxation in qualifying service, applicable under special circumstances, has been calculated correctly? Note: As per rules providing for minimum pension in job contract services and to honour Court orders	No
11	Whether regularization of foreign service/deputation has been done?	State-specific
12	Whether last pay scale is correct?	State-specific
13	Whether last pay drawn in the last pay scale correct?	State-specific
14	Whether valid legal heir certificate has been attached to the pension proposal?	No
15	Whether documents relating to marital status such as affidavit on non-marriage, divorce decree, death certificate of husband, if relevant, has been attached to the pension proposal?	No
16	Whether disability certificate, if relevant has been attached to the pension proposal?	No
17	Whether medical certificate, if relevant has been attached to the pension proposal?	No



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These checks are illustrative and not exhaustive. In the above illustration, several checks are automatically performed while comparing data between the pension application and eSR. However, when service books are received physically, these checks are required to be applied by L1 manually while scrutinising the pension application.

6.2.3 Verification of eligibility and quantum of pension benefits

CPP runs the eligibility and calculation rules based on the rules configured for that state. The result of the execution of rule along with execution log is available for the Level 1 processor for viewing and verification.

6.2.4 Recommendation of the Level 1 processor

Once the verification checks have been performed, there can be two kinds of situations. Firstly, no discrepancy is detected, and the case is found appropriate for authorisation of pension benefits. Secondly, one or more discrepancy(s) have been detected and case needs rectification by the PSA. In the first case, L1 processor will propose to authorise the case and whereas in the second case, he/she will propose to return. There shall be two options for L1, namely, “Propose to authorize” and “Propose to return” (List of values would be provided with the option of exceptional reasons raising up to Group Officer).

In both the cases, Level 1 enters his remarks and sends the case to Level 2 processor (Level 1's reporting authority) for further action. If the decision of level 1 is to return a case, a draft return memo would be generated, relevant details filled and forwarded to level 2. Once a case is forwarded to level 2, the case would be moved from 'Inbox' to 'Sent items' in the L1's user profile. Once a case is allocated to Level 2, notifications are to be sent to relevant stakeholders through alerts and/or SMS and/or email. The date of forwarding of the case to Level 2 is an important parameter for calculating key performance indicators as mentioned in 17.2.

6.2.5 Summary of actors and activities envisaged in CPP

- **Business rule administrator of each state**
 - Configures the business rule for automated checklist, wherever necessary.
 - Configures the business rule for eligibility.
 - Configures the business rule for calculation of pension benefits.
 - Configures the relevant stakeholders and modes through which notification needs to be sent when the case moves from Level 1 to Level 2.
 - Configures configuration parameters relating to calculation of priority and escalation.
- **CPP application**
 - Determines the Level 2 processor based on reporting hierarchy.
 - Runs the automated checklist and produces the results with execution log.
 - Runs the eligibility rule and produces the results with execution log.
 - Runs the calculation rule and produces the results with execution log.
 - Auto-calculate priority based on data points of case such as date of retirement and date of receipt, etc.
 - Sends notification to relevant stakeholders through configured modes.
 - Escalates case based on configured parameters.



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- Maintains history of changes made to the case.
- **Level 1 processor**
 - Views newly allocated cases that are pending action in Inbox.
 - Accepts the case or transfers the case (in case of allocation based on rule only) to another Level 1 processor.
 - Views electronic forms, service book and other case documents wherever integration is complete.
 - Views results of automated checklists.
 - Fills manual checklists.
 - Views results of eligibility rule along with execution log.
 - View results of calculation rule along with execution log.
 - View complete information of cases relating to the same pensioner. Ability to view remarks and calculation sheet of original case (in case of first case) or original and revision cases (in case of subsequent revisions) in one screen.
 - Enters his recommendation based on verification of the case.
 - Chooses to 'Propose to authorise' or 'Propose to return' and sends the case forward to Level 2 processor.
 - Views sent cases which are still under process in 'Sent items'.
 - Views processed cases for which process has been completed in 'Processed cases'.

6.3 Processing of pension case (Level 2)

The cases verified by Level 1 and are submitted to Level 2 are available in the inbox for further verification and processing. The Level 2 verifies the case and work done by Level 1. The features described in 6.2.2 are also available to Level 2 processor. After scrutiny, the L2 user can choose to 'Propose to authorize' or 'Propose to return' the case or 'issue verification report' (discussed in section 6.10)

In both the cases, Level 2 enters his remarks and sends the case to Level 3 processor (Level 2's reporting authority) for further action. Once a case is forwarded to level 3, the case would be moved from 'Inbox' to 'Sent items' in the L2's user profile. Once a case is allocated to Level 3, notifications are to be sent to relevant stakeholders through alerts and/or SMS and/or email. The date of forwarding of the case to Level 3 is an important parameter for calculating key performance indicators as mentioned in 17.2.

6.3.1 Summary of actors and activities envisaged in CPP

- **Business rule administrator of each state**
 - Configures the relevant stakeholders and modes through which notification needs to be sent when the case moves from Level 2 to Level 3.
 - Configures configuration parameters relating to calculation of priority and escalation.
- **CPP application**
 - Determines the Level 3 processor based on reporting hierarchy and allocates case.
 - Auto-calculate priority based on data points of case such as date of retirement and date of receipt, etc.
 - Sends notification to relevant stakeholders through configured modes.



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- Escalates case based on configured parameters.
- Maintains history of changes made to the case.
- **Level 2 processor**
 - Views newly allocated cases that are pending action in Inbox.
 - Views electronic forms, service book and other case documents wherever integration is complete.
 - Views results of automated checklists.
 - Reviews checklist filled by Level 1 processor and the recommendation.
 - Fills or corrects values filled in manual checklists.
 - Views/re-run results of eligibility rule along with execution log.
 - View/re-run results of calculation rule along with execution log.
 - View complete information of cases relating to the same pensioner. Ability to view remarks and calculation sheet of original case (in case of first case) or original and revision cases (in case of subsequent revisions) in one screen.
 - Enters his recommendation based on verification of the case.
 - Chooses to 'Propose to authorise' or 'Propose to return' or 'issue verification report' and sends the case forward to Level 3 processor.
 - Views sent cases which are still under process in 'Sent items'.
 - Views processed cases for which process has been completed in 'Processed cases'.

6.4 Processing of pension case (Level 3)

The cases verified by Level 2 and are submitted to Level 3 are available in the inbox for further verification and processing. The Level 3 verifies the case and work done by Level 1 and Level 2. The features described in 6.2.2 are also available to Level 3 processor. After scrutiny, there can be two scenarios, i.e., the L3 user can choose to 'Authorize the case' or 'Propose to return' or 'issue verification report' the case.

6.4.1 Generation of e-PPO and digital signing

In the first, the Level 3 user does not detect any discrepancy and the case is found appropriate for authorisation of pension benefits ('Authorize the case'). When the Level 3 processor decides to authorize the case, then authorities (PPO/CPO/GPO) are to be generated based on templates (in triplicate) with QR code built in, as detailed in 9.4.1.1 and xml/json files are to be generated. These authorities are to be digitally signed by the Level 3 processor. An entry of authorized pensionary benefits would be made in the service register. In the digital scenario, the entry in eservice book need to be done through integration. In the case of physical service book, a manual recording with signature is done. After this, the Level 3 processor enters his remarks and sends the case to Dispatcher (or Level 3's reporting authority for approval, in case of return). Once a case is forwarded to Dispatcher, the case would be moved from 'Inbox' to 'Sent items' in the L3's user profile. Once a case is allocated to Dispatcher, notifications are to be sent to relevant stakeholders through alerts and/or SMS and/or email. Further, the authorization orders are communicated to state government and digilocker (upon completion of integration). The date of forwarding of the case to Dispatcher is an important parameter for calculating key performance indicators.



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CPP shall have the facility to generate batch file (consisting of multiple payment authorities) and dispatch it to state government through API or MFT. This facility shall be customizable across states in terms of size of batch file and interval at which these batch files are dispatched. e-PPO shall be processed as sanction order, against which payments can be directly made by treasury, without waiting for clearance from department (as no recoveries can be made from pension and recoveries can be made only from gratuity (GPO)). CPP shall have the capability to generate e-sanction (customizable for each state) and push it into the state's payment authority through interface.

Secondly, when the Level 3 processor detects one or more discrepancy(s) and case needs rectification by the PSA, then the case is marked as 'Propose to return'. When the Level 3 processor decides to 'Propose to return', a return memo containing details of verification mismatch is generated. After this, the Level 3 processor enters his remarks and sends the case to Group officer (Level 3's reporting authority) for approval. Once a case is forwarded to Group officer, the case would be moved from 'Inbox' to 'Sent items' in the L3's user profile. Once a case is allocated to Group officer, notifications are to be sent to relevant stakeholders through alerts and/or SMS and/or email. The date of forwarding of the case to Group officer is an important parameter for calculating key performance indicators.

6.4.2 Digital dispatch

If authorities are to be dispatched digitally to treasury and department, then digitally signed xml files and digitally signed authorities in pdf are to be generated as discussed in section 6.4.1. These files are to be pushed into state government application to respective treasury and department. Files which are successfully loaded into state government application will only be made available in pensioner portal. If upload files to state government application has failed, then file will be reprocessed.

6.4.3 Summary of actors and activities envisaged in CPP

- **Business rule administrator of each state**
 - Configures the relevant stakeholders and modes through which notification needs to be sent when the case is authorised by Level 3 processor.
 - Configures the relevant stakeholders and modes through which notification needs to be sent when the case moves from Level 3 to Group officer.
 - Configures the relevant stakeholders and modes through which notification needs to be sent when the case moves from Level 3 to Dispatcher.
 - Configures configuration parameters relating to calculation of priority and escalation.
- **CPP application**
 - Determines the Group officer based on reporting hierarchy and allocates case (when the decision of 'Propose to return' is chosen by Level 3 processor).
 - Auto-calculate priority based on data points of case such as date of retirement and date of receipt, etc.
 - Sends notification to relevant stakeholders through configured modes.
 - Communicates the authorization orders to State Government (wherever the integration is completed).
 - Generates the authorization orders based on templates.
 - Pushes the authorisation and xml files to state government application.



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- Pushes the authorization orders to pensioner's digilocker (after completion of integration).
 - Pushes the authorization (including documents) to HRMS to be added to eservice book.
 - Escalates case based on configured parameters.
 - Maintains history of changes made to the case.
 - Attaches the generated authorities to the case.
- **Level 3 processor**
 - Views newly allocated cases that are pending action in Inbox.
 - Views electronic forms, service book and other case documents wherever integration is complete.
 - Views results of automated checklists.
 - Reviews checklist filled by Level 1 and Level 2 processor and their recommendation.
 - Fills or corrects values filled in manual checklists.
 - View/re-run results of eligibility rule along with execution log.
 - View/re-run results of calculation rule along with execution log.
 - View complete information of cases relating to the same pensioner. Ability to view remarks and calculation sheet of original case (in case of first case) or original and revision cases (in case of subsequent revisions) in one screen.
 - Enters his recommendation based on verification of the case.
 - Chooses to 'Authorize the case'
 - Generate authorities and data file
 - Digitally signs the authorities and data file.
 - Sends the case forward to Dispatcher (Manual dispatch).
 - Sends the case for digital dispatch.
 - View, download and print authorities.
 - Chooses to 'Propose to return' and sends the case forward to Group officer.
 - Views sent cases which are still under process in 'Sent items'.
 - Views processed cases for which process has been completed in 'Processed cases'.

6.5 Group officer

The cases verified by Level 3 and are submitted to Group officer with a decision of 'Propose to return' are available in the inbox for further verification and processing. All cases which are proposed to return would be selected from a list of values (reasons) and a pre-determined subset of this will be sent to Group officer for approval. The Group Officer verifies the case and work done by Level 1, 2 and 3. The features described in 6.2.4 (i.e., option to return a case or authorise) are also available to Group Officer. After scrutiny, there can be two scenarios, i.e., the Group officer can choose to 'Send to authorize the case' or 'Approve to return the case'. In the case where the Group Officer decides to 'Send to authorize the case' (with remarks), the case is allocated back to Level 3 processor. For the return cases that don't go to Group Officer automatically, the latter would be having a dashboard view of such cases Deptt-wise/ Section-wise and can review them by drilling down. A functionality for G.O's review needs to be designed in the system.



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6.5.1 Returning the case

If the decision of Group officer is to return a case, then return memo would be generated or approved and digitally signed using USB token. The template of return memo is given in section 9.4.2. The digitally signed return memo would be dispatched to state government with a copy to pensioner for intimation. Further, notifications are sent to relevant stakeholders through alerts and/or SMS and/or email.

After this, the Group officer enters his remarks and sends the case to Dispatcher (based on pre-defined logic) for approval. Once a case is forwarded to Dispatcher, the case would be moved from 'Inbox' to 'Sent items' in the Group Officer's user profile. Once a case is allocated to Dispatcher, notifications are to be sent to relevant stakeholders through alerts and/or SMS and/or email. The date of forwarding of the case to Dispatcher is an important parameter for calculating key performance indicators as mentioned in <<insert reference>>.

Features Required:

1. Generate Return memo with facility to add reason for return
2. Digital signature using USB token (DSC).
3. Facility to View, Download, Print return memo.
4. Button to move case to dispatch.
5. Review of return cases by GO

6.5.2 Summary of actors and activities envisaged in CPP

- **Business rule administrator of each state**
 - Configures the relevant stakeholders and modes through which notification needs to be sent when the case is authorised by Level 3 processor.
 - Configures the relevant stakeholders and modes through which notification needs to be sent when the case moves from Level 3 to Group officer.
 - Configures the relevant stakeholders and modes through which notification needs to be sent when the case moves from Level 3 to Dispatcher.
 - Configures configuration parameters relating to calculation of priority and escalation.
- **CPP application**
 - Determines the Group officer based on reporting hierarchy and allocates case (when the decision of 'Propose to return' is chosen by Level 3 processor).
 - Auto-calculate priority based on data points of case such as date of retirement and date of receipt, etc.
 - Sends notification to relevant stakeholders through configured modes.
 - Generates the return memo based on template.
 - Communicates the return memo to State Government (wherever the integration is completed).
 - Escalates case based on configured parameters.
 - Maintains history of changes made to the case.
 - Attaches the generated return memo to the case.



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- **Group officer**
 - Views newly allocated cases that are pending action in Inbox.
 - Views electronic forms, service book and other case documents wherever integration is complete.
 - Views results of automated checklists.
 - Reviews checklist filled by Level 1, 2 and 3 processor and their recommendation.
 - Fills or corrects values filled in manual checklists.
 - View/re-run results of eligibility rule along with execution log.
 - View/re-run results of calculation rule along with execution log.
 - View complete information of cases relating to the same pensioner. Ability to view remarks and calculation sheet of original case (in case of first case) or original and revision cases (in case of subsequent revisions) in one screen.
 - Enters his recommendation based on verification of the case.
 - Chooses to 'Return the case' sends the case forward to Dispatcher or 'Send back to authorize the case' to Level 3 processor.
 - Digitally signs the return memo.
 - View, download and print return memo.
 - Views sent cases which are still under process in 'Sent items'.
 - Views processed cases for which process has been completed in 'Processed cases'.

6.6 Delivery of authorization/return memo (Dispatcher)

The dispatch is the final step of the pension process, where the result of processing is communicated to stakeholders. When digital interface is completed between CPP and state government, move to dispatch feature shall automatically generate and push data file in required format along with signed authorities into IFMS system. As pensioners are not part of any interface, manual dispatch to pensioners would continue in this scenario also. Pensioner copy shall be available in the pensioner portal after user registration, for view and download.

6.6.1 Authorization

As discussed in section 6.4.1, when the case is authorized, the PPO/CPO/GPO would be generated, dispatched digitally through CPP-IFMS interface and be made accessible to various stakeholders as follows:

1. e-payment orders and e-descriptive roll (scanned copy) would be made available to single payment authority/treasury for payments.
2. Service book would be dispatched to department manually or through interface (in case of e-SR). e-payment orders would also be accessible to department. Department can pass the information on Non Drawal Certificate (NDC) to treasury for payments in IFMS.
3. Pensioner can also access the e-payment order and the order would be made available in pensioner portal for view and download.



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A digital interface between CPP and IFMS/Treasury application of each state would be developed in phase 1. Till the time digital interface is completely enabled, CPP application shall have provision to dispatch the authorised PPO/CPO/GPO manually.

When level 3 decides to move the case to dispatcher, the entire case would be sent to dispatcher. The pay orders would be printed and the same would be dispatched along with service book. The dispatch details would be recorded in the case. After dispatch, the status of the case would become processed and this would be updated. Case moves to 'Processed cases' in the user profiles of all relevant stakeholders. After dispatch, the status of the case would be set to 'Authorized'.

A digital pension case would be a document in CPP and contains all particulars of a case like pension application, calculation sheet/BR execution log, e-payment orders, e-DR etc. Future modifications/revisions would also be captured in the digital case file. Similarly, any queries like grievances, RTI/Legal cases etc would also be captured in the digital file. The digital pension file would be the single source of truth related to a pension case.

6.6.2 Return memo

When group officer decides to move the case to dispatcher, the entire case would be sent to dispatcher. The return memo would be printed and the same would be dispatched along with service book. The dispatch details would be recorded in the case. After dispatch, the status of the case would become processed and this would be updated (case moves to 'Processed cases' in the user profiles of all relevant stakeholders. Till the time digital interface is completed, return memo is to be dispatched manually to both PSA and pensioner. After dispatch, the status of the case would become returned.

6.6.3 Summary of actors and activities envisaged in CPP

- **Business rule administrator of each state**
 - Configures the relevant stakeholders and modes through which notification needs to be sent when the case is dispatched by dispatcher.
 - Configures configuration parameters relating to calculation of priority and escalation.
- **CPP application**
 - Determines the dispatcher based on pre-defined logic and allocates case.
 - Auto-calculate priority based on data points of case such as date of retirement and date of receipt, etc.
 - Sends notification to relevant stakeholders through configured modes.
 - Escalates case based on configured parameters.
 - Maintains history of changes made to the case.
- **Dispatcher**
 - Views newly allocated cases that are pending action in Inbox.
 - View, download and print authorities/return memo.
 - Capture dispatch details (including speed post reference number and franking reference numbers) in the case
 - Views tracking details related to sent cases.
 - Views tracking details related to processed cases.



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6.7 Monitoring first payment

Once an authority is delivered, the event of first payment of pension is to be recorded in the IFMS system against each authority. This information is also to be captured in CPP application for two purposes, viz., accounting purposes (once pension payment has started) and for determining cases where authorities have become time-barred due to non-payment and thus need re-validation.

The event would be communicated through CPP-IFMS interface and is recorded in the corresponding pension case history. Until such integration, the information will be received through VLC application interface and will be recorded in CPP.

Indicative business data for capturing first payment in CPP application

1. Authority number
2. Voucher number
3. Name
4. Pension amount
5. Pension payment date and reference number
6. Gratuity amount
7. Gratuity payment date and reference number
8. Commutation amount
9. Commutation payment date and reference number
10. Treasury name

6.8 Correction of authority

The request for correction of authority would be received digitally or manually via letter or in person till completion of digital interface. The nature of request would be available as list of values (Major and Minor Correction). All requests from service pensioner/ Government employee/Family pensioner, the request would come through state department only.

If received through post, the request would be diarized at inward, case history would be retrieved, request would be attached to case history and transferred to the same level 1 where the original case was authorized (state specific and configurable in business rule). After scrutinizing the request, the case would be forwarded to level 2 and then to level 3 for approval. If approved, a letter communicating the correction in authority would be communicated to Treasury with intimation to pensioner. In case of non-approval, the fact of non-approval and the reason for the same would be communicated to department with intimation to pensioner. This entire correspondence would be included in the case history.

There could be two different nature of corrections and broadly classified as minor and major correction. This is dealt on a case to case basis. In case of minor correction, the fact of rectification would be communicated through letter. For major corrections, the authority along with service book would be called back, cancelled, and reissued. Any correction in the authorized emoluments would be considered



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as revision of case and hence revision PPO is to be issued. The feature requirements, actors and activities are very similar to those explained in sections 6.1 to 6.7.

6.9 Cancelling of authority

The Cancellation an authority occurs in any of the following situation:

1. Request to change Treasury (within a state)
2. Request to change Pension drawing state (refer section 6.11)
3. Death of a Government servant and non-availability of Family pension beneficiary
4. Legal decision to stop the pension

A request to cancel an authority could be received from Treasury or department. In CPP application, there shall be provision to receive this request both manually (as letter through post) and digitally.

If received manually, it shall be diarized, case history retrieved and allocated to Level 1 as per allocation logic of different state. This request is processed through Level 1, Level 2 and Level 3. Upon approval from Level 3, authority is to be cancelled and the fact of cancellation is to be intimated to department. In certain scenarios, where request type necessitates (Scenario 1), a new PPO needs to be generated and dispatched.

In both the cases, letter and revised authority is to be dispatched manually if received through post and digitally (wherever integration is complete). The feature requirements, actors and activities are very similar to those explained in sections 6.1 to 6.7.

6.10 Verification Report

This is a special type of request from the department, where the department requests AG(A&E) office to issue only a verification report. Verification report contains all details that is found in a pay order except that it is not an authority to pay. Verification report would be sent to department and a copy to the retiring government servant or pensioner. The covering letter from department clearly requests AG to issue only a verification report and the issued authority clearly mentions “Only Verification report issued”.

Verification report is to be dispatched manually if received through post and digitally (wherever integration is complete). The feature requirements, actors and activities are very similar to those explained in sections 6.1 to 6.7.

6.11 Special seal authority cases

When a pensioner wants to get his PPO transferred to another state (from the original state in which he retired), then a special authority is issued called Special Seal Authority (SSA). The request for issuing SSA comes from treasury along with the original PPO authorized. In CPP application, there shall be provision to receive this request both manually (as letter through post) and digitally.



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If received manually, it shall be diarized, case history retrieved and allocated to Level 1 as per allocation logic of different state. This request is processed through Level 1, Level 2 and Level 3. Upon approval from Level 3, authority is to be cancelled and a new special seal authority is to be generated. AG(A&E) office of originating state will cancel the authority, and issue special seal authority to the AG(A&E) office where the pensioner wants to get transferred.

The output generated shall be dispatched - digitally to other AG office through CPP (if it is one of the 19 states covered under CPP) and through email to other AG offices/ state director of pension and to AG offices where CPP is not yet implemented. An intimation would be sent to the pensioner for information. The case history is updated, and status marked as processed. In the case where special seal authority is dispatched digitally to AG (A&E) offices covered under CPP, a new case would be created in the destination office. The feature requirements, actors and activities are very similar to those explained in sections 6.1 to 6.7.

The office which receives Special seal authority either through CPP or through email would initiate a new case to issue pay orders. The feature requirements, actors and activities are very similar to those explained in sections 6.1 to 6.7.

6.12 Re-validation of authority

The authority issued by AG(A&E) office has time validity. The validity period of an authority is state specific. If entitlements were not drawn beyond the validity period, then department/drawing officer can request for revalidation of authority.

Revalidation might include the following:

1. Authorisation of sanction to draw pension arrears, or
2. Re-authorisation of authority (Revised authority), or
3. Both.

CPP application shall have the provision to receive the request for revalidation of authority both manually (through post) and as digital service request. If received manually, it shall be diarized, case history retrieved, allocated to Level 1 following the allocation logic. Once the request is processed, the output could be re-validated authority or sanction to draw pension arrear or both. These shall be sent to dispatch section for dispatch to department with copy to pensioner. The case history shall be updated accordingly and marked as processed.

This request is processed through Level 1, Level 2 and Level 3. After processing, the output generated as per the request shall be dispatched (digitally to department, wherever integration is complete and manually to pensioner), case history updated, and status marked as processed. The feature requirements, actors and activities are very similar to those explained in sections 6.1 to 6.7.



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7 RTI, Legal cases and Adalats

As part of the pension case binder, it is important to associate RTI cases, legal cases and any Adalat requests for easy reference. These are explained in detail below.

7.1 Right to information Act (RTI) requests

CPP would assist in managing process of receipt and response to applications received under the Right to Information Act, 2005. RTI applications would be received in Administration group, as Dy.AG (Administration) is the Chief Public Information Officer (CPIO) in an office. Pension related RTI application would be segregated at CPIO's secretariat, scanned and sent to CPIO in CPP for onward transmission to relevant section.

7.1.1 Create RTI request

The pension related RTI request received at CPIO's secretariat would be scanned (reference document) and uploaded in the RTI module of CPP. After capturing certain details (see indicative list) related to RTI application at CPIO's secretariat, RTI request id would be created and the request would be sent to CPIO for further transmission to relevant sections.

Indicative business data for creating RTI request id in CPP application

1. Letter reference number
2. Date of receipt of RTI application in office
3. Date of receipt of RTI application in pension group
4. RTI applicant details
5. Subject (details of information requested)
6. PPO number (if available in RTI application)
7. Upload document

7.1.2 Transfer RTI request for processing

After creating request id, CPIO transmits the request to Dy. AG(Pension) and an intimation goes to RTI cell, and pension coordination branch. CPP should have the facility to search a PPO or file number/case id and link it to the RTI request id. Once a request id is linked with the PPO, the RTI application should be added to the case history of the PPO. The coordination branch shall transfer the case to the section which processed the case initially. If section could not be found due to some reasons or if the request is a general information related to pension, then the request shall be dealt in the coordination branch itself. The branch officer shall prepare reply to the request.

7.1.3 Prepare and review response

The reply to the RTI application will be prepared in letter format. Any document that is to be attached as part of the reply, will be scanned and attached or downloaded from the case history and attached to the reply. The response will be prepared by the branch officer and forwarded to Dy.AG (pension) for further transmission to CPIO. Till the time the response is approved by competent authority, the letter will be in



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draft stage. CPP shall have the letter head template in which the reply has to be prepared (section 9.4.2). Dy. AG(Pension) prepares the modify the draft (if need be) and transmits the response to CPIO.

7.1.4 Approve and communicate response

The final response will be forwarded to CPIO by pension Group officer for approval. CPIO is the competent authority to approve the reply to RTI applications. After approval, the response cannot be modified. The approved reply to the RTI request letter would be dispatched to the applicant and the status of the RTI request would be closed. The final reply sent would be updated in the case history.

In case of appeal, the response has to be approved by Head of the Department (AG/Pr. AG), as HoD is the appellate authority.

7.1.5 Summary of actors and activities envisaged in CPP

- **CPIO secretariat/RTI cell:**
 - Captures data of the RTI application
 - Scans and uploads the application as reference document
 - Forwards the application to CPIO
- **CPIO**
 - Forwards the RTI request to Dy.AG(Pension)
 - Modifies the reply received from Dy.AG(Pension) (if need be)
 - Approves the draft reply
- **Coordination Branch**
 - Links a request id with the PPO
 - Transmits request to respective section
 - Prepares reply for certain request in the templates
 - Forwards response to Group officer (pension)for review
- **Branch Officer of Pension Processing section**
 - Prepares reply to RTI application in the template
 - Forwards response to Group officer (pension)for review
- **Group officer (pension)**
 - Modifies the reply received from section (if needed)
 - Forwards the final reply to CPIO
- **RTI cell**
 - Dispatches the reply to RTI request manually
 - Close the RTI request after dispatch
- **CPP application**
 - Transfers the application as per the assignment done by coordination branch
 - Maintains versions of response being processed
 - Sends notification to relevant stakeholders through configured modes
 - Appends the approved reply to case history.
 - Provides dashboard to monitor the status and assign priority



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7.2 Legal cases

The litigation in which AG(A&E) office should respond are included in the ambit of legal cases. CPP should have facility to capture the details of legal cases, status of each case, link them with PPO and append them to the case history. Management of legal notices, preparation of responses and filing responses are not within the scope of CPP.

7.2.1 Create, update and view legal case

When an AG(A&E) office receives legal notice, asking to respond, the details are to be captured in CPP. The legal section in AG(A&E) office which deals with such cases is responsible for capturing the details. The status of legal cases should be updated regularly so as that the current status can be verified from CPP.

Since court cases are critical and confidential, very few users should have the permission to view legal case details. It is essential to give this access only to Level 3 officials and above.

Indicative business data for adding a legal case in CPP application

- Reference number (legal notice number)
- Case id (internal reference)
- Type of case (Court, Lok Adalat, tribunal etc.)
- Description
- Current status
- Date of next hearing
- Remarks
- Attachment

7.2.2 Link legal case to a pension case

CPP should have the facility to search a PPO and link it to the legal case id created (refer section 7.2.1). Once a case id is linked with the PPO, the legal case details should be added to the case history of the PPO. The user who has the permission to create legal case id should also have the permission to link a legal case to PPO.

7.2.3 Summary of actors and activities envisaged in CPP

- **Employee of legal section**
 - Captures details of legal case
 - Generates legal case id for internal reference
 - Updates case status after every hearing
 - Searches PPO and links it to the case id
 - Adds the case details and attachments to case history.
- **Level 3 processor/Group officer/HOD**
 - View legal cases associated with any pension case.



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7.3 Adalat

Pension Adalat are conducted in states at regular interval for prompt and quick resolution of pensioner's grievances. The following features shall be available in this sub-module:

- Schedule an Adalat event:
 - Each Adalat should have an unique id to monitor the outcome of each Adalat.
 - Office administrator should have the permission to schedule an Adalat after an order of competent authority
- Receive Grievances
 - After scheduling an Adalat (District wise / Department wise), SMS intimation should be sent to all eligible pensioners for lodging grievances.
 - The pensioner portal in CPP and the mobile application shall have a link enabled to lodge grievance to be redressed in the Adalat.
- Adalat Pre-meeting
 - An advance meeting may be scheduled with PSAs who has more number of pending cases (provisional pension cases). CPP shall facilitate generating the report on returned cases, provisional pension cases, pending cases etc.
- Grievance management:
 - Grievances of pensioner should also be captured during Adalat, if not lodged in advance.
 - If resolving the grievance is the responsibility of AG, then status of resolution of grievance should be monitored.
 - If the action is pending at State Government, the required details may be forwarded to the PSA for further action and monitored for resolution.
 - A dashboard service may be provided to monitor the status of grievances and outcome of the Adalat. (section 17.2)

Indicative business data for scheduling an Adalat

1. Adalat Reference
2. Adalat Date
3. Adalat Place

Indicative business data for grievance management

1. Grievance number
2. Name of the pensioner
3. PPO id available? If yes, PPO number else General grievance
4. Summary of the Grievance
5. Who should resolve?
6. Remarks of AG office
7. Settled (Yes/No)



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7.3.1 Summary of actors and activities envisaged in CPP

- **Office administrator**
 - Schedule an Adalat
 - Close the Adalat
- **Level 2 / Level 3 processor**
 - Capture details of grievances
 - Search and view pensioner's case binder

8 Business rule management

The rules and calculations that determine pension eligibility and benefit are complex. These rules changes as laws of the state governments changes. Hence it is desirable to have configurable business rule, with ability to configure the rules by business users, without having the need for vendor to change the rules. Business rule engine in CPP should be simple for a non-technical employee to manage business rules without having to write code.

8.1 Business rules

Variety of rules for various purposes which are state specific are to be maintained in CPP. Few such business rules are explained below:

8.1.1 Rule for allocation of case

As discussed in section 6.1, pension cases are to be allocated to various sections based on a logic which is state specific. CPP should have facility to manage these states specific allocation rule.

An use case for allocation of pension case is given below:

1. Tamil Nadu (Department wise allocation):

Data Model for allocation

List of fields in pension application form received from state government	Variable in data model
Pension Type	pen-type
Department	dept
Retirement type	ret-type
PPO number	ppo-num
District	dist

```
if ('pen-type'==service pension){  
    if ('dept'=='rev')  
        Allocate to P01 section, ***section allocation based on look up table***  
        DH1                                ***round robin for DH alone***  
}
```



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```
if ('pen-type'==service pension){  
    if ('dept'=='pw') and ('dist'=='CUDD')  
        Allocate to E51 section, ***section allocation based on look up table***  
        DH4 ***round robin for DH alone***  
}
```

2. Andhra Pradesh:

Data Model for allocation

List of fields in pension application form received from state government	Variable in data model
Pension Type	pen-type
Retirement type	ret-type
PPO number	ppo-num

```
if ('pen-type'=='family pension'){  
    Allocate to PM1 section, DH2 ***round robin for DH alone***  
}  
  
if ('pen-type'==service pension){  
    Allocate to P11 section, DH3 ***round robin logic for section and DH***  
}  
  
if ('pen-type'==revision pension){  
    'ppo-num'== '23-017118/SP'  
    Allocate to section and dealing hand which processed original pension case  
}
```

8.1.2 Rule for determining eligibility of entitlement

Each pensioner is eligible for zero or more entitlement(s) based on the type of retirement and number of years of service. Type of retirement and service conditions varies for each state. Rule engine in CPP should be able to configure rule for each type of pension.

An use case for eligibility is given below:

Data model for eligibility

List of fields in pension application form received from state government	Variable in data model
Cadre	cadre
Permanent/Temporary	Per-temp
Retirement type	ret-type
Net qualifying service in (Years, months, days)	nqs-year nqs-month nqs-day

(



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```
if ('cadre' == 'Group 4') { "Not for AG Authorisation" }
else
  If ('per-temp' == 'Temporary') { "Not Eligible" }
else {
  case
    When 'Retirement-type' is 'Superannuation Pension' or 'Invalid Pension' or 'Pro-rata absorption' or
    'Compensation Pension' or 'Compassionate allowance' then
      Execute AP_general_eligibility_rule
    When 'Retirement-type' is 'Voluntary Pension' then
      Execute AP_voluntary_pension_eligibility_rule
    When 'Retirement-type' is 'Provisional Pension' then
      Execute AP_provisional_pension_eligibility_rule
  End;
}
)
*****AP_general_eligibility_criteria_rule*****
(
  if ( 'nqs' is between '10year 00month 00 day' and '33year 00month 00day' ){
    Eligible for
      Service Pension, Death-Cum-Retirement Gratuity, Commuted Value of Pension,
      Enhanced Family Pension, Family Pension
  }
  else if ( 'nqs' is between '05year 00month 00 day' and '9year 11month 29day' ){
    Eligible for
      Service Gratuity, Death-cum-Retirement Gratuity
  }
  else
    Eligible for
      Service Gratuity
  )
)
*****AP_voluntary_pension_eligibility_rule*****
(
  if ( 'nqs' is between '20year 00month 00 day' and '33year 00month 00day' ){
    Eligible for
      Service Pension, Death-Cum-Retirement Gratuity, Commuted Value of Pension,
      Enhanced Family Pension, Family Pension
  }
  else if ( 'nqs' is between '05year 00month 00 day' and '9year 11month 29day' ){
    Eligible for
      Service Gratuity, Death-cum-Retirement Gratuity
  }
  else
    Eligible for
      Service Gratuity
  )
)
*****AP_provisional_pension_eligibility_rule*****
(
```



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```
if ('nqs' is between '10year 00month 00 day' and '33year 00month 00day'){  
    Eligible for  
        Service Pension, Enhanced Family Pension, Family Pension  
}  
else  
    Nil  
)
```

8.1.3 Rule for quantification of entitlement

After determining eligibility for various entitlements, CPP should quantify the amount of entitlements. Business rule for quantification of entitlements will facilitate calculating the amount of pension benefit. An example test case is shown below:

Data model for quantum of pension benefit pension case

List of fields	Variable in data model
Service request	service-request
Employee type	Emp_type
Retirement type	Retirement-type
Name	Name
Date of birth	Dob
Date of retirement	Dor
Net qualifying service in (Years, months, days)	nqs-year nqs-month nqs-day
Last pay drawn	Lpd
Whether willing to commute 40%?	cv_forty
If No, specify fraction (less than one-third)	cv_percent
Case was received on	Date_of_receipt

Pension rule for calculation of entitlements in state Andhra Pradesh

(AP_entitlement_calculation_rule)

Case

```
When 'category' is 'State government employee' then  
    Execute AP_SG_entitlement_calculation_rule  
When 'category' is 'AIS employee' then  
    Execute AP_AIS_entitlement_calculation_rule  
When 'category' is 'Judiciary' then  
    Execute AP_JUD_entitlement_calculation_rule  
When 'category' is 'UGC' then  
    Execute AP_UGC_entitlement_calculation_rule  
When 'category' is 'Freedom fighter' then  
    Execute AP_FF_entitlement_calculation_rule  
When 'category' is 'Burma refugees' then
```



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Execute **AP_Burma_entitlement_calculation_rule**

End;

(AP_SG_entitlement_calculation_rule)

Case

When 'service-request' is 'Issue-of-new-authority' then

Case

When 'retirement-type' is 'Super-annuation' or 'Voluntary-retirement' then

Execute **AP_new_superannuation_rule**

When 'retirement-type' is 'Invalidation' then

Execute **AP_new_invalidation_rule**

When 'retirement-type' is 'Compulsory-retirement' then

Execute **AP_new_compulsory_rule**

When 'retirement-type' is 'Absorption-pro-rata' then

Execute **AP_new_absorption_rule**

When 'retirement-type' is 'Compassionate' then

Execute **AP_new_compassionate_rule**

When 'retirement-type' is 'Compensatory-pension' then

Execute **AP_new_compensatory_rule**

End;

When 'service-request' is 'revision-of-authority' then

Case

When 'retirement-type' is 'Super-annuation' or 'Voluntary-retirement' then

Execute **AP_rev_superannuation_rule**

When 'retirement-type' is 'Invalidation' then

Execute **AP_rev_invalidation_rule**

When 'retirement-type' is 'Compulsory-retirement' then

Execute **AP_rev_compulsory_rule**

When 'retirement-type' is 'Absorption-pro-rata' then

Execute **AP_rev_absorption_rule**

When 'retirement-type' is 'Compassionate' then

Execute **AP_rev_compassionate_rule**

When 'retirement-type' is 'Compensatory-pension' then

Execute **AP_rev_compensatory_rule**

When 'retirement-type' is 'thirty-three-years-completion' then

Execute **AP_rev_compensatory_rule**

End;

End;



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AP_new_superannuation_rule

Calculate	Formula for calculation
Six monthly period (SMP)	$nqs \text{ in years} * 2 + (\text{if } nqs \text{ in months} \geq 3, \text{add one})$
Service pension (Integer after rounding)	$\frac{\text{Min}(66, SMP)}{66} * \frac{\text{Last pay drawn}}{2}$
Enhanced family pension (Integer after rounding)	Service pension (Integer after rounding)
Date of applicability of enhanced family pension (Date)	$\text{Min}(\text{Date of birth} + 65 \text{ years}, \text{Date of retirement} + 7)$
Family pension (Integer after rounding)	30 percent of Last pay drawn
Set commutation value based on the following decision table	
Date of retirement	Commutation value of pension (Integer after rounding)
'dor' is on or after '01-06-2014'	{if (cv_forty is yes, 40, cv_percent)} percent of Service pension (Integer after rounding) * commutation factor for (age as on dor + 1) from cv_factor_rps_2015 table
'dor' is between '01-07-2013' and '31-05-2014'	{if (cv_forty is yes, 40, cv_percent)} percent of Service pension (Integer after rounding) * commutation factor for (age as on dor + 1) from cv_factor_rps_2010 table
'dor' is between '01-02-2010' and '30-06-2013'	{if (cv_forty is yes, 40, cv_percent)} percent of Service pension (Integer after rounding) * commutation factor for (age as on dor + 1) from cv_factor_rps_2010 table
'dor' is between '01-07-2008' and '31-01-2010'	{if (cv_forty is yes, 40, cv_percent)} percent of Service pension (Integer after rounding) * commutation factor for (age as on dor + 1) from cv_factor_rps_2005 table
'dor' is between '01-04-2005' and '30-06-2008'	{if (cv_forty is yes, 40, cv_percent)} percent of Service pension (Integer after rounding) * commutation factor for (age as on dor + 1) from cv_factor_rps_2005 table
'dor' is between '01-07-2003' and '31-03-2005'	{if (cv_forty is yes, 40, cv_percent)} percent of Service pension (Integer after rounding) * commutation factor for (age as on dor + 1) from cv_factor_rps_1999 table
'dor' is between '01-04-1999' and '30-06-2003'	{if (cv_forty is yes, 40, cv_percent)} percent of Service pension (Integer after rounding) * commutation factor for (age as on dor + 1) from cv_factor_rps_1999 table
'dor' is between '01-07-1998' and '31-03-1999'	$\left(\frac{1}{3}\right) * \text{Service pension (Integer after rounding)}$ * commutation factor for (age as on dor + 1) from cv_factor_rps_pre_1999 table
Set DCRG value based on the following decision table	
Date of retirement	DCRG
'dor' is on or after '01-06-2014'	$\text{Min}(12,00,000, \left\{ \frac{\text{lpd} + \text{da_rate for dor from XX_da_rate_table}}{2} * (SMP) \right\})$
'dor' is between '01-07-2013' and '31-05-2014'	$\text{Min}(8,00,000, \left\{ \frac{\text{lpd} + \text{da_rate for dor from XX_da_rate_table}}{4} * (SMP) \right\})$
'dor' is between '01-02-2010' and '30-06-2013'	If (dor between 01.02.2010 to 31.03.2011) then $\text{Min}(7,00,000, \left\{ \frac{\text{lpd} + \text{da_rate for dor from XX_da_rate_table}}{4} * (SMP) \right\})$ else $\text{Min}(8,00,000, \left\{ \frac{\text{lpd} + \text{da_rate for dor from XX_da_rate_table}}{4} * (SMP) \right\})$ end
'dor' is between '01-07-2008' and '31-01-2010'	$\text{Min}(3,50,000, \left\{ \frac{\text{lpd} + \text{da_rate for dor from XX_da_rate_table}}{4} * (SMP) \right\})$
'dor' is between '01-04-2005' and '30-06-2008'	$\text{Min}(3,50,000, \left\{ \frac{\text{lpd} + \text{da_rate for dor from XX_da_rate_table}}{4} * (SMP) \right\})$
'dor' is between '01-07-2003' and '31-03-2005'	$\text{Min}(2,50,000, \left\{ \frac{\text{lpd}}{4} * (SMP) \right\})$



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'dor' is between '01-04-1999' and '30-06-2003'	$\text{Min} (2,50,000, \left\{ \frac{lpd}{4} * (SMP) \right\})$
'dor' is between '01-07-1998' and '31-03-1999'	$\text{Min} (2,50,000, \left\{ \frac{lpd}{4} * (SMP) \right\})$

AP_rev_superannuation_rule (involves only recalculation)

Calculate	Formula for calculation
Service pension (Integer after rounding)	$\frac{\text{Min} (66, SMP)}{60} * \frac{\text{Last pay drawn}}{2}$

8.1.4 Entitlement Accounting Rule

The payment details of first payment and subsequent payments are to be captured as part of entitlement accounting. Currently, only first payments are being captured. After implementation of CPP subsequent payments shall also be captured wherever possible. After digital interface with state government this information shall be received through API or through MFT. Till the time interface is established, the first payments details shall be captured manually through data entry. CPP would need to be configured accordingly.

Illustration

1. Tamil Nadu

In TN the following details are captured as part of first payment details:

- PPO/CPO/GPO number
- Voucher Number
- Payment Date
- Payment Amount

2. Andhra Pradesh and Telangana

In AP and Telangana, following information are captured:

- PPO/CPO/GPO number
- Voucher Number
- Payment Date
- Payment Amount
- Treasury
- Beneficiary name

8.1.5 Automated checks

Different states are in different stages of implementation of e-Service Records (e-SR). After establishing digital interface with State's IFMS, CPP will receive digital data and e-SR through interface. In such scenarios, CPP should perform certain automated checks between data fields in application and data fields in e-SR. These checks are state specific and shall be configurable. States shall have facility to add any new automated checklist and included the same in BRE for checking for processing cases in the future. In case



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of new addition of manual checklist item, the same shall be configurable and applicable to the future cases. An illustrative list of checks that can be automated is explained in section 6.2.2.

8.1.6 Data validation rule

These rules assist in validation of data in various stages viz. receiving digital data through integration, data entry etc.

Illustration

- If the pensioner category is freedom fighter, Department Code is not mandatory/applicable.
- If Aadhar number and Pan Number is mandatory then Aadhar number should be 12 digits, Pan number should consist of 10 digits (first 5 digits alphabet, next 4 digits number and last digit alphabet)

8.1.7 Prioritisation of cases

CPP shall business rule to prioritise a case and bring it forward from the FIFO order. This ensures that cases which are received late and due for retirement early are prioritised, deviating from the FIFO order.

Illustration

- Case A was received on 30-06-2021 and due for retirement on 31-08-2021.
- Case B was received on 12-07-2021 and due for retirement on 31-07-2021.

In FIFO order, case A would be processed first. The BRE logic for processing a case should bring case B forward in the list. This ensures the case is processed before the date of retirement.

8.2 Rule management

Each state will have set of employees who will manage rules for that state and their user role is 'Rule Managers'. There shall be facility to maintain a catalogue of rules in BRE and to manage it. Access to catalogue will be based on user roles and permissions. Application administrator shall have permissions to rule catalogue.

Rule managers in each state should be able to create a new rule or modify an existing rule. The rule engine should provide tool for rule managers to test rules before publishing it to live environment. It is pertinent to mention here that modified version of business rules should be applicable only to subsequent cases.

8.2.1 Summary of actors and activities envisaged in CPP

- **Rule Managers**
 - Creates a new rule or modify an existing rule
 - Test the modified rule and Publishes it to live environment
- **CPP application**
 - Sends notification to users through configured modes after publishing a rule to live environment



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9 Communication

This module facilitates both internal communication (within IA&AD) and external communication (outside IAAD, For example, State Government, pensioner etc.). This module is traditionally referred as 'DAK management system'. The communication is received either through e-mail, fax, regular mail (post), in-person. They are then transferred to the relevant dealing hands through a workflow process. After processing the communication received, it is either filed for information or acted upon. The action taken is dispatched through e-mail, fax, regular mail (post). Apart from the above-mentioned communications modes, CPP will also facilitate direct digital communication from/to IFMS application of each state. This will be handled through integration as detailed in 11.1.

9.1 Inward communication (DAK/Receipt)

This sub-module provides a platform to receive communication from outside CPP (from outside and within IAAD) in the following formats:

1. Regular mail (paper-based communication);
2. In-person submission of communication;
3. Fax;
4. E-mail;

9.1.1 Receipt through email

Any letter/communication received through email would need to be diarised and forwarded to sections for action. CPP need to have provision for auto diarising emails forwarded to dedicated email id of internal mail administrator. A DAK entry has to be auto generated from the mail received by internal mail administrator. Once an entry is created, details are to be filed by inward section and forwarded to section after generating reference number.

9.1.2 Receipt through post/fax/in-person

Once a communication is received through post/fax/in-person, the details of the communication are to be captured. An indicative datapoints that are to be captured is given below:



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Indicative business data to be captured while diarizing receipts

1. Reference number (auto generated by CPP)
2. Communication/Letter number
3. Communication/Letter Date
4. Received from category (internal (IA&AD)/external)
5. Type of communication (Categories mentioned below)
6. Sub type of communication (categories mentioned below)
7. Language of the letter

Channel of receipt

8. Received from
9. Received on
10. Remarks
11. Received through (In-person, regular mail, fax, e-mail)
12. Attachments

Pension proposal details

13. Application number
14. HRMS id/Employee id
15. Employee/pensioner name

Indicative Business data relating to Receipts maintained at branch / section / dealing hand

16. Priority: High, Medium, Low
17. Due date for response
18. Status (Duplicate receipt, under process, Filed for information, Response sent)
19. Link to dispatch, if the status is 'Response sent'
20. Link to original receipt, if received as duplicate

The following types and sub types of communication would be received and to be captured during data entry in CPP.

Category	Sub-Category	Remarks	Reference to Section in FRS
Letters	Communication from CAG office	Diarise and send to HoD	
	Named letter to HoD		
	Office letter to HoD		
	Named letter to Group officer	Diarise and send to GO	
	Office letter to GO		
	Other	Ability to add text /remarks	



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New case	Pension proposal along with forwarding letter and service book	Data to be captured from application after generating case request id	Section 5.3
	Service Book		Section 5.2
	Additional documents		
	Special Seal Authority		
	Update pension case		
	Verification Report		
	Withdraw Pension case		
Existing case	PPO Correction request		
	Cancel authority		
	Revalidation		
Leave Salary Contribution/Pension Contribution	Intimation of Deputation		
	Request for claim satisfaction		
	Submission of Valuables		
	Intimation of repatriation		
	Request for DCB		
	Request for initial rate		
Grievance	RTI letter from CPIO		
	Legal case letter from DAG(Admin)		
	Grievance		
	Enquiry		
KMS	New GO		
	New Circular		
Others	Others	Ability to add text /remarks	

The following workflow would need to be provided in CPP and the workflow shall be configurable based on the category and subcategory of communication:

1. Forward: Forwarded to another with/without remarks
2. Transfer: Transfer to another section / employee if does not belong to them. If transfer, no action is pending for the employee.
3. File for information:
4. Duplicate: If marked as duplicate, then the original communication reference number is to be mentioned. (Reference number 78 is duplicate of reference number 12)
5. Prepare response:
6. Create a new case request id: A reference number will be generated and forwarded for data entry of application details.



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9.1.3 Category: General Communications/Letters

A communication received at inward would be diarised by capturing details in the communication. In case of letter/general communications addressed to Head of the Department by name or designation or letter from CAG office, it would be forwarded to HoD. HoD will further forward it with his/her remarks. If the communication is addressed to Group Officer by name or designation, it would be forwarded to GO for further action. GO will forward it to corresponding branch with his/her remarks.

9.1.4 Category: New Case

A case would be considered new, if authorities are not generated against a case. There will be different types of receipts under a new case. The workflow and process for each type would be different and explained below:

9.1.4.1 Pension proposal

As discussed in section 5, a complete set of pension proposal includes a set of documents along with service book. After meta data capture from the forwarding letter, the workflow here is create a case request id. Case request id would be created which will be the reference number. This would be forwarded to pension inward for data entry from pension proposal. After data entry, a case id/reference number would be created, and the pension proposal would be sent to the corresponding section as determined by allocation logic.

9.1.4.2 Service book

As discussed in section 5.2 Partial digital request, SR alone would be received physically, and pension proposal would be received as data. In such scenario, the SR receipt shall be diarised by general inward and transferred to pension inward for further processing. Pension inward would search for the case request id and attach the SR against it. After attaching case request id with service book, case id/file number would be generated, and SR would be forwarded to level 1 as determined by allocation logic. If case request id is not found, it would be forwarded to Coordination branch as discussed in section 5.2.2.

9.1.4.3 Additional documents/update request/withdraw a case

These requests would be received as letter from department against a proposal already sent to AG(A&E) office. After receiving communication, details would be captured. CPP should fetch the case details (i.e., case id or file number) based on the details captured. After generating reference number, it would be forwarded to the section as per the file number. The processing of this request in section is detailed in section 6.2 to 6.6.

9.1.4.4 Special Seal Authority

Special seal authority would be issued against an existing authority. It is considered as new case, because the workflow and process is different. The details would be captured and forwarded to coordination branch after generating reference number. Details of processing special seal authority is discussed in section 6.10

9.1.5 Category: Existing case

If a communication contains PPO number for reference and if PPO number is found in CPP database, then the communication category would be considered as existing case. In such scenario the communication



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received would be diarised and forwarded to the respective section (which processed the case initially) after generating reference number.

9.1.6 Category: Grievance

All communications which require a response to be given to be sender would be considered as grievance category. It can be any of the following type: RTI request, legal case, Grievance, enquiry etc.

9.1.6.1 RTI request and legal cases

These two requests i.e., RTI and legal case would come from Dy.AG (Administration) who is the CPIO and nodal officer to deal with RTI and legal cases. Pension group facilitates functioning of Administration group by providing response or information against a request. A letter would be received from Dy.AG (Admin.) requesting pension group to provide required information. The request would be diarised in the secretariat of Dy.AG (Pension) and forwarded to the group officer after generating the reference number.

The GO in turn would forward the request to corresponding section after his/her remarks. Section 7.1 and 7.2 deals with processing an RTI request and legal case in section.

9.1.6.2 Grievances and enquiry

A grievance/enquiry received through letter/fax would be diarised and reference number generated after capturing all details. Based on the availability of case details, the generated reference would be forwarded to corresponding section or to coordination branch. Processing a grievance in section received through post/email/fax is dealt in section 13.2.

9.1.7 Category: KMS

Documents which are received from state government like Government Orders, Circulars etc. are to be included in the Knowledge management system. These categories of documents are to be forwarded to coordination branch, as they are the owner of the document. Inward section would receive the GO/Circular and generate reference number after capturing details of the letter. After generating reference, it would be forwarded to coordination branch. KMS module is discussed in section 15.

9.1.8 Summary of actors and activities envisaged in CPP

- **Inward Section**
 - Captures details from the letter/communication
 - Scan and attaches the communication/letter as attachment
 - Generates reference number
 - Acts on each DAK as per the workflow configuration for each type
- **Pension inward**
 - Captures application data from pension proposal received manually
 - Generates case id/reference number
 - Determine level 1 processor as per allocation logic and send the case to section
- **CPP application**
 - Generates reference number for each DAK
 - Generates DAK entry from internal mail administrator's inbox
 - Sends notification to relevant stakeholders through configured modes.



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9.2 Outward communication (Dispatch)

This sub-module would provide a platform to send communication outside CPP (internally within IA&AD or to entities that are outside IAAD like state government, pensioners etc.). The dispatch may be sent in one of the two forms namely - paper-based communication or e-mail. Each dispatch should be against a corresponding inward receipt. The sub-module will also assist in monitoring the progress of action taken on the receipt.

After the completion of processing of the receipt, it may be decided that the receipt may be 'filed for information'. In such a case, no further action would be necessary. In other cases, a response would need to be sent to the sender of the receipt and others, wherever necessary. The preparation of draft of the dispatch to be sent may be done in a word processor or auto-generated by using a template stored (refer section 9.4.2) in CPP. The template would contain place holders for static text and dynamic fields which when used will generate a draft version of the reply automatically. This draft is then subjected to a workflow, where approval is sought from competent authority. The response may be 'dispatched' through various channels. Hence, the details regarding the same would be captured.

9.2.1 Dispatch by email

In the case, where the response is dispatched via the regular mail, CPP will track until the dealing hand / section completes the dispatch mechanism. The actual process of mailing from the office in this case is outside scope of CPP.

9.2.2 Outward dispatch receiving by dispatch cell

Letters and authorities which are to be sent physically as hard copy need to be dispatched through post. This section explains the process and workflow of various types of communications.

9.2.2.1 Authorities

The process of generating an authorisation of authorities and sending it to dispatcher is explained in section 6.4.1. Till the time digital dispatch is completely implemented, authorities need to be dispatched physically in triplicate to Treasury, department, and pensioner. Even if digital dispatch is implemented, pensioner copy needs to be dispatched physically as pensioner are not part of any interface.

Dispatcher will receive the case in their pending tasks. Authorities need to be printed in triplicate and dispatch numbers would be generated. Dispatch details would be updated in the case history and the status of the case will be made as processed.



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Indicative business data to be captured while dispatching authorities

- Sent through (Ordinary post, Speed post, email, ePost)
- Sent by
- Sent to (entity type) – Treasury/Bank, State Government, Pensioner/Applicant
- Sent to (specific information) – Name of treasury/bank/DDO Code/Pensioner/Applicant
- Sent to (address) – (Auto filled)
- Dispatch number
- Dispatch date
- Reference number (Speed post reference number, ePost reference number)

9.2.2.2 Letters

In the same way as authorities, letters to various entities like state government, reply to pensioners' grievances etc. are to be dispatched physically. Once a reply to the received letters are approved by competent authority, it needs to be dispatched to senders. Dealing hands i.e., level 1 processors in the section sends the approved reply to dispatch. Level 1 processor will fill in all details like Receiver, Receiver address etc. and forwards the letter to dispatcher.

The dispatch section generates dispatch number and updates the details against the inward entry. A DAK gets closed only when dispatch details are updated against an inward entry.

Indicative business data to be captured while dispatching letters

- Receiver name
- Receiver designation
- Receiver address
- Receiver mobile number, if available
- To be carbon copied? If yes
 - CC name
 - CC address
- Dispatch Number
- Dispatch date

9.2.3 RTI case and Legal case

Reply to information request under RTI act and legal cases are special type of communication, as they are intra office communication to Dy.AG (Admin.). After approval by competent authority, the approved letter may be sent via email or through physical letter. In case of letter, dispatch number and date may be captured against the inward entry and letter sent to Dy.AG (Admin). In case of email, the mode of communication may be captures as email while closing an inward entry.



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9.2.4 Summary of actors and activities envisaged in CPP

- **Level processor (in case of letter)**
 - Captures receiver details except dispatch number and date
 - Forwards to dispatcher
- **Dispatch Section**
 - Generates dispatch number
 - Captures dispatch number and date against an inward entry
 - Updates case history
- **CPP application**
 - Closes a DAK/inward entry once dispatch details are updated
 - Sets status of the case as processed after dispatch details are updated
 - Sends notification to relevant stakeholders through configured modes.

9.3 Managing DAK register

This module helps in tracking the status of DAK like pending or not, if pending with whom, closed or not, if closed what are the dispatch details etc.

9.3.1 Maintaining inward Dak register

Dak inward register will have list of dak that are diarized and forwarded to various officials in the office. Various options like sort by date, sort by pending days, filter by section etc. shall be given in CPP for easy monitoring.

9.3.2 Maintaining outward Dak register

Similar to inward register, an outward register provision shall also be enabled in CPP. This would help in monitoring the dispatch performance like no. of days taken to process an inward request, delay in dispatch etc. Search by inward reference number, search by name and other search fields need to be provided in CPP for easy access to details.

9.3.3 Search, view & print Dak record

As briefed in the previous section, CPP shall have various search options to easily access details. Facility to view the search results, download as pdf, download as excel and print shall also be provided. These will facilitate analysis of performance of inward and dispatch sections outside CPP also.

9.3.4 Dashboards and reports

Various dashboards and reports to monitor and assess performance of individuals and sections may be provided in CPP. This will help in objectively assessing the performance. The details of dashboard requirements are discussed in section 17.2.

9.4 Communication Templates

Various templates are used in the course of business in AG(A&E) offices. Templates which are used in the course of processing pension are detailed below.



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9.4.1 Template types

9.4.1.1 Authorities template

Authorities which are sent to department, treasury and pensioner are sent in a fixed template. Some of the details in the templates are to be auto populated from CPP. A sample copy of authority is shown in Annexure A.1. Refer section 27.1

9.4.1.2 Return memo template

When a case is found to have issues to be rectified, it would need to be intimated to department by issuing a return memo. Return memo (to be prepared in bilingual) would have list of issues to be rectified. A copy of return would also be sent to the retiring government servant or pensioner. A sample of return memo is given below:



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OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E)
ANDHRA PRADESH, HYDERABAD – 500004

P /

DATED :

To

Sir,

Sub: Return of SP/FP/Revision case in respect of _____
_____ Reg.

Ref: Your Lr No: _____ Dt: _____

The SP/FP/Revision case in respect of Sri/Smt/Kum _____
_____ retired/died on _____ are returned along with Service Register
For the following reasons:

1. _____

2. _____

Case may be resubmitted duly supplying the omissions for taking further action

Yours faithfully

Sr. Accounts Officer

Encl: P Ps and S Bs

Copy to:

Asst accounts Officer



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9.4.2 Create and manage word templates for each state

Each office would need to be provided with different word templates with customized letter head for each office. This would be used by each office to prepare letters. CPP would need to provide provision to update the letter, customize the templates whenever necessary.

10 Maintenance of contribution during deputation

This activity is only conducted in few⁵ of the AG (A&E) offices. The Pension Contribution (PC) section of AG (A&E) office is responsible for the recovery of the leave salary contribution (LSC) and pension contribution (PC) of state government employee, who got transferred on deputation to Foreign Service within India and outside India. The state government employees are typically sent to one deputation spell up to a maximum of 3 years (state-specific).

The parent department (department from which the employee is being transferred) sends the details of the deputation to AG (A&E) office. A contribution case is registered for the employee. A new case id is registered every time the employee is deputed. If the case request is received before the completion of Foreign Service, the rates of the contribution is calculated and intimated to the foreign department. When the case request is received after completion of Foreign Service (after reverting to the parent department), a final demand notice is sent to the foreign department. The cut-off date for payment of demands of LSC and PC is also calculated and determined. After the cut-off date, the penal interest is charged.

After raising of the demand, the DD/Cheque is sent to AG (A&E) office by the foreign department as a valuable. This valuable is entered in the CPP and the acknowledgement of receipt of the valuable is sent to the foreign department. The valuable is also sent to the RBI if the valuable is valid, otherwise the valuable is returned to the foreign department for reissue. After realization and completion of payment of LSC, PC and penal interest (if applicable) a claim satisfaction statement is sent to the foreign department.

When the valuables are sent by the foreign department, the department may send one or more valuable in a single dispatch (known as purport). Each valuable may be payment of claims pertaining to one or more CR case. The valuable is scrutinized for validity. If the valuable is not valid, then it is returned to the foreign department.

The valuable is sent as a dispatch to RBI to be processed. The RBI sends back whether the valuable is realized or not. If the valuable is not realized, then it is returned to foreign department.

⁵ Assam, Bihar, Tamil Nadu, Karnataka, Kerala, Odisha, West Bengal, Maharashtra, Meghalaya



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10.1 Registration of a case

On receipt of request from the parent department (before or after the completion of Foreign Service of a state government employee), the case is registered with the details specified in the request. Then, the quantum of LSC and PC rates are calculated based on the calculation rule specified in 27.2.

10.2 Initial rates

On receipt of case request before completion of the Foreign Service, the case is registered, and the initial rates are calculated. This initial rate is intimated to the foreign department.

10.3 Final Demand

On receipt of case request, with date of reversion from the Foreign Service to parent department, the final demand will be calculated. The calculation of final demand needs to be configured through a calculation rule. The final demand is raised to the foreign department.

10.4 Penal Interest

After receipt of final demand, the penal interest at a specific rate (state-specific) per day from the date on which remittance is due till the date of remittance made is to be calculated (business rule). The demand for penal interest is raised to the foreign department.

10.5 Demand Collection and Balance/Excess Remittance

When the parent department sends the intimation on reversion from the Foreign Service, the PC section also receives intimation regarding any remittances that have already been made. An adjustment of the collection thus made is adjusted with demand. When the remittance is less than the demand, then the demand, collection and Balance statement is sent to foreign department. When the remittance is more than the demand, the excess remittance statement is sent to the foreign department. When the remittance is equal to the demand, then a claim satisfaction statement is sent to the foreign department.



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Indicative list of business data that are to be captured for LSC and PC are the following.

1. Case id
2. Unique employee id
3. Name of the employee (First Name, Middle Name, Last Name)
4. Date of birth
5. Parent Department
6. Address of parent department
7. Foreign Department
8. Address of foreign department
9. Date of joining
10. Date of relief
11. Valuables received
12. Details of initial rate
13. Details of final demand
14. Details of penal interest
15. Details of communication received and sent

10.6 Summary of actors and activities envisaged in CPP

- **Business rule administrator of each state**
 - Configures the business rule for calculation of initial rates, final demand, penal interest, demand, collection, and balance.
 - Configures the relevant stakeholders and modes through which notification needs to be sent when the case moves from one level to another.
 - Configures configuration parameters relating to calculation of priority and escalation.
- **CPP application**
 - Runs the calculation rule and produces the results with execution log.
 - Auto-calculate priority based on data points of case such as date of retirement and date of receipt, etc.
 - Sends notification to relevant stakeholders through configured modes.
 - Escalates case based on configured parameters.
 - Maintains history of changes made to the case.
- **Case processors (Level 1, 2 and 3)**
 - Views newly allocated cases that are pending action in Inbox.
 - View results of calculation rule along with execution log.
 - View complete information of cases relating to the same.
 - Enters his recommendation based on verification of the case.
 - Views sent cases which are still under process in 'Sent items'.
 - Views processed cases for which process has been completed in 'Processed cases'.



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- Prepares initial rate, final demand statement, penal interest statement, DCB statement, excess remittance statement, claim satisfaction statement as the situation arises.
- **Dispatcher**
 - Dispatches initial rate, final demand statement, penal interest statement, DCB statement, excess remittance statement, claim satisfaction statement as the situation arises.

11 Integration with other systems

The CPP application requires variety of input information that helps the case processors to make decisions. Similarly, the output of the processing of a pension case needs to be communicated downstream to other applications. Hence, integration with other systems are essential for both inflow and outflow of information. Further, integration is also necessary to utilizing services such as sending email/SMS and digital signing. The details of systems with which integration is necessary and indicative list of points of integration are discussed below.

11.1 Integration with HRMS/IFMS

Each of the 19 AG (A&E) office must interact/integrate with the Integrated Financial/Human resource management systems of their respective states. We require both API based and MFT based integration. In some cases, the integration will start with MFT (JSON) and later transition into an API based migration. This is required for the following reasons (indicative list only).

Inward communication

- Pulling in master data information such as designation, pay scale, PSA wherever necessary
- Receiving pensioner information
- Receiving case requests for pensioners along with form data
- Receive e-service book
- Receive payment of pension entitlement information

Once the information is received, it must pass through an ETL process and error handling at both MFT and ETL must be handled transaction-wise. It is also important to establish protocol to handle erroneous transactions.

Outward communication

- Push authorization entry to e-service book after successful authorization of case.
- Push return memo in case where the case is returned for want of further information / incorrect information.
- Push cancellation of pension authority after cancellation of authority.



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11.2 Integration with internal applications of AG (A&E) offices

Each of the 19 AG (A&E) office has other applications where some information is also relevant for processing of pension cases. This includes loans and advances drawn by the pensioner and the GPF account information. We require MFT based integration for pulling this information. Apart from MFT based integration, we also require the functionalities for uploading loans and advance information and GPF information.

11.2.1 Integration with VLC application (Loans module)

One of the clearances that a pensioner should obtain before sending the pension proposal to AG(A&E) office is Loans clearance certificate (CC) from AG(A&E) office. In the current manual scenario, DDO writes to AG office and obtains the clearance certificate as part of preprocessing of pension application. With implementation of CPP, it is desirable to have CC issued to DDO well in advance or to send it to pension section of AG(A&E) office.

List of Government employees who will retire in the current calendar year would be obtained through IFMS/HRMS. This information would be available to Loans section of AG(A&E) office. Loans section would process the CC of an employee (as per the retirement list) and dispatches it through CPP-IFMS interface by logging into CPP application. MFT based integration is desirable between CPP and VLC to migrate the CC and further transmitting it to state government through CPP-IFMS interface.

11.2.2 Integration with GPF application

The pension proposal received from state government through API or MFT is a combined application form for both pension benefit settlement as well as GPF final settlement. The information related to GPF final settlement would need to be segregated from the proposal and pushed into GPF application through MFT. Similarly after processing the GPF final settlement, payment authority would be generated in the GPF application. This GPF payment authority needs to be pulled from GPF application and dispatched to state government through API or MFT in CPP as batch file at regular interval. The batch file processing shall be customisable (batch size, batch interval) across states.

11.3 SMS integration

CPP must be integrated with service provider (with redundancy of channel and provider) for incoming and outgoing SMS as per business requirements explained in the remaining chapters.

11.4 Email integration

CPP must be integrated with service provider for incoming and outgoing email as per business requirements explained in the remaining chapters.



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11.5 Integration with UIDAI

Aadhaar number has been identified as “Identity Information” under the Aadhaar Act 2016 and can uniquely identify residents in India. CPP application shall provide for API based integration with UIDAI to authentic a person based on Aadhar. Aadhar based mobile OTP verification would be utilized in various modules of CPP to establish identity of a person.

11.6 Integration with Digilocker

Digilocker is an online service provided by Government of India for storing and accessing authentic documents and certificates such as driving license, etc. The orders (ePPO, eGPO and eCkPO) issued by AG (A&E) offices, after authorization of pension cases also belong to this category of authentic documents. In CPP project, we would like to register IAAD as a registered DigiLocker issuer so that the orders can be bulk signed digitally. Further, CPP will consume the API services exposed by Digilocker for pushing the documents during issue of the order. For further reference, please refer to the following link for issuer-API documentation.

<https://partners.digitallocker.gov.in/issure-api.php>

11.7 Integration relating to IFSC code

System should provide for API based integration to retrieve details based on IFSC code. The details to be retrieved are Name of bank, branch, address and MICR code.

12 Services to pensioners/family pensioners

CPP shall provide various services to users in pensioner portal and the available services may vary between registered and unregistered users.

Services available to unregistered users:

- View status of pension application by entering the application number.
- View status of PPO (with speed post details) by entering the PPO reference number.
- Lodge a grievance
- View status of grievance through reference number
- Download authorities / return memo.
- Pension calculator

Services available to registered users

- View status of pension application by entering the application number.
- View status of PPO (with speed post details) by entering the PPO reference number.
- View case history
- Download authorities / return memo.



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- Upload pay orders to digilocker
- Lodge a grievance
- Pension calculator
- Other information boxes

12.1 Pensioner's account in portal

12.1.1 Who can create an account?

CPP pensioner portal shall have facility to create an account for pensioner/family pensioner. Once a case id/file number is generated, an intimation would be sent via SMS/email. CPP shall allow a user to create account only after a case is successfully registered in the system. An existing pensioner can create an account by registering in the portal. Account would be activated by office administrator after verification of details and authentication.

12.1.2 How to create an account for pensioner

Pensioner portal in CPP shall have facility to register an account as Pensioner by giving certain details from the pension application. Permanent Account Number (PAN) shall be a primary detail that would be collected.

An indicative list of details that would be collected in the registration form is given below:

1. Full Name
2. Email id
3. Mobile Number
4. Permanent Account Number
5. Aadhar Number etc.

The PAN detail collected in the registration form would be searched in the registered cases database. If found, the user would be requested to authenticate using mobile number OTP. If authenticated, system shall display “account successfully created” message. After authentication, linking a case to an account would be automatic. If PAN is not found, an error message “Unable to register as your details are not available in the system” may be shown.

12.1.3 How to create an account for family pensioner

There are two ways to create a family pension account in pension portal. In case of fresh family pension cases after implementation of CPP, an user can create account through link sent from CPP after creating a case id or file number. If an existing family pensioner wants to create an account in CPP pension portal, he/she can register for family pension account. Account would be activated by office administrator after verification of details and authentication.



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12.1.4 Deactivation of account

An active account can be deactivated if a pensioner or a family pensioner passes away and a request is received from DDO to delete the PPO. If such request is received, the related accounts needs to be deactivated. Office administrator shall be able to deactivate an account in CPP.

12.1.5 Summary of actors and activities envisaged in CPP

- **User**
 - Creates account through link available in the email or alternatively
 - Creates account through link available in the pensioner portal and fill details in registration form
 - Authenticates his identity using mobile OTP.
 - Sets up first time password during activation.
- **CPP application**
 - Validates the user input provided in registration form
 - Generates and communicates OTP for authentication for valid users
 - Authenticates and activates the user account
 - Links the case automatically to account
 - Sends notification to users through configured modes
 - Displays error message for invalid users

12.2 Services available in registered user account

A registered user shall be able to avail the following services after he logs into his account.

12.2.1 Case Information

A pension case after original authorisation can undergo revision for various reasons. Registered users shall be able to see all the details about their case history. The case history of a user shall have all details of the current and previous authorisations as well.






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Illustration:

A pensioner's case underwent one revision and is currently undergoing second revision:

My case information tile/tab shall display following:

Application No.	PPO No.	Case	Status	Issue Date	View/Download
		Original Service Pension	Authorised and Issued	1/7/2005	View Download 
		Gratuity	Authorised and Issued	1/7/2005	View Download 
		Commutation	Authorised and Issued	1/7/2005	View Download 
		First revised Pension	Authorised and Issued	22/9/2013	View Download
		Second revised Pension	Under Process	NA	NA

12.2.2 Upload pay orders to digilocker

Digilocker is an online service provided by Government of India for storing and accessing authentic documents and certificates such as driving license, etc. The orders (ePPO, eGPO and eCPO) issued by AG (A&E) offices, after authorization of pension cases can be pushed into digilocker. Users should be able to push pay orders into the digilocker. Alternatively, the user can also sign in to digilocker and pull pay orders from CPP application. Refer to section 11.6 for digilocker integration.

12.2.3 View Entitlements

This section shall display all the different types of entitlements, a user is drawing or an user is eligible. An illustration is shown below.



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Illustration:

My Entitlements:

Entitlement Type	Amount	Effective from	Effective up to
Service Pension	₹ 54,000/- plus Dearness Relief	1/7/2021	Death of pensioner
Gratuity	₹ 12,00,000/-	NA	NA
Commutation	₹ 40,00,000/-	NA	NA
Effective Family Pension	₹ 54,000/- plus Dearness Relief	1/7/2021	30/06/2028
Family Pension	₹ 32,400/- plus Dearness Relief	1/7/2028	Death of Family Pensioner

12.2.4 Other Information

Registered users shall also be provided with the following information as information box / value box:

1. An info box to show time remaining for restoration of commutation
2. An info box to show time remaining for enhanced family pension
3. An info box to show remaining validity of PPO, if first payment has not been made
4. An info box to show remaining validity of GPO, if Gratuity is not paid
5. Info boxes showing no. of grievances submitted, no. of grievances resolved and pending

12.2.5 Track Status

These services can be availed by both registered and unregistered users. Users shall be able to only view the status of request, no facility to download or print shall be provided.

12.2.5.1 Status of Application

The status of application shall be shown as dashboard with color coded visualization as the pension files moves through the various users in the AG office. If the case is returned to PSA, then the system shall display a message "Case returned to PSA".

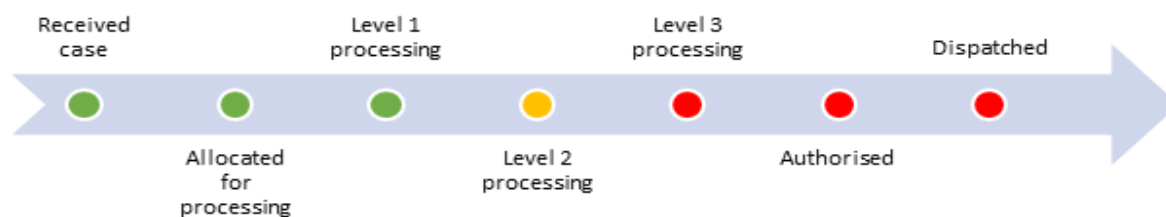


Figure 7 Infographics for case status



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12.2.5.2 Status of Pay orders

This status shall also be available to both registered and unregistered users. The status of the Pay orders (PPO/GPO/CPO) shall be displayed as message in this service. Three different situations may arise here.

1. The pay orders have not yet been generated. The system shall display a message “Pay orders have not yet been generated”.
2. The pay orders have been generated, but not yet been dispatched. In this scenario, the system shall display message “create an account or login to view or download pay orders” for unregistered users and “Click to view/ download” message to registered user.
3. Pay orders have been generated and were dispatched to department and treasury/ Designated Pension Payment authority. Here, the system shall display the speed post tracking number and display a message “Create an account or login to view or download pay orders” for unregistered users and “Click to view/download” message to registered user.

12.3 Pension calculator

This service facilitates a user to calculate expected retirement benefits, calculated from user inputs. The users would fill required details to calculate the benefits.

An indicative list of details required for pension calculator is given below:

1. Date of birth
2. Date of joining service
3. Date of Retirement
4. Last Pay
5. Dearness allowance rate
6. Commutation Percentage

The system shall calculate the retirement benefits based on the user input and display the emoluments. There shall also be a disclaimer that “The emoluments shown above are only for indicative purpose”.

12.3.1 Summary of actors and activities envisaged in CPP

- **User:**
 - Enters necessary details to calculate indicative emoluments
- **CPP application**
 - Validates the details entered by user
 - Displays outcome of the request
 - Displays error message if inputs are invalid



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13 Grievance redressal

Grievance redressal is one of the important services in public service delivery. CPP should have an efficient mechanism for grievance redressal. It is essential to make it user friendly, as the stakeholder who will be using it are senior citizens.

CPP should have facility to receive grievance through different modes as given below:

1. Direct registration of grievance in CPP by pensioner or by someone on behalf of pensioner.
2. Receiving grievance through post.
3. Grievance submission in person (through letter or orally).
4. Receiving grievance through email.
5. Submitting a grievance through WhatsApp or phone. Some offices have dedicated phone number for receiving grievance and for enquiry.
6. Some grievances are forwarded from C&AG office or received from CPGRAMS.

CPP should be able to create an entry for all grievances received through different modes explained above.

13.1 Register a grievance

13.1.1 Direct submission in CPP application:

Any user who visits CPP should be able to lodge a grievance i.e., both registered and unregistered grievance. After submitting a grievance, reference number will be generated which will be unique number for tracking.

An indicative list of details required for pension calculator is given below:

1. Name of complainant
2. Is the complainant and the PPO holder, the same person? If no, then PPO Holder name and address
3. PPO number available? If yes, PPO number. If no, then application number available?
4. Application number available? If yes, application number. If no, then general grievance
5. Category of Grievance
6. Sub Category of Grievance
7. Description of grievance
8. Mobile number
9. Previous reference number, if any
10. Captcha verification
11. Reference document

13.1.2 Receipt through post

If a grievance is received through post, it should be diarized and registered in CPP portal at inward section (refer to section 9.1.6.2). The letter received through post should be scanned and attached as reference



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document. If phone number and email id is available in the letter, then an SMS and email may be sent with reference for further tracking.

13.1.3 Submission in person

When a person appears in straight at office and wanted to lodge a grievance, employees at grievance cell should register the grievance in CPP portal. The grievance may be submitted as letter or orally. In both the case, the grievance is to be registered and the letter (if any) should be scanned and attached as reference documents. The person who appeared at office should be given an acknowledgment Slip containing reference number. An SMS and email should also be sent to the person who is submitting grievance.

13.1.4 Receipt through email

AG(A&E) offices also receives grievances through dedicated email as well as through general office email. CPP should have facility to register these grievances also. Employee who is responsible for managing these emails should register the grievance in CPP portal and send auto generated acknowledgement with reference number through email.

13.1.5 Submission through WhatsApp or phone call

Some of the offices have facility to receive grievances through WhatsApp or phone call through a dedicated phone number. Such grievances should also be registered and processed. Employee who manages the phone number should register the grievance and generate reference number. An SMS acknowledgement with reference number shall be sent.

An indicative list of details required for registering a grievance:

1. Mode of submission: Post, in person, email, WhatsApp, phone call etc.
2. Name of complainant
3. Is the complainant and the PPO holder, the same person? If no, then PPO Holder name and address
4. PPO number available? If yes, PPO number. If no, then general grievance
5. Description of grievance
6. Mobile number
7. Email id
8. Reference document

13.2 Process grievance

After registering the grievance, it should be processed and closed after giving reply to the pensioner. If PPO number is available in the grievance, CPP should automatically forward the grievance to the section which authorised it. If PPO number is not available, it shall be considered as general grievance and forwarded to coordination branch. The logic of forwarding the grievance is state specific and hence CPP



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shall have facility to configure the routing. Grievances related to a PPO and the approved response should be appended to the case history.

The hierarchy of processing a grievance and the approver for each type of grievance is state specific. Therefore, CPP should have facility to configure the hierarchy and approvers for each state. Employees should be notified about receipt of grievances and their status in their profile as pending, processed and closed.

13.3 Closing a grievance

A grievance will be closed if reply is approved and dispatched. Once a response to grievance is approved it should be dispatched to the pensioner who submitted the grievance. The mode of dispatch may be decided based on the mode in which it is received. The status of the grievance should be updated in the portal.

13.4 Track status of grievance

The status of the grievance shall be available in the CPP. Tracking status of a grievance service available to both registered and unregistered users. The approved reply shall be made available in the portal for download in the track status section.

13.4.1 Summary of actors and activities envisaged in CPP

- **User (pensioner)**
 - Enters necessary details and submits grievance
- **Employee at inward/grievance cell**
 - Registers grievance in CPP
 - Generates reference number
 - Generates acknowledgement
- **CPP application**
 - Validates the details entered by user
 - Displays error message if inputs are invalid
 - Generates reference number
 - Sends notification to users through configured modes
 - Send acknowledgement SMS and email with reference number to user
 - Routes grievance to section as per state logic
 - Appends the grievance and reply to the case history

14 Internal Test Audit module

The internal test audit is done by a separate section in each AG(A&E) office. The internal test audit section directly reports to the HOD. They select and conduct audits of individual sections of pension group. It is an activity that happens every year. This sub-module provides a platform to plan and execute internal audit of pension group, issue and follow-up of internal test audit observations. Internal test audit team



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consist of an Sr. Accounts Officer (SAO) named Internal Audit officer (IAO), one or two Assistant Accounts Officer (AAO) and one or two dealing hands. This composition may vary from office to office. An inspection team may be headed by IAO or AAO as decided by HOD. Preparation of annual and quarterly inspection plan by ITA section is outside the scope of this application.

14.1 Create an Inspection assignment

Based on the approved plan, IAO may create an audit assignment in CPP and captures necessary details. Head of the team would run MIS report and section(s) would be selected based on the deficiencies noticed in the report. Cases in the selected section(s) would be selected based on sampling. Sampling cases for scrutiny is out of the scope of CPP. The list of selected cases shall be imported into CPP.

An indicative list of details required for creating an audit assignment:

1. Year of Audit
2. Dates of Inspection
3. Run MIS report
4. Section(s) selected
5. Inspection team composition
6. Audit assignment id (Auto Generated)
7. Cases selected for review

14.2 Create an observation

After selection of case for audit, the case details would be reviewed by dealing hand or AAO, as the case may be. An observation is created in CPP against the inspection id. Necessary details may be captured in CPP and reference documents if any may be scanned and attached against the observation.

14.3 Review observation

An observation raised by dealing hand or AAO would be put up to AAO or IAO, as the case may be for review. During the review of observation, it may be dropped or further modified. It would be finally sent for approval before issuing it to the section.

14.4 Approve observation

An observation can be issued only after approved by head of the inspection team (IAO or AAO as the case may be). At this stage an observation may be dropped or modified or approved for issue.



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14.5 Issue observation and Reply to observation

The observation if approved by head of the team would be issued to the concerned branch officer. The branch officer reviews the observation and prepares reply to observation immediately. If reply cannot be prepared by the end of inspection assignment, then the observation would become part of Inspection report. Branch officer may prepare reply by their own or forwards to section officer to prepare reply, who in turn may forward further down to dealing hand. CPP shall facility to configure this workflow. Reply to observation would be submitted to head of the team by the branch officer.

14.6 Review reply to observation

Head of the inspection team would review the reply to observation received from section and would act upon. If the reply satisfactory, the observation would be dropped. If not, it would become part of Inspection report.

14.7 Inspection Report

Those observations which are not replied or reply to observations which are not satisfactory or incomplete would be marked to Inspection report (IR). IR would be issued to group officer after approval of HoD. Indicative structure of inspection report is given below:



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1. Period covered by the Test Check :
2. Period of Test Check :
3. Date of Issue of Preliminary Objection Slips :
4. Date of receipt of replies to Preliminary Objection Slips :
5. Name of the AAO of ITA who conducted the Test Check :

INTRODUCTORY

1. Personnel :- The following Officers held charge of the Branch/Section during the period noted against each.

Sl.No	Name	Desgn	From	To

2. Cadre Strength of Acctt/Sr. Accountants

Sl No	Cadre	No of persons on rolls	Persons in Position
1.	Sr. Accts / Accts		

3. Duties of the section and quantum of work: The section deals with the verification and finalization of pension cases allotted and related correspondence.
4. Outstanding paras of previous reports of ITA :-
 - (a) Surprise Check Report No.8-1/2017-18 Para No.1

PART-II A

PART-II B

The section may review the cases and compliance reported to ITA.

INTERNAL AUDIT OFFICER

14.8 Summary of actors and activities envisaged in CPP

- **Inspection team**



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- Enters necessary details relating to an audit assignment
 - Generates Audit assignment number
 - Runs MIS reports and selects sections
 - Creates observation
 - Reviews, approves, and issues an observation
- **Branch Officer/Section Officer/Dealing hand**
 - Prepares reply for observation
 - Submits reply to IAO
- **CPP application**
 - Generates observation as per template
 - Prepares Inspection report based on the pending observation as per template
 - Sends notification to users through configured modes

15 Reference documents

During the verification of pension cases, a lot time employees will refer to Acts, various Government Orders, internal manuals etc. These documents guide employees about procedures, instructions related to processing a pension case. CPP would need to provide a platform to have a repository of all relevant documents, manage these documents in a structure manner with ease of access.

15.1 Document repository

This sub module will host all the documents like acts, GOs, Pension Manuals etc. The documents are state specific and CPP would need to configure this module state wise. The office administrator will be the owner of all documents with whose permission only documents can be uploaded into KMS.

Indicative business data relating to General guidance document

1. Document reference number (codified)
2. Document type (Act, GO, Manuals, circulars etc.)
3. Source of the document (Internal, External)
4. If source is internal, who is the Author
5. If external, name of the organisation
6. Date of creation
7. Date of update

15.1.1 Summary of actors and activities envisaged in CPP

- **Office administrator:**
 - Maintains master data
 - Uploads relevant document into KMS after capturing details of the document
- **CPP application**
 - Retrieves document based on keyword search
 - Filters document based on date field



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- Retrieves document from repository based on GO number and GO category

16 Mobile app for pensioner

Providing mobile application to pensioners is part of roadmap to improve public service delivery. CPP would need to have mobile application for pensioners, downloadable from play store and app store i.e., android and iOS based mobile app. The functionalities and services that are to be provided in the mobile app are detailed below.

16.1 Apply for an account/Create an account/Sign in

A pensioner must apply for an account. An account will become active only after approval. Once an account is created, pensioner can avail all the services available to them through mobile app. An account created in web application and activated shall be valid for mobile app also. Pensioner who already created an account in web application shall be able to sign directly without having to create a new account for mobile app. Forgot password or reset password facility shall be available in the login page.

List of services that would be provided in the mobile app are explained in the subsequent sections of this chapter.

16.2 Home page of application

After logging in , the home page of a pensioner shall have the following services

16.2.1 View case information

The case information of a valid PPO number attached to the user account shall be available in this section. It shall provide all case details including initial authorisation as well as subsequent revision if any. This service discussed along with illustration in section 12.2.1

16.2.2 Download Authorities

The pensioner copy of PPO/CPO/GPO shall be made available in this section. Pensioner shall be able to view and download the authority as well as ability to push into digilocker. Th input to download authority shall be authority number or application number.

16.2.3 Grievance redressal

Section 13 details the various methods of submitting a grievance. One such method is submitting it through mobile app. A pensioner can submit a grievance against a PPO number or against an application number or a general grievance. Mobile app shall have facility to submit grievance. List of indicative data to be captured is detailed in section 13.1.1.

16.2.4 Track status

There can be two types track status service:

- Track status of pension application



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- Track status of Grievances

These two services shall be available as visual dashboard services in the mobile app. The application number and grievance reference number shall be linked to an account and the status be available in the homepage.

16.2.5 Dashboard services

Dashboard service may also be provided in the mobile app's home page to have a ready information. The following vale box/ information box may be provided in this service.

1. An info box to show time remaining for restoration of commutation
2. An info box to show time remaining for enhanced family pension
3. An info box to show remaining validity of PPO, if first payment has not been made
4. An info box to show remaining validity of GPO, if Gratuity is not paid
5. Info boxes showing no. of grievances submitted, no. of grievances resolved and pending
6. Status of Application or grievance as visual (If pending with AG(A&E))

16.3 Deactivate an account

An active account can be deactivated if a pensioner or a family pensioner passes away and a request is received from DDO to delete the PPO. If such request is received, the related accounts needs to be deactivated. Office administrator shall be able to deactivate an account in CPP.

16.4 Summary of actors and activities envisaged in CPP

- **Pensioner:**
 - Registers an account
 - Signs in using already created credentials
- **CPP application**
 - Accepts an account and creates an account
 - Provides various services through mobile app

17 Reports and dashboards

The objective of the module is to provide a platform for self-serviced and managed service delivery of MIS reporting and dashboard for the information that is stored as part of CPP. The platform used in CPP should be flexible and user friendly.

17.1 MIS reports

The management information system reports aid the managers at all levels in evaluating the activities of employees, make decisions and monitor progress. The IAAD is presently achieving this by compiling



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various periodical returns and reports (mostly manually) and communicating to relevant stakeholders/managers at various levels.

Current pension applications in use in IAAD have MIS reports generation facility. Some MIS reports are reports where the information is extracted as on a particular date. Some reports behave like an account with opening balance, additions, clearances, and closing balance. Some reports require a time series analysis. Some reports need to be automatically generated in a periodical basis and available for viewing purpose. Others might be generated on an ad-hoc/on-demand basis.

The common reports would be designed and deployed during roll out itself, the office administrators should design and deploy reports that are specific to an office and as required by HoD or Group Officer. The user-interface for designing of the report should be very simple and user friendly.

The MIS reports must be viewable in the web and should be available for download as csv, Excel, and pdf. When the MIS reports are viewed on web, the solution should provide turning on/off visibility of columns, multi-sort, filter builder, grouping functionalities by simple clicks or drag and drops.

17.1.1 List of indicative MIS reports

An indicative list of MIS reports that are required to be provided is discussed below:

- A report on dealing hand wise, section wise, branch wise user diary i.e., user wise case received, verified, processed over a period of time
- A report on no. of grievances/general communications received and disposed
- User diary report on no. of returned cases
- A report on no. of cases processed by an user in a day to monitor his/her performance.
- Report on important grievances like RTI, grievances forwarded by C&AG office, CPGRAMS. Their disposal time. This report is to be maintained like an account i.e., Opening balance, Additions, Disposals and Closing balance.
- Report on performance of inward and dispatch. No. of cases received (case request id generated) and not yet registered (case id not yet generated), No. of cases authorised but authorities not yet dispatched.
- Report on category wise returned cases
- Report on provisional pension cases
- Date wise pending cases with users (dealing hand, section officer, branch officer, group officer)
- Report on cases in which first payment details are pending
- A report on Adalat held and case details with status like pending, settled, no action at AG.

17.1.2 Reports related to Key Result Area

GA wing of C&AG grades all the 20 AG(A&E) offices based on their performance. In the current scenario, each office sends their report manually and GA wing assesses them separately. CPP should have facility to generate report and grade each office automatically. This shall be available as dashboard for GA wing officials.



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KRA shall be automatically generated in CPP without any manual intervention. Government Accounts wing at CAG's office should be able to view performance of any field office and should also be able to compare various offices. Any changes made to KRA report in the future shall be configurable in CPP and the application administrator should have capability to deploy the newly configured reports for all states.

Field offices are also graded based on the KRA performance. CPP shall automatically generate these grades and make it available to CAG's office for comparison across states.

A sample KRA grading sheet and the parameters used for evaluation is given below:

		This Quarter					Last Quarter				
1	Original/Family Pension Cases	OB	Additions	Total	Clearance within 1 Month & % thereof	CB	OB	Additions	Total	Clearance within 1 Month & % thereof	CB
2	Revision Cases	OB	Additions	Total	Clearance within one Month & % thereof	CB	OB	Additions	Total	Clearance within 3 Months & % thereof	CB
3	Disposal of Complaint Cases	OB	Additions	Total	Clearance & % thereof. Within 1 Month 1-2 months >2 months	CB	OB	Additions	Total	Clearance & % thereof. Within 1 Month 1-2 months >2 months	CB

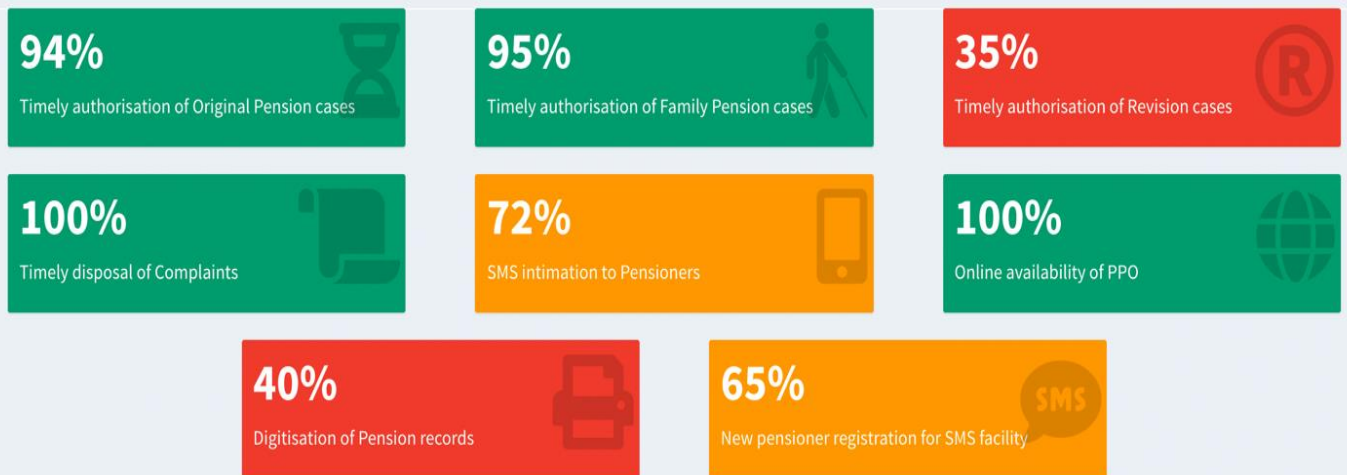
A sample dashboard of summary page of the key performance indicator is shown below:



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Key Performance Indicator - Pension Office of Accountant General (A&E), Telangana



Clicking on each of the summary indicator should lead to finer details and comparisons over a period of time (eg: Last quarter of same year, same quarter of previous year etc.)

17.1.3 Reports relating to pension contribution

- Department wise Breakup of Cheques / DDs received as on a specified date including details of department, Pension Contribution, Leave Salary Contribution, Penal Interest, Sub-total of PC, LSC, PI and Grand Total
- Details of Cheques / DDs received as on a specified date including details of Serial No., Valuable No., Cheque/DD No., Date, Amount, Total

17.2 Dashboards

Dashboards are user interfaces which provides indicators relevant to a particular activity or objective. It visually presents the indicators / measures and consists of multiple reports. It is also interactive and helps the user to play around and view the indicator information as much as he wants. It includes interactive visualisations with ability to produce infographics. The design and development of dashboards is done by the designers, who will deploy the dashboard onto the CPP application. The following functionalities are required.

- Real-time data feed
- Easy visualisation with drag and drop editing.
- Automated data refresh
- Design / build dashboards
- Publication of dashboard
- Drill-down interactions (Granular view)



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- Access control (per user or user groups)

IA&AD is an hierarchical organisation and hence the dashboard service shall also configured hierarchical. This hierarchy was explained in section 2.2. Using this dashboard service, Government Accounts wing in the O/o C&AG should be able to see performance of 20 AG(A&E) office and compare across offices. Head of Department and Group Officer of an office should be able to monitor status of their office. With an office, an official should be able to monitor their organisation unit's performance. Eg: Branch office should be able to monitor their branch's performance status, Section Officer should be able to monitor their section's status and dealing hand should be able to monitor his/her performance.

An indicative list of performance indicators/information box to be provided through dashboard services are given below. Inputs for developing more dashboards would be provided during development phase.

- No. of cases registered in CPP so far as information box (For an HoD, this status should be available at organisation level. For a Branch Officer, this status shall be available at his/her branch level)
- No. of cases processed in CPP so far as information box (Comparative report over months, years etc)
- No. of authorities issued through CPP so far as information box
- Case inflows/ returns/ pendency by Department/ PSA (next level)
- Disciplinary cases/ Cat-II cases with pendency period indicators for generating reminders
- No. of cases processed, group by time taken as chart (provision to filter types of cases)
- No. of cases returned, group by reason for return as chart (provision to filter types of cases)
- No. of Grievances received
- No. of Grievances processed
- No. of Grievances pending
- Attendance performance of organisation
- Inter office comparison of performance (for GA wing). Eg. Average time taken to process cases within target time, % of cases processed beyond target time

18 Indicative business data dictionary

The indicative business dictionary for Phase 1 is detailed in this chapter. The list is indicative and other fields required will be defined during the development phase of the application. Some of the fields are look up fields, i.e., they display a list of pre-defined list of values from which the user can select one item. The feature of maintaining pre-defined list of values of lookup fields must be delegated to application administrator. System should enable the administrator to maintain lookup code and lookup label. Apart from the code and label, the system should allow to maintain states to which it is applicable of "All".

For example. Let us take the case of employer type of a pensioner.

Lookup code	Lookup label	Applicable to states
STGV	State government	All
SPSU	State public sector undertaking	West Bengal; Odisha



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18.1 Pensioner

The following details need to be maintained at the pensioner level is listed below.

Data field	Description
Basic details	
Office code	The code of the AG (A&E) office which is responsible for processing the pensioner
Pensioner's name	Name of the pensioner
Pensioner category	(Lookup field) Category of the pensioner such as State government employee, Family pensioner, State PSU employee, Freedom fighter, AIS employee, High court judge, etc. The category field affects logic governing validation for other fields.
Link to service pensioner	If Pensioner category is Family pensioner, then the original pensioner needs to be linked.
Name of husband/father	The name of husband/father. This is primarily used for identification purposes.
Gender	(Lookup field) Gender of the pensioner such as Male, Female, Others
Date of birth	Date of birth of pensioner
Date of death	Date of death of pensioner
Time of death	Forenoon/Afternoon
GPF account number	General Provident Fund Account Number
PAN	Permanent Account Number
Aadhar number	Unique number issued by UIDAI. Since, this field is to be maintained, AADHAR vault is required.
Religion	(Lookup field) Religion of the pensioner such as Hindu, Christian, Muslim, Sikh, etc.
Contact details	
Permanent address	Multi-line text field containing permanent address of the pensioner
Address after retirement	Multi-line text field containing contact address of the pensioner
Primary mobile number	This mobile number is used for sending SMS alerts and validations
Email id	This email id is used for sending communication via email
Alternate mobile number	Optional alternate number
Other details	Any other additional contact details
Employment details	
Employer type	(Lookup field) Type of employer of the pensioner such as State Government, State public sector undertaking, Non-government
Employer's name	(Master) Name of employer of the pensioner
Post held	The position held by the pensioner with the employer.
Employee id	Identification number as per employer's records
Department code	(Master) The code of the department of employer
Date of appointment	The date of appointment of pensioner
Time of appointment	Forenoon/Afternoon
Date of retirement	The date of retirement of pensioner



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Retirement type	(Lookup field) Type of retirement of the pensioner such as Superannuation, Voluntary, Compulsory, Compassionate, Pro-rata absorption, etc.
DDO Code	(Master) DDO code
Name of last office worked	
Address of last office worked	
Spouse details	
Name of spouse	
Date of birth of spouse	
Age	If dob is not available, approximate age as on date of application.
Commutation details	
Whether willing to commute 40% of pension	(Lookup field) Yes/No
Percentage of commutation	If not 40% of commutation, then how much
Age next birthday	As on date of application
Commutation factor	Decimal factor
Qualifying service details	
Total service	The total service to be captured in terms of X years, Y months and Z days
Period of non-qualifying service	The total service (sub-total from non-qualifying service details) to be captured in terms of X years, Y months and Z days
Qualifying service	The service which is qualifying (Total – Non-qualifying) to be captured in terms of X years, Y months and Z days
Additional qualifying service	The service which is to be added additionally (optional) to be captured in terms of X years, Y months and Z days.
Net qualifying service for pension	The service which is qualifying for calculation of pension entitlements (Total-Non-qualifying+Additional qualifying) to be captured in terms of X years, Y months and Z days.
Last drawn pay details	
Pay matrix level	
Scale of pay	
Minimum of scale	
Pay commission applicable	
Basic	
DA (percent)	
DA (value)	
Special pay	
Personal pay	
Grade pay	
Additional grade pay	
Non-practicing allowance	
Re-employment pay	



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Date upto which eligible for re-employment pay	
Additional details	
DCRG withheld	(Lookup field) Yes/No
Family pension withheld	(Lookup field) Yes/No
Digital data (form)	
Form number	The form number as given by the State Government.
Pension form data	JSON containing form data for the specific form number.
Digital data (e-service book)	
e-service book	JSON containing e-service book details.

18.1.1 Family nomination details

Each pensioner may have zero or more family nomination and the details to be captured are listed below. These details are as on date of application.

Data field	Description
Name of family member	Name of the family member
Date of birth	
Gender	(Lookup field) Gender such as Male, Female, Others
Age	Approximate age as on date of application if DoB is not available
Marital status	(Lookup field) The marital status of the family member such as Single, Married, Widow
Physically handicapped status	(Lookup field) Yes/No
Mentally handicapped status	(Lookup field) Yes/No
Relationship to pensioner	
Minor status	(Lookup field) Minor/Non-minor
Name of guardian	
Relationship of guardian	
Nomination date	
Residential address	

18.1.1.1 Pension entitlement share

The share of entitlement for each entitlement amongst the family members is captured here.

Date field	Description
Entitlement type	(Lookup field) The type of entitlements the pensioner is eligible for such as Service pension, Enhanced family pension, New family pension, Service gratuity, Death cum retirement gratuity, Commuted value of pension, Provisional pension, Freedom fighter pension, etc.
Family member	Reference to family member
Share	Total should sum to 100



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18.1.1.2 Personal identification marks of family member

The personal identification marks of each family member (Minimum 2) is to be captured.

Date field	Description
Details of identification	Detailed description of the identification marks
Aadhar	

18.1.2 Details of non-qualifying service

Each pensioner may have **zero or more** specified periods of non-qualifying service due to one or more reasons. The details to be captured are listed below.

Data field	Description
Reason	(Lookup field) Reason for not qualifying as service such as EOL, Dies-Non, Suspension, etc.
Period	Period of non-qualifying service to be maintained in terms X years, Y months and Z days.

18.1.3 Details of dues to Government

Each pensioner may have **zero or more** amount due to the Government. The details to be captured are listed below.

Data field	Description
Due category	(Lookup field) The type of due that is still to be paid by the pensioner such as HBA, MCA, Leave Advance, Telephone Charges, Festival Advance, Computer Advance, Education Advance, Estate license fee, Others, etc.
Amount due	Actual amount due to the Government in that category.

18.1.4 Eligibility of entitlement

Each pensioner may be eligible for **zero or more** entitlements as per rules existing in the state. The details to be captured as part of eligibility is detailed below.

Data field	Description
Entitlement type	(Lookup field) The type of entitlements the pensioner is eligible for such as Service pension, Enhanced family pension, New family pension, Service gratuity, Death cum retirement gratuity, Commuted value of pension, Provisional pension, Freedom fighter pension, etc.
Is eligible (as per PSA)	(Lookup field) Yes/No (as specified in the case requested by PSA)
Is eligible (as per AG)	(Lookup field) Yes/No (as calculated by eligibility rule / overridden by case processors)
Start date	Date from which the entitlement eligibility begins
End date	Date up to which the entitlement eligibility exists



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18.1.5 Quantity of entitlement (view)

Each pensioner may be eligible for **zero or more** entitlements as per rules existing in the state. The details to be captured as part of quantum is detailed below.

Data field	Description
Case number	The assigned case number after completion of authorization.
Case request category	The type of case that was processed for the pensioner
Entitlement type	(Lookup field) The type of entitlements the pensioner is eligible for such as Service pension, Enhanced family pension, New family pension, Gratuity, Commuted value of pension, Provisional pension, Freedom fighter pension, etc.
Amount (as per PSA)	The amount specified by PSA in the case requested.
Amount authorized (as per AG)	The amount as calculated by calculation rule / overridden by case processors
Order reference number	PPO/GPO/CPO
Order date	Date in which order was issued
Effective from	The date from which the entitlement is effective
Effective to	The date up to which the entitlement is effective

18.1.6 Receipts (Inward) view

The **zero or more** inward communication linked to the Pensioner is to be shown for ease of use. The details to be captured as part of quantum is detailed below.

Data field	Description
Receipt reference number	Hyperlinked to inward communication / receipt
Receipt date	Auto filled from receipt
Status	Auto filled from receipt
Dispatch reference number	Auto filled from receipt and hyperlinked to relevant dispatch

18.1.7 Dispatch (Outward) view

The **zero or more** outward communication linked to the Pensioner is to be shown for ease of use. The details to be captured as part of quantum is detailed below.

Data field	Description
Dispatch reference number	Hyperlinked to outward communication / dispatch
Dispatch date	Auto filled from dispatch
Status	Auto filled from dispatch
Receipt reference number	Auto filled from dispatch and hyperlinked to relevant receipt



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18.1.8 Pension payments (view)

The details regarding the payment made towards a pension case received through integration is stored with the details listed below.

Data field	Description
Case reference number	Reference number to the case
Order reference number	PPO/GPO/CPO
Voucher number	Reference number of vouchers
Head of account	(Master) head of account
Voucher date	Date of voucher
Voucher amount	Amount booked in voucher

18.2 Pension case

For each of the pensioner, several authorization requests such as service pension, family pension, revised pension would be received by AG (A&E) office during the due course of time. All these would be considered as Pension cases. The details to be maintained regarding pension case are listed below.

Data field	Description
Case request reference number	This refers to application number allotted by CPP for processing the pension case.
Case request category	(Lookup field) The type of case that is being processed for the pensioner such as Service pension, Family pension, Revised pension, Special seal authority, Other pension, DCRG request etc.
Date of application	The date in which the application was received digitally / manually.
Case status	(Lookup file) The status of the case as maintained by the CPP application such as New, under process, Authorized, Closed and Cancelled.
Applicable pension rules	(Master) Multi-select from pension master
Related Government orders	(Master) Multi-select from Government Order master
Anticipatory pension sanctioned	(Lookup) Yes/No
Provisional pension sanctioned	(Lookup) Yes/No
e-Service book	(Lookup) Yes/No
Speed post number	If No, speed post number through which service book has been sent.
Pension disbursement authority	
Type of PDA	(Lookup field) Bank/Treasury
Treasury Code	(Master) Code of the treasury from which pensioner wants to draw the entitlements, if type of PDA is treasury.
Sub-treasury Code	(Master) Code of the sub-treasury from which pensioner wants to draw the entitlements, if type of PDA is treasury.
IFSC code	IFSC code of the paying branch, if type of PDA is bank.



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Name of the paying bank	Auto filled based on IFSC code based on API integration.
Name of the paying branch	Auto filled based on IFSC code based on API integration.
Address of the paying branch	Auto filled based on IFSC code based on API integration.
MICR code	Auto filled based on IFSC code based on API integration.

18.2.1 Pension case processing (view)

The business process engine controls the processing of case. However, a quick and easy view (auto built) by the system will be helpful for understanding.

Date field	Description
Processed by	User who is currently holding / held the case
Processor role	Role of the processor (L1, L2, L3, Group officer)
Received from	User who forwarded the case to the above user.
Received on	Date of receipt of the case
Processed on	Date on which the user completed processing
Noting	Remarks entered by the user
Decision	(Look up field) The decision made by case processors after scrutiny such as Propose to authorize, Return the case, Authorize, etc.
Status	Status of the case when the user completed processing

18.2.2 Pension case entitlement

The processing of each pension case may result in authorization of **zero or more** entitlements (after processing the cut) as per rules existing in the state. The details to be captured as part of quantum is detailed below.

Data field	Description
Entitlement id	Unique reference number
Entitlement type	(Lookup field) The type of entitlements the pensioner is eligible for such as Service pension, Enhanced family pension, New family pension, Gratuity, Commuted value of pension, Provisional pension, Freedom fighter pension, etc.
Amount (as per PSA)	The amount specified by PSA in the case requested.
Amount authorized (as per AG)	The amount as calculated by calculation rule / overridden by case processors
Order reference number	Reference number (PPO/GPO/CPO)
Order date	Date of order
Effective from	Date from which the entitlement is effective
Effective to	Date up to which the entitlement is effective
Order documents	The attachments relating to the order



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18.2.3 Pension case entitlement (Cut)

There may be a requirement for imposing a cut in **zero or more** entitlements as per rules existing in the state. The details to be captured are below.

Data field	Description
Entitlement type	(Lookup field) The type of entitlement from which the cut is to be made.
Amount	Quantity of cut
Effective from	Date of from which cut needs to be enforced
Effective to	Date up to which the cut needs to be enforced
Reason	(Lookup field) Reason/category of cut
Remarks	Additional remarks, if any

18.2.4 Pension case entitlement accounting

The pension entitlements may be booked in one or more accounting heads. The system should validate the total entitlement matches with individual accounting head amounts. The details to be captured are below.

Data field	Description
Entitlement id	Reference to entitlement
Accounting head	(Master) Accounting headmaster
Amount	Apportionment amount

18.2.5 Pension case payment

The details regarding the payment made towards a pension case received through integration is stored with the details listed below.

Data field	Description
Order reference number	PPO/GPO/CPO
Voucher number	Voucher reference number
Voucher date	Date of voucher
Voucher amount	Amount disbursed as mentioned in voucher

18.2.6 Receipts (Inward) view for pension case

The **zero or more** inward communication linked to the pension case is to be shown for ease of use. The details to be captured as part of quantum is detailed below.

Data field	Description
Receipt reference number	Hyperlinked to inward communication / receipt
Receipt date	Auto filled from receipt
Status	Auto filled from receipt



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Dispatch number	reference	Auto filled from receipt and hyperlinked to relevant dispatch
-----------------	-----------	---------------------------------------------------------------

18.2.7 Dispatch (Outward) view for pension case

The **zero or more** outward communication linked to the pension case is to be shown for ease of use. The details to be captured as part of quantum is detailed below.

Data field	Description
Dispatch number	reference
Dispatch date	Auto filled from dispatch
Status	Auto filled from dispatch
Receipt number	reference
	Auto filled from dispatch and hyperlinked to relevant receipt

18.3 Master data

Master data	Description
Employer Name	State Employer type Employer name Remarks
Department code	Employer name Department code Department name
DDO Code	State DDO code DDO name DDO Address DDO PIN TAN of the DDO Is active
Treasury	State Treasury Code Treasury Name Address
Sub-treasury	State Treasury Code Sub-treasury Code Sub-treasury Name Address
Government Orders	State Government Order Number



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	Government Order Date Attachments (Link to repository)
Pension rule	State Rule number Rule description Status (Current, Superseded, Obsolete, etc) Remarks
Accounting head	State Accounting head Description
Form	State Form No

19 Legacy data migration

To ensure business continuity of the activities of AG(A&E) offices, it is essential to migrate legacy data, wherever relevant. This module details out the To-be process for legacy data migration. CPP is expected to provide a platform for smooth migration of legacy data.

19.1 Organisation and Employee master data

19.1.1 AG user master

Organisation and Employee data from legacy application are to be migrated to CPP as part of legacy data migration. The amount of data that are to be migrated is less and many of the office do not maintain these data in a structured database. Therefore, using create office functionality in CPP, these data would need to be captured manually. Individual office administrator would be responsible for capturing this data in CPP.

19.1.2 Post hierarchy master

Similar to AG user master, the post hierarchy would also need to be captured in the system manually through Create/update post in CPP. Individual office administrator would be responsible for capturing these details and assigning it to users.

19.1.3 Summary of actors and activities envisaged in CPP

- **Office Administrator:**
 - Captures master data
 - Assigns post hierarchy to each user
- **CPP application**
 - Maintains captured master data



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19.2 Case and case documents

As part of legacy data migration, the existing data related to pensioners, pension cases and pension case related documents are to be migrated to CPP. These data are required for revision of pension cases in the future. In some offices, pension documents are completely digitized up to date, and in some offices, there are partial digitization, whereas in some other offices digitisation has not yet started and records are maintained physically. CPP shall accommodate all these flavors of digitization and migrate data from legacy applications. Digitisation of legacy pension records are not in the scope of CPP.

19.2.1 Pensioner master and case details

Pension application that is being used in every office stores the pensioner details and pension case details in their database. The indicative list of data fields and their description are given in section 18.1 and 18.2. These data from the legacy application has to be migrated to CPP through ETL logic.

Each office administrator would port data from the legacy application and validates the same. It would be the responsibility of the system integrator to write ETL logic to migrate the legacy data and validate the same. This ETL logic would be tested in the pre-production and it is the responsibility of the field AG(A&E) offices to sign off ETL logic and the veracity of migrated data. After signing off, the same ETL logic would be used to migrate data during production phase.

19.2.2 Pension case documents

The legacy pension case documents that are digitized as discussed above shall also be migrated to CPP and be assigned against the associated pension case. The digitized files are stored as pdf file in file servers of each office or as an object in database. It is the responsibility of office administrator to sign off the migration after successful migration by the system integrator.

19.2.3 Summary of actors and activities envisaged in CPP

- **Office Administrator:**
 - Ports data from the legacy application and validates the ported data
 - Checks the veracity of legacy data that are migrated in pre-production
 - Ensures the digitised case documents are migrated and assigned against each case properly
 - Signs off the ETL logic used in pre-production
- **System Integrator**
 - Prepares ETL logic for migration
 - Validates the data migrated through ETL in pre-production
- **Project team**
 - Coordinates with field offices in porting the data to be migrated
- **CPP application**
 - Maintains captured master data and pension document



19.3 Existing business rule migration

Similar to pensioner master data and pension cases, application in each field offices contains legacy data related to business rules and master data used for processing the pension case. These would be also be migrated to CPP.

19.3.1 Configure business rules

The business rules used for processing pension cases are embedded in the source code of the applications being used in various field AG(A&E) offices. These source codes are not in the standard format to be readily migrated to CPP. Thus, the business rules are to be configured in CPP afresh. Section 8.1 deals with various business logics used in processing the pension application. Business rules are also explained with an illustration which may also referred in the same section. Business rule managers of each AG(A&E) office would configure the business rule and the SI would provide additional support in configuring the business rules

19.3.2 Commutation factor table and DA rate table

The business rules used in processing a pension case refers to certain decision tables to process a case. Two such decision tables are commutation factor table and DA rate table. These tables are state specific and are to be maintained accordingly. These tables would be imported as part of business rule configuration.

19.3.3 Summary of actors and activities envisaged in CPP

- **Business rule manager**
 - Configures business rule
- **System Integrator**
 - Supports business rule manger
- **CPP application**
 - Maintains business rule and decision tables



Phase 2 Model 1 features

20 State government user management

CPP shall enroll the users of state government like retiring Government servant, Drawing and Disbursing Officer (DDO) and Pension Sanctioning Authority (PSA) as well as manage the users of AG(A&E) office. The individual users of state government and AG office is outside the scope of this application. The user management for state government actors will be post based instead of individual based. The requirements to reflect transfer and posting is discussed in section 20.4

20.1 DDO Master maintenance:

DDO and PSA are pension sanctioning authority who are involved in verifying the application and sanctioning the quantum of pensionary benefits. Thus, it is essential to maintain and manage the details regarding DDOs and PSAs. The HRMS database of DDOs and PSAs available with state government is to be integrated with CPP through the proposed digital interface. If database is not available as API for digital interface, then CPP shall be updated with periodical extract that would be received from state government.

Indicative business data relating to DDO master maintenance

1. First Name
2. Middle Name
3. Last Name
4. DDO code
5. Phone number
6. Mobile number
7. e-mail
8. Designation
9. Office Address
10. Department
11. Head of the Department
12. Treasury Officer (help in reflecting transfer and posting as discussed in section <<>>)

20.2 User-DDO Mapping

The application would be filled and forwarded to DDO for verification by the retiring government servant. Thus, the mapping of government servant to DDO shall be available in CPP so that the application is properly routed to correct DDO in CPP.



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The DDO after verifying the application shall forward it to PSA, if the DDO is not a PSA. It is reiterated that all DDOs are not PSAs and all PSA are not DDOs. CPP would not have the mapping of DDO-PSA, as the same is not being maintained by state government. Thus, DDO would have the option to select the PSA from the list of users available in CPP.

Indicative business data relating to user-DDO mapping

1. First Name
2. Middle Name
3. Last Name
4. Employee ID
5. Father name / Husband Name
6. Present Address
7. Permanent Address
8. PAN Number
9. Aadhar Number
10. Date of Birth
11. Designation
12. Office Address
13. Department
14. DDO
15. Head of the Department

20.3 Pension Payments Authority (PPA) master

CPP would also host database of all pension payment authorities (PPAs) in the state. The first payment would be made by Treasury or designated payment authority as an individual bill and the subsequent payments would be done by banks through bulk processing. In some states both first payment and the subsequent payments are also done through banks and there are some other states where AG office pays the pension. Details of all these payment authorities has to be migrated in this module from state database and would be modified as and when changes happen in state database.

Indicative fields that are to be maintained in the PPA master:

1. Name of the Authority
2. PPA code (If available)
3. Contact Number
4. e-mail
5. Address



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20.4 Post based user management

As mentioned earlier, user management for state government employees are post based and not individual based. CPP will enroll all the relevant posts of DDOs, the TOs and their COs (Controlling officers, termed differently in different states). The validity of the authorisation given by individual DDOs/PSAs will be transmitted through the IFMIS/HRMS application of the state government and will further be cross verified by the Treasury Officers, whose details alone will be available with It is the responsibility of treasury officer to ensure the correctness of identity and personal details of DDOs.

Each DDO will have a post-based user id and password, using which they, manage their activity in CPP. The password would need to be passed to the next incumbent by the predecessor during transfers. After transfer, the new user has to update certain details like aadhar and mobile number. Treasury officer will confirm the identity of the person by approving the personal details updated by the DDO in CPP. The TOs who carry out the cross verification will be tracked in CPP (There would be around 50 TOs in a bigger state with the country having ~ 700 districts, whose details are anyway is kept live in a AG's Office, even under the manual system.

The following illustration will help in understanding the user management

Illustration

Scenario 1: The password has been transferred to the next incumbent

District Education Officer (DEO), Karimnagar is a DDO in state government. User A is the incumbent in this post. User A has been transferred and the new incumbent is User B. User A communicates/transfers the password of the user id "deokarimnagar". User B after logging into CPP, updates the personal details like mobile number, aadhar number etc and sends it to Treasury Officer for approval. After approval by Treasury officer, the link to reset password would be communicated to the mobile number of User B. After password reset, User B would be DDO with userid "deokarimnagar" and can process pension applications in CPP.

Scenario 2: Password for the user id is not transmitted to the next incumbent

In this scenario, the password of the user id "deokarimnagar" has not been communicated/transferred to the next incumbent User B. User B would apply for password to Treasury Officer (TO). User B fills in certain details like personal number, Aadhar number etc and apply for new password. TO will confirm the identity by verifying the details submitted by User B. After confirmation, a new password would be sent to the mobile number of User B. The password would be reset after initial login and User B can process the pension application after resetting the initial password.



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21 Services to pensioners user management

A retiring government servant can create an user profile and avail various services through CPP. A retiring government servant can create profile only after he/she receives a link containing prefilled application through email/SMS. After creating the profile, the retiring government servant/ pensioner can avail various services as detailed below:

21.1 Update profile

In case of any details in the user profile is to be updated, the user can update the details by editing the same. Username once created shall not be edited. Mobile number and email id if need to be edited, it can be carried out through an OTP based verification. Other details like name, gender, address, profile picture etc., can be edited without any restriction.

21.2 Apply for claim

The process for availing original pension is explained in section 22.1. Apart from service pension, a pensioner can apply for other claims throughout the lifetime like Gratuity (if withheld earlier), commuted value of pension (if not availed earlier), revision of pension etc. CPP would have facility for pensioner to choose one of the many available claims and to apply for the same. This can be done through a Web form available, but the application will have validity only when it is transmitted by DDO, duly cross verified by the TO, along with the relevant annexures. This can be done on a case to case mode or in any other manner through a batch process electronically or through an API, if integration exists.

21.3 Submit documents relating to claim

21.3.1 Claim related documents

While applying for a claim including original pension, the retiring government servant or pensioner has to upload various documents to avail the claim. Some of the documents like Photographs, Joint Photographs, clearance certificates etc., are to be uploaded. The retiring government servant/pensioner shall be able to upload documents to avail a claim.

21.3.2 Annual verification

Every year Pensioner has to establish their live status by submitting life certificate. There are various channels through which life certificates can be received like submitting at Treasury, submit it through Jeevan Pramaan platform, submit through various state government kiosk centers etc. CPP shall have integration capability with Jeevan Pramaan portal, State Government portals etc., to collect digital life certificates annually and update the live status.



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21.4 Request for service

In addition to applying for claim, a pensioner would also request certain modifications in the mode of payment, place of payment etc. Service requests which would need to be provided in CPP is given below:

21.4.1 Changing data

During the course of processing of application, the pensioner may like to change some details in the application. For example, the pensioner may like to change the family members details, nomination details etc. In these situations, the pensioner should have the facility in CPP to request corrections in the details submitted.

21.4.2 Transfer of treasury or bank

Through this service request, the pensioner can request to change his/her pension drawing treasury or bank. The pensioner would submit the request, which would be processed and forwarded by DDO to AG for authorisation. AG office would cancel the existing PPO and issue a fresh PPO with new treasury as per the request.

In case of request for change in drawing bank, the request would be processed by DDO and Treasury would be intimated about the transfer.

21.4.3 Transfer of State

Sometimes pensioner would want to get settled in a new state which would be different from the retiring state. In such case, the pensioner would request to issue a special seal authority to Accountant General of the new state. Based on the special seal authority, AG office in the new state would issue a PPO mentioning the treasury from where the pension is to be drawn. This facility shall be available in CPP.

21.5 Track status of application

Section 12.2.5.1 explains the process of monitoring of application status in CPP for model 2 states. In model 2, this service would show only the status of application in AG's Office. Similar feature is required in Model 1 states with additional feature that the dashboard shall show the status of application processing in state government also.

21.6 Grievance redressal

CPP shall have the provision for the retiring Government servant/pensioner to lodge a grievance. The logic of assigning the grievance is dependent on the status of the application. If the application is pending with the state government, then the task may be assigned to DDO. If the application is pending with AG(A&E) office, the task may be created against the AG user. Both DDO and AG should have facility to transfer the case to the related stakeholders whom it belongs to. If the pension is authorised by AG, then all grievance would be directed to DDO, whom in turn would have the ability to close the grievance after resolving the same or transfer it to relevant stakeholder(s).

The following would be the features in grievance redressal and the users to whom it would be available:



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Feature	Users
Lodge a grievance	Retiring Government Servant, Pensioner
Transfer a Grievance	DDO, PSA, AG
Resolve and Close a grievance	DDO, PSA, AG
Send reminder	Retiring Government Servant, Pensioner, DDO, PSA, AG
Submit additional details	Retiring Government Servant, Pensioner

21.7 Family pensioner user management

In case of death of service pensioner, family members would be eligible to receive the family pension as per the rules. There would be two types of family pensioner: 1. the spouse of the government servant would become the eligible family pensioner irrespective of the age, working status etc., 2. the family member of the pensioner like unmarried son/daughter, mentally disabled/physically disabled son/daughter would become eligible for family pension on satisfying certain conditions as per the rules. CPP should manage both type of family pension users. This section would explain the process of family pensioner user management.

21.7.1 Register profile

A person can register in CPP as family pension user with reference to original service pension PPO. This person shall prove his identity with DDO to get approved as family pension user in CPP. The application of registering as family pensioner should be approved in CPP by DDO after due verification. Once DDO verifies the identity and approves the user in CPP, the corresponding service pension PPO would get attached to the user. The family pension user can manage this profile and request various services.

21.7.2 Apply for family pension claim

A family pension beneficiary has to apply to the department to avail benefits of family pension. Approved family pension beneficiary shall apply through CPP by filling the required application form. After filling the required details and uploading the required document, the application would be forwarded to DDO for further processing.

The process of verification and authorisation of Family pension is same as original pension cases as explained in section 23 and 24.

21.7.3 Track status of application

Section 12.2.5.1 explains the process of monitoring of application status in CPP for model 2 states. In model 2, this service would show only the status of application AG application. Similar feature is required in Model 1 states with additional feature that the dashboard shall show the status of application processing in state government also.

21.7.4 Grievance redressal

The scope and features of grievance redressal available for a family pension user would be same as explained in section 21.6



22 Creating a pension case

One of the objectives of CPP is to ensure that the government servant has his/her pension pay order (PPO) and other retirement benefits ready on or before the date of retirement. In order to achieve this, Timely initiation of pension application is necessary. This module explains the process of creating a new case for original pension and the process of initiating a case for revision of pension.

22.1 Original case

Original cases are those which are being applied and processed for the first time. A government servant who is about to retire are eligible for retirement benefits like Pension, Gratuity, Commuted value of pension etc. In the current scenario, he/she has to apply to Drawing and Disbursing officer (DDO) to avail those benefits. In CPP, this process of applying would be reengineered, where the retiring government servant has to fill minimal details and the remaining details for the application would be fetched from the state's HRMS system.

22.1.1 Creation of a case

A case has to be created well before the Date of Retirement (DoR) to have ample time for the pensioner, DDO, PSA and AG to process it. In CPP, a case would be initiated 6-8 months (State Specific) before DoR. CPP would generate a pre-filled application form (partially filled) with unique application number.

22.1.2 Intimate pensioner to fill application for claim

The retiring state government employee would be intimated in SMS and email regarding the initiation of pension case through a link. This link would also facilitate user profile creation for the retiring government servant. The prefilled application form would be completed by the government servant by filling all necessary details. CPP would also have facility to upload documents, photographs, capture fingerprints, verify Aadhar through mobile authentication etc. Parallely an intimation would also be sent to loans section of AG(A&E) office to initiate the process of issuing clearance certificate for loans and advances.

22.1.3 Transfer case to DDO for processing

After filling all mandatory details and uploading necessary documents and photographs, the retiring government servant would forward the application to DDO for further processing.

22.1.4 Summary of actors and activities in CPP

- **Retiring Government Servant:**
 - Creates account (user profile) from the link
 - Fill details in prefilled application form
 - Uploads documents and other relevant details
- **CPP application**
 - Generates a prefilled application form
 - Sends notification to users through configured modes
 - Forwards application to DDO



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22.2 Revision case

An original case authorised for payments by AG undergoes revision for various reasons like Revision of pay scales, Grant of additional increment, Release of withheld increments, Regularization of leave period, dropping of charges/punishment of withholding of increments, Pay anomaly etc.

22.2.1 Initiate revision cases

CPP shall have facility to initiate a revision of pension both by the pensioner as well as by the department.

A pensioner would apply for revision of pension in CPP by filling relevant details in the application form available. His/her user account would have the details of latest PPO authorised, which is to be revised based on an official order.

In certain cases where the pension has to be revised to the entire pensioner (eg. pay commission revision) or to certain set of pensioners, CPP would need to have the facility to initiate revision by DDO. Based on the Government order issued by finance department or by any other department as the case may be, DDO would select list of PPOs to which the order applies and initiate revision. After the list is drawn by DDO, he would start the revision case.

22.2.2 Transfer case to DDO for processing

In case the pensioner is initiating the revision case from the user profile, this application would be forwarded to DDO. CPP shall validate the details filled by pensioner before forwarding it to DDO.

22.2.3 Summary of actors and activities in CPP

- **Retired pensioner:**
 - Fill details in revision application form
 - Uploads documents and other relevant details
 - Forwards application to DDO
- **DDO**
 - Selects list of PPOs eligible for revision
 - Initiates revision case
- **CPP application**
 - Validates the details filled by pensioner
 - Sends notification to users through configured modes

23 Processing pension claim application (State government)

The pension application submitted by a retiring government servant has to be further processed by the Drawing and Disbursing Officer (DDO)/Pension Sanctioning Authority (PSA), commonly known as department, before authorisation by AG(A&E) office. This section will explain the processes that would happen in CPP in processing the application by DDOP/PSA



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23.1 View pensioner information

The user profile created by a retiring Government servant (explained in section 22.1.2) would have details of the application submitted for processing. Various services that would be available to a retiring government servant or pensioner is explained in section 21.

23.2 Capture of photo and AADHAR of family members

The retiring government servant would affix his/her photograph along with a joint photograph with spouse. This joint photograph would be verified while paying family pension to the spouse. In some states, this photograph would be uploaded in the application while applying. While in some other states, the DDO would capture the photographs physically through a webcam. CPP should have facility to capture photographs while processing (after submission of application by retiring government servant).

Similarly, in order to identify the identity of a person, the current system captures the identification details of retiring government servant. Some states establish this identity by Aadhar authentication. CPP would need to have facility for DDO to capture Aadhar and authenticate the same.

23.3 Request for clearance to various authorities

Before authorizing pensionary benefits to a retiring government servant, the DDO should ensure that a government servant do not have any dues pending to government. DDO would need to request various authorities to provide clearances for various dues through CPP. Some of the clearance certificate and the authority who would provide these clearance certificates are long term loan clearances certificate by Accountant General, Short term advances clearance certificates by DDO and Non occupancy certificate by Estate Department etc.

CPP would have facility for DDOs to request various authorities to upload clearance certificates for each application. For this each stakeholder shall be onboarded in CPP to enable them to upload documents directly in CPP.

23.4 Upload case documents

As discussed in the previous section, if a stakeholder is not onboarded in CPP, the clearance certificate shall be requested to be sent manually. On receiving the documents physically, DDO shall have the facility to upload the documents. A checklist may be provided for DDOs to fill details and upload relevant documents.



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Indicative business data relating to case documents upload (checklist)

1. Whether availed Festival Advance? If Yes, Cleared? Upload Clearance Certificate
2. Whether availed Leave Advance? If Yes, Cleared? Upload Clearance Certificate
3. Whether availed House Building Advance? If Yes, Cleared? Upload Clearance Certificate
4. Whether availed Motor Car Advance? If Yes, Cleared? Upload Clearance Certificate
5. Whether availed Education Advance? If Yes, Cleared? Upload Clearance Certificate
6. Whether staying in Government estate? If yes, clearance certificate from estate department

23.5 Verification of case

After ensuring the completeness of the application, DDO would verify the details of the filled details against details in the service record (SR). In case of physical SR, verification would be done manually and confirmed. In case of e-SR, these checks would be automated in CPP. If there are no issues in the application during verification, DDO would confirm the details and calculate the quantum of pension (refer section 23.6). In case of issues in the application, DDO would return the case to the retiring government servant for rectification as explained in section 23.7.

23.6 Calculation of pension

Calculating the quantum of pension would be carried out in CPP through BRE. The business rules used for determining the eligibility and for calculating the quantum of pension is same as explained in section 8.1.2 and 8.1.3 respectively. This shall be utilized by DDO to calculate the quantum of pension. This calculated quantum would be authorised by AG, if found to be correct (explained in section 24).

23.7 Send case for further processing / Return to retiring government servant

During verification and calculation of pension, there could be two scenarios namely Forward to Pension Sanctioning Authority / AG for further processing or return to Pensioner for rectification of issues.

23.7.1 Forward to PSA or AG

If DDO and PSA are one and the same for a retiring government servant, then the DDO would forward the case to AG for authorisation. The process of authorisation by AG(A&E) office is explained in section 24. If DDO and PSA are different for a retiring government servant, then DDO would forward the case to PSA for further verification.

PSA would carry out the same set of verifications explained in section 23.5. In case of agreement with DDO, the PSA would forward the application to AG for authorisation. If any issue is found, the case would be returned to DDO with remarks of PSA for rectification.

23.7.2 Return to retiring government servant

A case would be returned to retiring government servant by DDO directly or by the directions of PSA for rectification of issues. Pensioner receives notification from CPP to rectify the issues noticed by DDO/PSA. A return memo would be generated in the template shown in section 9.4.1.2. Based on the issues noted



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in the return memo, the retiring government servant would rectify the issues and resubmit the application.

23.8 Send case to AG for authorisation

As explained in section 23.6 and 23.7.1, the case verified by DDO/PSA and found to be correct would be forwarded to Accountant General for further verification and authorisation. The process of verification and authorisation is explained in section 24.

23.9 Work on tasks allocated by AG office user

During the course of verification by users of AG(A&E) office, if any issues are found, the issues would be communicated to department for rectification by creating a task for DDO/PSA. A notification would be sent to department regarding the task created. The department would rectify the issue(s) and resubmits the application again to AG. CPP would need to have the facility to creating tasks for stakeholders and to work on the created task.

24 Processing pension cases (AG)

This section deals with processing and authorisation of cases forwarded to AG(A&E) office. Cases forwarded to AG for authorisation would be allocated to Level 1 processor determined by the allocation logic. The business rule which determines the allocation of cases to sections in office is explained in section 8.1.1. Processing of case, Authorisation and delivering of authority is dealt in section 6.2 to 6.6. Following are the deviations in this module from the process explained in chapter 6:

- As both state government and AG(A&E) office would be utilising the same platform for processing and authorising the pension case, there is no need for registration of case, digital interface.
- Similarly, cases which are to be returned to department for rectification of issues or for want of documents, these would be assigned as a task in CPP to DDO/PSA.
- Delivery of authority would be necessary only for pensioners, as CPP is being used by state government and hence the authorities would be made available to department in CPP itself.

24.1 Create a task for a DDO/PSA relating to a pension case

CPP would facilitate AG(A&E) office to assign tasks to DDO in case of any clarification or modifications required in a case. In model 2, this would be communicated to department through a return memo. In model 1, instead sending a memo, a task would be created for the DDO/PSA listing the issues need to be rectified. Other communication with DDO/PSA would also be carried out through CPP by creating a task in CPP.



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24.2 View details of completed tasks

CPP would need to have facility to monitor the status of the task created for DDO/PSA by AG(A&E) office. In case of tasks requesting modification/clarification in pension case and the task is closed after rectification by DDO/PSA, AG(A&E) office would start reprocessing the case for authorisation.

25 Integration

25.1 Integration with HRMS

Each of the AG (A&E) office who opt for Phase 2 must interact/integrate with the Integrated Financial/Human resource management systems of their respective states. We require both API based and MFT based integration. In some cases, the integration will start with MFT (JSON) and later transition into an API based migration. This is required for the following reasons.

Inflow of data

- Pulling in master data information such as employee and DDO.
- Receiving mapping information of DDO and pensioner.
- Receive authentication of users (DDO/PSA).

Once the information is received, it must pass through an ETL process and error handling at both MFT and ETL must be handled transaction-wise. It is also important to establish protocol to handle erroneous transactions.

Outflow of data

- Request for authentication of users (DDO/PSA).

25.2 Integration for life certificate

CPP application needs to integrate with Jeevan Pramaan and/or other state specific applications in order to pull annual life certificate verification process to ensure that the pensioner is still alive.

26 Legacy data migration

As part of phase 2 development, the legacy data of state government applications (if any) would need to be migrated to CPP. A business data dictionary would be developed to enable data migration. State government would be responsible for porting and validating the legacy data, whereas the system integrator would be responsible for developing ETL logic and migrating the legacy data to CPP. The project team and office administrator would coordinate with SI and state government.



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27 Annexures

27.1 Annexure A.1- Authorities template



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Selection of Agency for Implementation of Centralized Pension Processing (CPP) Project

**OFFICE OF THE ACCOUNTANT GENERAL (A&E),
ANDHRA PRADESH, AMARAVATHI.**

e-mail: pagaap.pension@gmail.com
website address: <http://ag.ap.mtc.in/>

Lr.No : AG(A&E)P9 / IN-834/SP754/2019-11/3802 Dt. 11/12/2019

Pension Payment Order (Service Pension)

To
DY. DIRECTOR, DISTRICT TREASURY OFFICE
NELLORE

PPO No: **16-023390/SP** Payment Place: **STO UDAYAGIRI**
Bank Account No:

ANTICIPATORY PENSION
PAID IF ANY MAY BE
ADJUSTED

Until further notice and on the expiration of every month be pleased to pay Sri/Smt. [REDACTED] the pension as set out in part II of this order plus the amount of dearness relief thereon as admissible from time to time after due identification of the pensioner. The payment should commence from 01-DEC-2019. The income tax, where deductible, should be deducted at source. The charge is debit as Voted expenditure to Major Head 2071 - Pension and Other Retirement Benefits, Sub Major Head - 01 Civil, Minor Head - 101 - Superannuation and Retirement Allowances - [SH as given in the allocation table below:]

Part - I *Name of the Government Servant Sri/Smt:* [REDACTED]

Employee Id :	Designation	SA	Department :	MEO DUTTALUR	
Pension Rules applied :	RPR 1980	Pay Scales	APRPS 2015	Retirement Category :	SUPERANNUATION
Date of Birth :	01/12/1959	Date of Join :	31/12/1990	Date of retirement :	30/11/2019
Qualifying service(QS)	28Y 11M 1D	Highgrade	4Y 0M 29D	Not QS	
Service restricted to	33Y 0M 0D	Let Pay Rs	51,230		
Name of the Family Pension Beneficiary Sri/Smt:	[REDACTED]				
DOB of beneficiary:	10/07/1967				

Emoluments relayed for calculation of Average Emoluments

Part - II *Details of Pensionary Benefits*

Service Pension(SP) Rs	25,615	Payable from :	01/12/2019	Payable upto :	
Service Pension in words	(Twenty Five Thousand Six Hundred Fifteen Only)				
SP cut Rs	SP cut Rs None	SP cut from :		SP cut upto :	
Enhanced Family Pension (EFP) Rs	25,615	Payable from :		Not payable beyond :	30/11/2024
EFP in words :	(Twenty Five Thousand Six Hundred Fifteen Only)				
Family Pension (FP) Rs	15,369	Payable from :		Payable upto :	
FP in words :	(Fifteen Thousand Three Hundred Sixty Nine Only)				
Gratuity admissible Rs	10,75,619	Commuted value of pension Rs	10,07,469	Amount commuted Rs	10,246
Revised Pension after commutation Rs	15,369 (Fifteen Thousand Three Hundred Sixty Nine Only)				
Date of payment of Commutation		Date of Revision			

Allocation:	Composite State, SH(16)	AP State, SH(24)	Telangana State, SH(34)
Service Pension Rs:	20,744	4,871	0
Enhanced Family Pension Rs:	20,744	4,871	0
Family Pension Rs:	12,446	2,923	0

Yours faithfully,
[Signature]
Sr. Accounts Officer
11/12/19

Copy to [REDACTED]



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Selection of Agency for Implementation of Centralized Pension Processing (CPP) Project

Gratuity Payment Order

**OFFICE OF THE ACCOUNTANT GENERAL (A&E),
ANDHRA PRADESH, AMARAVATHI.**

e-mail: pagaep.pension@gmail.com
website address - <http://ag.ap.nic.in/>

Lr No :AG(A&E)/P9 / I /N- 834/SP754/2019-11/3802 Dt.11/12/2019

To
DY. DIRECTOR,DISTRICT TREASURY OFFICE
NELLORE

GRATUITY PAYMENT ORDER No. **16-023390/RG** Valid upto: **10/12/2022**

Sir,

**ANTICIPATORY GRATUITY PAID IF
ANY MAY BE ADJUSTED**

Please arrange to make payment to Sri/Smt. [REDACTED] Gratuitant/Guardian of the minors through STO UDAYAGIRI of the sum of Rs. 10,75,619 (Rupees Ten Lakh Seventy Five Thousand Six Hundred Nineteen Only) being the amount of Gratuity/Death-cum-Retirement Gratuity sanctioned.The charge is debitble to the M.H.2071 Pensions - S.M.H 01 Civil - Minor Head 104 Gratuities - [SH as given in the allocation table below:]

Payment of Gratuity/DCRG authorised above is subject to the standing instructions issued vide Lr.No PAG(A&E)/AP/PM/2011-12 dated 23/08/2011.

Allocation	Composite State-SH(14)	AP State-SH(24)	Telangana State-SH(34)
Gratuity Rs.:	8,71,079	2,04,540	0

Yours faithfully,
Meenakshi
Sr. Accounts Officer
12/12



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27.2 Annexure A.2 Case study for leave salary contribution and pension contribution calculation

Calculation Rule (sample)

Depending upon the parent department, the calculations of LSC and PC vary. Also, the basic pay varies with time due to increments. The dearness allowance percentage also varies with time as and when the DA rate is changed.

Case

When Category A: Cases not covered under G.O.656

- LSC: 11% of (Pay(t) + Grade Pay + Special Pay + Personal Pay + Dearness Allowance(t))
- PC: (Rate (in percentage) with respect to length of service as per Table) x (Max of revised pay + Grade Pay)

When Category B: Cases covered under G.O.656

- LSC: No LSC has been recovered (Approximately 90 offices of corporation / Boards / Undertaking of state government owned /controlled comes under G.O. 656 which are to be fed into the system.
- PC: 10% of (Max in Pay Band + Grade Pay)

When Category C: Out of India Cases

- LSC: None
- PC Rate: 10% of (Max in Pay Band + Grade Pay)

When Category D: All India Service Cases

- LSC: 11% of (Pay in Pay Band drawn in Foreign Service)
- PC: Pay in Pay Band drawn in parent department x (PC rate in percentage with regard to length of service as per Table)

When Category E: Cases of co-operative societies and Handloom

- LSC: 11% of (Average pay as per Table + Dearness Allowance (t))
- PC: 10% of (Maximum pay in Pay Band + Grade Pay)

*****END*****

2021

Request for Proposal
For Selection of Agency For
Implementation of
“Centralized Pension Processing (CPP)”
Project

Volume – III
Master Service Agreement

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Disclaimer

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of Comptroller & Auditor General of India (C&AG), or any of its employees or advisors, is provided to Bidders on the Terms and Conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor an invitation by C&AG 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 may not be appropriate for all companies, and it is not possible for C&AG, 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.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depend upon interpretation of facts. The information given is not an exhaustive account of requirements and should not be regarded as a complete or authoritative statement of facts. The specifications laid out in this RFP are indicated as the minimum requirements whereas the bidders are expected to focus on the objectives of the project and formulate their solution offerings in a manner that enables achieving those objectives in letter as well as spirit.

C&AG accepts no responsibility for the accuracy or otherwise for any interpretation or opinion expressed herein. C&AG, its employees and advisors make no representation or warranty 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, 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 therein or deemed to form part of this RFP or arising in any way in this Selection Process.



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Selection of Agency for Implementation of Centralized Pension Processing (CPP) Project

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1. Definitions and Interpretation

1.1. Definitions

Terms and expressions used in this Agreement (including the Introduction) shall have the meanings set out below:

Term	Meaning
Adverse Effect	means material adverse effect on the ability of the Implementation Agency to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or the legal validity, binding nature or enforceability of this Agreement;
Agreement	means this Master Services Agreement, Service Level Agreement and Non-Disclosure Agreement together with all Articles, Annexures, Schedules and the contents and specifications of the RFP;
Applicable Law(s)	means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project;
Assets	shall have the same meaning ascribed to it in Clause 10.1 (a)
Software	means the software designed, developed / customized, tested and deployed by the Implementation Agency for the purposes of the Project and includes the source code (in case of Bespoke development) along with associated documentation, which is the work product of the development efforts involved in the Project and the improvements and enhancements effected during the term of the Project, but does not include the third party software products



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Term	Meaning
	(including the COTS products used for the product), proprietary software components and tools deployed by the Implementation Agency;
Bespoke Development	Bespoke development means development of custom-built software for Centralized Pension Processing (CPP) Project for Comptroller and Auditor General of India.
Business Hours	Shall mean the working time for Purchaser users which is 9:00 AM to 6:00 PM. Again, for Web Server and other components which enable successful usage of web portals of the Purchaser, the working time should be considered as 24 hours for all the days of the week. It is desired that IT maintenance, other batch processes (like backup) etc. should be planned so that such backend activities have minimum effect on the performance;
C&AG	means O/o Comptroller and Auditor General of India
Certificate(s) of Compliance	Shall have the same meaning ascribed to it in Clause 5.4;
Confidential Information	means all information including Purchaser Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets, auditee data and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement



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Term	Meaning
	All such information in whatever form or mode of transmission, which is disclosed by a Party (the “Disclosing Party”) to any other Party (the “Recipient”) in connection with the Project during its implementation and which has been explicitly marked as “confidential”, or could be reasonably construed or inferred as being confidential or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.
Control	<p>means, in relation to any business entity, the power of a person to secure:</p> <p>by means of the holding of shares or the possession of voting power in or in relation to that or any other business entity, or</p> <p>by virtue of any powers conferred by the articles of association or other document regulating that or any other business entity, that the affairs of the first mentioned business entity are conducted in accordance with that person’s wishes and in relation to a partnership, means the right to a share of more than one half of the assets, or of more than one half of the income, of the partnership;</p>
COTS	<p>Commercial off-the-shelf or commercially available off-the-shelf (COTS) products are packaged solutions which are adapted to satisfy the needs of the purchasing organization, rather than the commissioning of custom-made, or bespoke, solutions (Framework/ Packaged Application Software).</p> <p>It is hereby made clear to the bidders that the Purchaser is under no obligation to accept any/all the reusable components including libraries of a Packaged Application Software or a home grown framework, whose source code and IPR vest with the original owner; in case, these</p>



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Term	Meaning
	<p>are positioned as Commercially Off The Shelf Solution (COTS) product/ equivalent product.</p> <p>Such offerings must adhere to following: -</p> <p>Such solutions must fulfil/ meet requirement/ specifications mentioned in RFP Volume I Annexure C and Bill of Quantities as per RFP Volume II.</p> <p>The proposed COTS products, packaged solutions should have a roadmap published that is publicly available for all the versions, patches and upgrades.</p>
Deliverables	means the products, infrastructure and services agreed to be delivered by the Implementation Agency in pursuance of the agreement as defined more elaborately in the RFP, Implementation and the Maintenance phases and includes all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related), inter alia payment and/or process related etc., source code and all its modifications or any other IP that may rightfully belong to the purchaser;
Proprietary Information	shall have the same meaning ascribed to it in Clause 19;
Effective Date	shall have the same meaning ascribed to it in Clause 4;
Purchaser Data	means all proprietary data of the department or its nominated agencies generated out of operations and transactions, documents all taxpayers' data, all third party data including Auditee data and related information including but not restricted to user data which the Implementation Agency obtains, possesses or processes in the context of providing the Services to the users pursuant to this Agreement;



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Term	Meaning
Final Acceptance Test	As explained in para 5.1.4 of volume 1
Force Majeure	shall have the same meaning ascribed to it in Clause 16.1;
Force Majeure Costs	shall have the same meaning ascribed to it in Clause 16.4 (b);
Gol	means the Government of India;
Go-Live	Shall have the same meaning ascribed to it in clause 23 of volume 1
IA	Implementation Agency or System Integrator (SI) who has been awarded the contract for implementation and delivery of this project.
Indemnifying Party	shall have the same meaning ascribed to it in Clause 15;
Indemnified Party	shall have the same meaning ascribed to it in Clause 15;
Intellectual Property Rights	means all rights in written designs and copyrights, moral rights, rights in databases and Bespoke Software / Pre-existing work including its upgradation systems and compilation rights (whether or not any of these are registered and including application for registration);
Escrow Agreement	Not Applicable
Insurance Cover	Implementation Agency shall purchase insurance for an appropriate amount to cover their liabilities on account of the follows: <ul style="list-style-type: none"> • Commercial General liability • Either professional indemnity or errors and omissions • Product liability
Additional Insurance	Not required



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Term	Meaning
Material Breach	means a breach by either Party (Purchaser or Implementation Agency) of any of its obligations under this Agreement which has or is likely to have an Adverse Effect (such as Centralized Pension Processing (CPP) Project /Pensioner data breach, delays etc.) on the Project which such Party shall have failed to cure;
Required Deliverables	shall have the same meaning ascribed to it in Annexure F of this Agreement;
Parties	means Purchaser and Implementation Agency for the purposes of this Agreement and “Party” shall be interpreted accordingly;
Performance Guarantee	Means the guarantee provided by a Commercial Bank in favour of the Implementation Agency. The amount of Performance Security shall be 10% of the overall cost of the project. This performance security shall be valid till six months after the completion of the project i.e., 7 years from the date of signing of contract or for such time as is required under this Agreement;
Planned Application Downtime	means the unavailability of the application services due to maintenance activities such as configuration changes, upgradation or changes to any supporting infrastructure wherein prior intimation (at least two working days in advance) of such planned outage shall be given and approval sought from the Purchaser as applicable;
Planned network outage	means the unavailability of the network services (to the extent of server side scope) due to infrastructure maintenance activities such as configuration changes, upgradation or changes to any supporting infrastructure. Prior intimation of such planned outage shall be given and approval sought from the Purchaser as applicable and shall be notified at least two working days in advance;



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Term	Meaning
Project	means Pilot, Project Implementation (roll out) and Maintenance in terms of the Agreement;
Project Implementation	means Project Implementation as per the testing standards and acceptance criteria prescribed by Purchaser or its nominated agencies;
Project Timelines	shall have the same meaning ascribed to in section 9 of Volume 1
Providing Party	shall have the same meaning ascribed to it in Clause 12.5;
Receiving Party	shall have the same meaning ascribed to it in Clause 12.5;
Replacement Implementation Agency	means any third party that Purchaser or its nominated agencies appoint to replace the Implementation Agency upon expiry of the Term or termination of this Agreement to undertake the Services or part thereof;
Required Consents	means the consents, waivers, clearances and licenses to use Purchaser's Intellectual Property Rights, rights and other authorizations as may be required to be obtained for the software and other items that Purchaser or their nominated agencies are required to make available to Implementation Agency pursuant to this Agreement;
Services	means the services delivered to the Stakeholders of Purchaser or its nominated agencies, employees of Purchaser or its nominated agencies, and to professionals, using the tangible and intangible assets created, procured, installed, managed and operated by the Implementation Agency including the tools of information and communications technology and includes but is not limited to the list of services specified in Annexure B;



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Term	Meaning
Service Level	means the level of service and other performance criteria which will apply to the Services delivered by the Implementation Agency;
SLA	means the Performance and Maintenance SLA executed as part of this Master Service Agreement;
Stakeholders	means the Purchaser or its nominated agencies,
Term	shall have the same meaning ascribed to it in Clause 3.1;
Third Party Systems	means systems (or any part thereof) in which the Intellectual Property Rights are not owned by the Purchaser or Implementation Agency and to which Implementation Agency has been granted a license to use and which are used in the provision of Services;
Unplanned Application Downtime	means the total time for all the instances where services in the software requirement specification document prepared by the Implementation Agency are not available for more than 5 consecutive minutes;
Network	in Purchaser users refers to all the IT assets installed by the Implementation Agency as part of the Project for networking;
Unplanned network outage	means the total time for all the instances where services in the scope of this agreement prepared by the Implementation Agency are not available for more than 5 consecutive minutes;
Application	means the software application developed as a part of scope of work set out in Clause 2.1(a)
Application Downtime	means the time for which user/s is not able to access the application. However, in calculating downtime, scheduled downtime (for example, backup time, batch processing time, routine maintenance time) would not be considered;



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Term	Meaning
Network Uptime	Network Uptime refers to network availability between Purchaser's Head Quarters to Data center. "%Uptime" means ratio of 'up time' (in minutes) in a month to Total time in the month (in minutes) multiplied by 100;
Warranty / AMC Period	shall have the same meaning ascribed to it in Clause 20;
Safety and Security	shall have the same meaning ascribed to it in Clause 12.4;
Product Owner	An Officer of IAAD who is designated as the Product Owner (in agile parlance) for the development of Centralized Pension Processing (CPP) Project.

1.2. Interpretation

In this Agreement, unless otherwise specified:

- a) references to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub-clauses, paragraphs, schedules and annexures to this Agreement;
- b) use of any gender includes the other genders;
- c) references to a 'company' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- d) references to a 'person' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- e) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- f) any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;



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- g) references to a 'business day' shall be construed as a reference to a day (other than a Sunday) on which banks in the state of Delhi are generally open for business;
- h) references to times are to Indian Standard Time;
- i) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
- j) all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.
- k) System integrator (SI) or Implementation Agency (IA) has been used for the same entity i.e., bidder selected for the project.

1.3. Measurement and Arithmetic Conventions

All measurements and calculations shall be in the metric system and calculations done to two decimal places, with the third digit of five or above being rounded up and below five being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

1.4. Ambiguities within Agreement

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

- a) as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- b) as between the provisions of this Agreement and the Schedules/Annexures, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures; and
- c) as between any value written in numerals and that in words, the value in words shall prevail.

1.5. Priority of documents

This Agreement, including its Schedules and Annexures, represents the entire agreement between the Parties as noted in this Clause. If in the event of a dispute as to the interpretation or meaning of this Agreement it should be necessary for the Parties to refer to documents forming part of



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the bidding process leading to this Agreement, then such documents shall be relied upon and interpreted in the following descending order of priority:

- a) This Agreement along with
- b) the SLA agreement,
- c) NDA agreement,
- d) Schedules and Annexures;
- e) the RFP along with subsequently issued corrigenda
- f) Technical and financial proposal submitted by the successful bidder, to the extent they along with subsequently issued clarifications furnished by the Implementation Agency in response to the RFP, to the extent they are not inconsistent with any terms of the RFP.

2. Scope of the Project

The Implementation Agency shall be required to:

- a) Develop / customize and implement Centralized Pension Processing (CPP) Project; manage and provide technical support to the solution for the period of **7 years** from the date of Go-Live.
- b) The roles and responsibilities of the Parties under this Agreement have been set out in detail as Annexure F of this Agreement.
- c) For the avoidance of doubt, it is expressly clarified that this Agreement shall govern the provision of the contracted services under the SLA to the Purchaser and its nominated agencies. It is anticipated that new or renewal agreements may be undertaken by creating a separate SLA, with schedules and annexures as required, under this Agreement for each additional engagement.

2.1. Scope of work

Detailed Scope of Work for the selected bidder is as follows:

-RFP Vol 1-



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3. TERM AND DURATION OF THE AGREEMENT

This Agreement shall come into effect from date of signing (hereinafter the 'Effective Date') and shall continue till date of handing over and successful meeting of criteria defined under Exit Management Schedule II, subject to other ongoing and continuous obligations and liabilities on account of both the purchaser or its nominated agencies and the Implementation Agency, unless terminated earlier (as per clause 14), in which case the contract will get terminated on fulfilment of all obligations mentioned as per clause 14 and Schedule-II.

4. Condition Precedent & Effective Date

4.1. Provisions to take effect upon fulfilment of Conditions Precedent

Subject to express terms to the contrary, the rights and obligations under this Agreement shall take effect only upon fulfilment of all the Conditions Precedent set out below. However, Purchaser or its nominated agencies may at any time at its sole discretion waive fully or partially any of the Conditions Precedent for the Implementation Agency and no such waiver shall affect or impair any right, power or remedy that the purchaser or its nominated agencies may otherwise have.

For the avoidance of doubt, it is expressly clarified that the obligations of the Parties (or its nominated agencies) under this Agreement shall commence from the fulfilment of the Conditions Precedent as set forth below.

4.2. A. Conditions Precedent of the Implementation Agency

The Implementation Agency shall be required to fulfil the Conditions Precedent in which is as follows:

- a) To provide a Performance Security/Guarantee, and other applicable guarantees/ payments within **15 days** of issue of Letter of Interest by the purchaser or on or before the day of signing the contract; and
- b) Obtaining of all statutory and other approvals required for the performance of the Services under this Contract. This may include approvals/clearances, wherever applicable, that may be required for execution of this contract e.g., clearances from Government authorities for importing equipment, exemption of Tax/Duties/Levies, work



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permits/clearance, etc.

4.2. B. Conditions Precedent of the Purchaser

The Purchaser shall be required to fulfil the Conditions Precedents which are as follows:

- a) Signing of Agreement with the Implementation Agency
- b) Necessary clearances associated with the execution of the project, unless specified to be performed by the Implementation Agency (IA)

4.3. Extension of time for fulfilment of Conditions Precedent

The Parties may, by mutual agreement extend the time for fulfilling the Conditions Precedent and the Terms of this Agreement.

4.4. Non-fulfilment of the Implementation Agency's Conditions Precedent

- a) In the event that any of the Conditions Precedent of the Implementation Agency have not been fulfilled within 15 days of signing of this Agreement and the same have not been waived fully or partially by the Purchaser or its nominated agencies, this Agreement shall cease to exist if the Purchaser decides to do so..
- b) In the event that the Agreement fails to come into effect on account of non-fulfilment of the Implementation Agency's Conditions Precedent, the Purchaser or its nominated agencies shall not be liable in any manner whatsoever to the Implementation Agency and the Purchaser shall forthwith forfeit the Earnest Money Deposit.
- c) In the event that possession of any of the Purchaser or its nominated agencies facilities has been delivered to the Implementation Agency prior to the fulfilment of the Conditions Precedent, upon the termination of this Agreement such facilities shall immediately revert to Purchaser or its nominated agencies, free and clear from any encumbrances or claims.

5. Obligations under the SLA

- 1. The SLA shall be a separate contract in respect of this Agreement and shall be entered into concurrently with this Agreement between Purchaser and Implementation Agency;
- 2. In relation to any future SLA entered into between the Parties; each of the Parties shall observe



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and perform the obligations set out herein.

3. Change of Control:

- a) In the event of a change of control of the Implementation Agency during the Term, the Implementation Agency shall promptly notify the Purchaser and/or its nominated agencies of the same in the format set out as Annexure A of this Agreement.
- b) In the event that the net worth of the surviving entity is less than that of Implementation Agency prior to the change of control, the Purchaser or its nominated agencies may within 30 days of becoming aware of such change in control, require a replacement of existing Performance Guarantee furnished by the Implementation Agency from a guarantor acceptable to the Purchaser or its nominated agencies (which shall not be the Implementation Agency or any of its associated entities).
- c) If such a guarantee is not furnished within 30 days of the Purchaser or its nominated agencies requiring the replacement, the Purchaser may exercise its right to terminate the SLA and/ or this Agreement within a further 30 days by written notice, to become effective as specified in such notice.
- d) Pursuant to termination, the effects of termination as set out in Clause 14 of this Agreement shall follow.

For the avoidance of doubt, it is expressly clarified that the internal reorganization of the Implementation Agency shall not be deemed an event of a change of control for purposes of this Clause unless the surviving entity is of less net worth than the predecessor entity.

4. Final testing and certification

The Project shall be governed by the mechanism of final acceptance testing and certification to be put into place by the Purchaser and Implementation Agency as under:

- a. Final testing and certification criteria will lay down a set of guidelines following internationally accepted norms and standards for testing and certification for all aspects of project development and implementation covering software, hardware and networking including the processes relating to the design of solution architecture, design of systems and sub- systems, coding, testing, business process description, documentation, version control, change management, security, service oriented



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architecture, performance in relation to compliance with SLA metrics, interoperability, scalability, availability and compliance with all the technical and functional requirements of the RFP and this Agreement;

- b. Final testing and certification criteria will be finalized from the development stage to ensure that the guidelines are being followed and to avoid large scale modifications pursuant to testing done after the application is fully developed;
 - c. Final testing and certification criteria will consider conducting specific tests on the software, hardware, networking, security and all other aspects;
 - d. Final testing and certification criteria (in parlance with section 5.1.4 of volume 1) will establish appropriate processes for notifying the Implementation Agency of any deviations from the norms, standards or guidelines at the earliest instance after taking cognizance of the same to enable the Implementation Agency to take corrective action;
5. The Parties shall each ensure that the range of the Services under the SLA shall not be varied, reduced or increased except with the prior written agreement between the Purchaser and Implementation Agency in accordance with the Change Control Schedule set out in Schedule I of this Agreement. Save for the express terms of the Terms of Payment Schedule set out as Schedule V of this Agreement, Purchaser or its nominated agencies and its users may purchase any particular category of Services that may become necessary as per the Change Control Schedule set out in Schedule I of this Agreement, without the need to go for a separate procurement process.

6. Representations and Warranties

6.1. Representations and warranties of the Implementation Agency

The Implementation Agency represents and warrants to the Purchaser or its nominated agencies that:

- a) It is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby;
- b) It possesses necessary professional skills, human and technical resources to deliver the



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services it has offered to provide on the terms and conditions set forth in this Agreement.;

- c) It confirms that there is no conflict of interest on account of executing this project to the satisfaction of the purchaser;
- d) It has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- e) From the Effective Date, it will have the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement. If the IA encounters adverse changes to its financial condition that affect service delivery, then it needs to notify the purchaser immediately;
- f) In providing the Services, it shall use reasonable endeavours not to cause any unnecessary disruption to Purchaser's normal business operations
- g) It undertakes to complete the project and handover the same to the purchaser without any encumbrance on the purchaser or whatsoever;
- h) This Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
- i) the information furnished in the Implementation Agency's response to the RFP and any subsequent clarification pertaining to the evaluation process, furnished on or before the date of this Agreement is to the best of its knowledge and belief, true and accurate in all material respects as at the date of this Agreement;
- j) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- k) there are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other



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judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;

- l) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- m) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Agreement;
- n) no representation or warranty by it contained herein or in any other document furnished by it to Purchaser or its nominated agencies in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and
- o) no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of Purchaser or its nominated agencies in connection therewith.

6.2. Representations and warranties of the Purchaser or its nominated agencies

Purchaser or its nominated agencies represent and warrant to the Implementation Agency that:

- a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement and carry out the transactions contemplated hereby;
- b) it has taken all necessary actions under Applicable Laws to authorize the execution, delivery



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and performance of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;

- c) it has the financial standing and capacity to perform its obligations under the Agreement;
- d) it is subject to the laws in India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising there under including any obligation, liability or responsibility hereunder;
- e) this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms thereof;
- f) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- g) there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its material (including any payment) obligations under this Agreement
- h) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on the Purchaser or its nominated agency's ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- i) it has complied with Applicable Laws in all material respects;
- j) all information provided by it in the RFP in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects; and



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- k) upon the Implementation Agency performing the covenants herein, it shall not at any time during the term hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the Implementation Agency, in accordance with this Agreement.

7. OBLIGATIONS OF THE PURCHASER OR ITS NOMINATED AGENCIES

Without prejudice to any other undertakings or obligations of the Purchaser or its nominated agencies under this Agreement, the Purchaser or its nominated agencies shall perform the following:

- a) To provide any support through personnel to test the system during the Term;
- b) To provide any support through personnel and/or test data during development, rollout, steady state operation, as well as, for any changes/enhancements in the system whenever required due to scope change that may arise due to business, delivery or statutory/regulatory reasons;
- c) To provide the data (including in electronic form wherever available) to be migrated.
- d) Provide prompt Deliverable feedback:

Within 15 working days from the submission of a deliverable/SLA and performance reports, the purchaser shall provide a sign off on the deliverable or its comments for changes.

In case the purchaser fails to respond and provide feedback on above stated submission, the deliverables or SLA and performance reports will be deemed accepted. Post 15 working days there will be no rework of the said deliverable except, in case the purchaser has provided an alternate date for acceptance. Any subsequent rework post acceptance / deemed acceptance would form the subject of a formal change request under the provisions of this Agreement.

8. OBLIGATIONS OF THE IMPLEMENTATION AGENCY

- 1. It shall provide to the Purchaser or its nominated agencies, the Deliverables as set out in Annexure C of this Agreement.
- 2. It shall perform the Services as set out in Clause 2 of this Agreement and in a ~~good~~ and professional manner commensurate with industry and technical standards which are generally in effect for international projects and innovations pursuant thereon similar to those



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contemplated by this Agreement, and so as to comply with the applicable Service Levels set out with this Agreement.

3. It shall ensure that the Services are being provided as per the Project Timelines set out in the RFP or as set by the purchaser after mutual discussion and sign off with Implementation Agency.

9. APPROVALS AND REQUIRED CONSENTS

1. The Parties shall cooperate to procure, maintain and observe all relevant and regulatory and governmental licenses, clearances and applicable approvals (hereinafter the **“Required Consents”**) necessary for the Implementation Agency to provide the Services. The costs of such Approvals shall be borne by the Party normally responsible for such costs according to local custom and practice in the locations where the Services are to be provided.
2. In the event that any Required Consent is not obtained, for reasons beyond the control of the IA, the Implementation Agency and the Purchaser or its nominated agencies will co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for the Purchaser or its nominated agencies to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such Required Consent is obtained, provided that the Implementation Agency shall not be relieved of its obligations to provide the Services and to achieve the Service Levels until the Required Consents are obtained if and to the extent that the Implementation Agency’s obligations are not dependent upon such Required Consents.

10. USE OF ASSETS BY THE IMPLEMENTATION AGENCY

During the Term the Implementation Agency shall:

1. take all reasonable and proper care of the entire hardware and software, network or any other information technology infrastructure components used for the Project and other facilities leased / owned / operated by the Implementation Agency exclusively in terms of ensuring their usability for the delivery of the Services as per this Agreement (hereinafter the **“Assets”**) in proportion



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to their use and control of such Assets; and

2. keep all the tangible Assets in as good and serviceable condition (reasonable wear and tear excepted) as at the date the Implementation Agency takes control of and/or first uses the Assets for the entire duration of the Term of the Agreement.
3. ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of the Assets and which are provided to the Implementation Agency will be followed by the Implementation Agency and any person who will be responsible for the use of the Assets;
4. take such steps as may be properly recommended by the manufacturer of the Assets and notified to the Implementation Agency or as may, in the reasonable opinion of the Implementation Agency, be necessary to use the Assets in a safe manner;
5. ensure that the Assets that are under the control of the Implementation Agency, are kept suitably housed and in conformity with Applicable Law;
6. procure permission from the Purchaser or its nominated agencies and any persons duly authorized by them to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable third party requirements;
7. Not knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to Applicable Law.

11. ACCESS TO THE PURCHASER OR ITS NOMINATED AGENCIES LOCATIONS

1. For so long as the Implementation Agency provides services to the Purchaser or its nominated agencies location, as the case may be, on a non-permanent basis and to the extent necessary, the Purchaser as the case may be or its nominated agencies shall, subject to compliance by the Implementation Agency with any safety and security guidelines which may be provided by the Purchaser as the case may be or its nominated agencies and notified to the Implementation Agency in writing, provide the Implementation Agency with:
 - a) reasonable access to the location, in the same manner granted to the Purchaser or its nominated agencies' employees, as the case may be, twenty-four hours a day, seven days a week;
 - b) Reasonable workspace, access to office equipment as mutually agreed upon and other



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related support services in such location other than the Purchaser's if any, as may be reasonably necessary for the Implementation Agency to perform its obligations hereunder and under the SLA.

2. Reasonable access to locations, office equipment's and services shall be made available to the Implementation Agency in appropriate working condition (as per scope of work and the responsibilities defined in the tender) by the Purchaser as the case may be or its nominated agencies. The Implementation Agency agrees to ensure that its employees, agents and contractors shall not use the location, services and equipment referred to in RFP for the following purposes:
 - a) for the transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or
 - b) in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality).
3. The implementation agency is prohibited from using the provided space in a manner that shall contravene any extant civil or criminal laws.

12. MANAGEMENT PHASE

12.1. Governance

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

12.2. Use of Services

- a) The Purchaser as the case may be or its nominated agencies, will undertake and use the Services in accordance with any instructions or procedures as per the acceptance criteria as set out in the SLA or this Agreement or any agreement that may be entered into between the Parties from time to time;
- b) The Purchaser as the case may be or its nominated agencies shall be responsible for the operation and use of the Deliverables resulting from the Services



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12.3. Changes

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

12.4. Security and Safety

- a) The Implementation Agency shall comply with the technical requirements of the relevant security, safety and other requirements specified in the Information Technology Act or Telegraph Act including the regulations issued by the Dept. of Telecommunication (wherever applicable), IT Security Manual of the Purchaser as specifically stated in the RFP and follow the industry standards related to safety and security (including those as stated in the RFP), insofar as it applies to the provision of the Services.
- b) Either Parties to the SLA/Agreement shall use reasonable endeavours to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the Purchaser data as the case may be or any of their nominees' data, facilities or Confidential Information.
- c) The Implementation Agency shall upon request by the Purchaser as the case may be or their nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
- d) As per the provisions of the SLA or this Agreement, the Implementation Agency shall promptly report in writing to the Purchaser or its nominated agencies, any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at the facilities of Purchaser as the case may be.
- e) The Implementation Agency shall ensure compliance to all extant laws regarding safety and security.
- f) The liability of the Implementation Agency to the Purchaser organization, applicable to breach of Clause 12.4, shall not exceed the total contract value.



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12.5. Cooperation

Except as otherwise provided elsewhere in this Agreement or the SLA, each Party (**“Providing Party”**) to this Agreement or to the SLA undertakes promptly to provide the other Party (**“Receiving Party”**) with all such information and co-operation which the Receiving Party reasonably requests, provided that such information and co-operation:

- a) is reasonably required by the Receiving Party in order for it to comply with its obligations under this Agreement or the SLA;
- b) cannot be construed to be Confidential Information; and
- c) is capable of being provided by the Providing Party.

Further, each Party agrees to co-operate with the contractors and subcontractors of the other Party as reasonably requested in order to accomplish the purposes of this Agreement.

13. FINANCIAL MATTERS

13.1. Terms of Payment

- a) In consideration of the Services and subject to the provisions of this Agreement and of the SLA, the Purchaser shall pay the Implementation Agency for the Services rendered in pursuance of this agreement, in accordance with the Terms of Payment Schedule set out as Schedule V of this Agreement.
- b) Payments shall be subject to the application of liquidated damages (for period prior to “Go Live”) or SLA penalties and its adjustments/corrections (for post “Go-Live”) as may be provided for in the Agreement and the SLA from the relevant milestone(s).
- c) Save and except as otherwise provided for herein or as agreed between the Parties in writing, the Purchaser shall not be required to make any payments in respect of the Services (or, without limitation to the foregoing, in respect of the Implementation Agency performance of any obligations under this Agreement or the SLA) other than those covered in Schedule V of this Agreement. For the avoidance of doubt, it is expressly clarified that the payments shall be deemed to include all ancillary and incidental costs and charges arising during the course of delivery of the Services including consultancy charges, infrastructure costs, project



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costs, implementation and management charges and all other related costs including taxes which are addressed in this Clause.

13.2. Invoicing and Settlement

1. Subject to the specific terms of the Agreement and the SLA, the Implementation Agency shall submit its invoices in accordance with the following principles:
 - a. The Purchaser shall be invoiced by the Implementation Agency for the Services. Generally and unless otherwise agreed in writing between the Parties or expressly set out in the SLA, the Implementation Agency shall raise an invoice as per Schedule V of this Agreement; and
 - b. Any invoice presented in accordance with this Clause shall be in a form agreed with the Purchaser.
2. The Implementation Agency alone shall invoice all payments after receiving due approval of completion of payment milestone from the competent authority. Such invoices shall be accurate with all adjustments or changes in the terms of payment as stated in Schedule V of this Agreement. The Implementation Agency shall waive any charge for a Service that is not invoiced within six months after the end of the month in which the change relating to such Service is (i) authorized or (ii) incurred, whichever is later.
3. IAAD shall endeavour to make payment within 30 days of the receipt of invoice along with supporting documents by the Purchaser subject to deduction of applicable liquidated damages (till “Go Live”) or SLA penalties (post “Go Live”). The penalties are imposed on the IA as per the SLA criteria specified in the SLA. In the event of delay in payment of undisputed amount beyond 60 days, Implementation Agency shall be entitled to a late payment interest of RBI Bank rate per annum from the date of completion of 60 days after submission of invoice. This interest is subject to an upper limit of 10% of the total contract value.
4. All the disputed invoices must be notified by the Purchaser to Implementation Agency within 15 days of receiving such invoice. The Purchaser shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Implementation Agency under Schedule V of this Agreement where the Purchaser disputes/withholds such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to the amount which is in dispute.



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The disputed / withheld amount shall be settled in accordance with the escalation procedure as set out in Schedule V of this Agreement. Any exercise by the Purchaser under this Clause shall not entitle the Implementation Agency to delay or withhold provision of the Services. All disputes related to such invoices shall be resolved expeditiously and in good faith.

5. Escalation Procedure:

- a. IA should refer the dispute to the **Product Owner** in writing such a reference and should contain a description of the nature of the dispute, the quantum in dispute (if any) and the relief or remedy sought suitable.
- b. If no resolution can be reached through mutual discussion within 21 days then the matter should be referred to **Steering Committee** as per Section 6, Project Governance Structure, page 25 of volume I of the RFP.
- c. In case, if no resolution can be reached within 21 days at the Steering Committee level then either party shall have right to take up the matter as per Clause 24, **Governing Law and Dispute Resolution, page 52 of volume 3 of the RFP.**

6. The Implementation Agency shall be solely responsible to make payments to its sub- contractors.

13.3. Tax

1. The Purchaser or its nominated agencies shall be responsible for withholding taxes from the amounts due and payable to the Implementation Agency wherever applicable. The Implementation Agency shall pay for all other taxes in connection with this Agreement, SLA, scope of work and any other engagement required to be undertaken as a part of this Agreement, including, but not limited to, property, sales, use, excise, value-added, goods and services, consumption and other similar taxes or duties.
2. The Purchaser or its nominated agencies shall provide Implementation Agency with the original tax receipt of any withholding taxes paid by Purchaser or its nominated agencies on payments under this Agreement. The Implementation Agency agrees to reimburse and hold the Purchaser or its nominated agencies harmless from any deficiency including penalties and interest relating to taxes that are the Implementing agency's liability under this paragraph. For purposes of this Agreement, taxes shall include taxes incurred on transactions between and among the Purchaser or its nominated agencies, the Implementation Agency and third party



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subcontractors.

3. If, after the date of this Agreement, there is any change of rate of levy under the existing applicable laws of India with respect to taxes and duties, which are directly payable by the Purchaser for providing the goods and services i.e. service tax or any such other applicable tax from time to time, which increase or decreases the cost incurred by the Implementation Agency in performing the Services, then the remuneration and reimbursable expense otherwise payable to the Implementation Agency under this Agreement shall be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Schedule V. However, in case of any new or fresh tax or levy imposed after submission of the proposal the Implementation Agency shall be entitled to reimbursement on submission of proof of payment of such tax or levy.
4. The Parties shall cooperate to enable each Party to accurately determine its own tax liability and to minimize such liability to the extent legally permissible. In connection therewith, the Parties shall provide each other with the following:
 - a. any resale certificates;
 - b. any relevant information regarding out-of-state or use of materials, equipment or services; and
 - c. any direct pay permits, exemption certificates or information reasonably requested by the other Party.

14. TERMINATION

14.1. FOR MATERIAL BREACH

- a) In the event that either Party believes that the other Party is in Material Breach of its obligations under this Agreement, such aggrieved Party may terminate this Agreement upon giving a one month's notice for curing the Material Breach to the other Party. In case the Material Breach continues, after the notice period, the Purchaser or Implementation Agency, as the case may be will have the option to terminate the Agreement. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:



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- i. If the Implementation Agency is not able to deliver the services as per the SLAs defined in RFP which translates into Material Breach, then the Purchaser may serve 30 days written notice for curing this Material Breach. In case the Material Breach continues after the expiry of such notice period, the Purchaser will have the option to terminate this Agreement. Further, the Purchaser may offer a reasonable opportunity to the Implementation Agency to explain the circumstances leading to such a breach.
- b) The Purchaser may by giving a one month's written notice, terminate this Agreement if a change of control of the Implementation Agency has taken place. For the purposes of this Clause, in the case of Implementation Agency, change of control shall mean the events stated in Clause 5, and such notice shall become effective at the end of the notice period as set out in Clause 5.3 (c).
- c) In the event that Implementation Agency undergoes such a change of control, Purchaser may, as an alternative to termination, require a full Performance Guarantee for the obligations of Implementation Agency by a guarantor acceptable to Purchaser or its nominated agencies. If such a guarantee is not furnished within 30 days of Purchaser's demand, the Purchaser may exercise its right to terminate this Agreement in accordance with this Clause by giving 15 days further written notice to the Implementation Agency.
- d) The termination provisions set out in this Clause shall apply mutatis mutandis to the SLA.

14.2. Termination for Convenience

1. The Purchaser may at any time terminate the Contract for any reason by giving the IA a 60-day notice of termination that refers to this clause. The notice period is only to cover transitional provisions and would not cover to offset any additional cost to IAAD. All cost points during the notice period would have to be approved by IAAD prior to incurring. IAAD's approval would be required even for any planned and previously agreed procurement and supply of any goods or services, for which the binding orders have not been placed by the IA to the supplier. For example, but not limited to hardware, CoTS, hiring of staff, place, AMC.
2. Upon receipt of the notice of termination under this clause, the IA shall either as soon as reasonably practical or upon the date specified in the notice of termination:
 - a. cease all further work, except for such work as the Purchaser may specify in the notice



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of termination for the sole purpose of protecting that part of the System already executed, or any work required to leave the site and system in a clean and safe condition;

- b. terminate all subcontracts, except those to be assigned to the Purchaser pursuant to Clause 14.2.(I) (d) (ii) below;
- c. remove all IA's Equipment from the site, repatriate the IA's and its Subcontractors' personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind;
- d. in addition, the IA shall:
 - i. deliver to the Purchaser the parts of the System executed by the IA up to the date of termination;
 - ii. to the extent legally possible, assign to the Purchaser all right, title, and benefit of the IA to the System, or Subsystem, as at the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the IA and its Subcontractors;
 - iii. Deliver to the Purchaser all drawings, specifications, and other documents prepared by the IA or its Subcontractors as of the date of termination in connection with the System.

14.3. Effects of termination

- a) In the event that Purchaser terminates this Agreement pursuant to failure on the part of the Implementation Agency to comply with the conditions as contained in this Clause and depending on the event of default, Performance Guarantee furnished by Implementation Agency may be forfeited.
- b) Upon termination of this Agreement, the Parties will comply with the Exit Management Schedule set out as Schedule II of this Agreement.
- c) In the event that Purchaser or the Implementation Agency terminates this Agreement, the compensation will be decided in accordance with the Terms of Payment Schedule set out as Schedule V of this Agreement.



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- d) Purchaser agrees to pay Implementation Agency for i) all charges for Services Implementation Agency provides and any Deliverables and/or system (or part thereof) Implementation Agency delivers through termination, and any charges at the tendered rate, for extension period beyond termination as decided by the Purchaser as per Schedule 2, Clause 2.2 ii) reimbursable expenses Implementation Agency pre closure termination .
- e) If Purchaser terminates without cause, Purchaser also agrees to pay any applicable adjustment expenses to Implementation Agency incurred as a result of such termination, which Implementation Agency will take reasonable steps to mitigate.
- f) In the event of termination of the Contract under Clause 14.2, the Purchaser shall pay to the IA the following amounts:
- i. the Contract Price, properly attributable to the parts of the System executed by the IA as of the date of termination;
 - ii. the costs reasonably incurred by the IA in the removal of the IA's Equipment from the site and in the repatriation of the IA's and its Subcontractors' personnel;
 - iii. any amount to be paid by the IA to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges
 - iv. costs incurred by the IA in protecting the System and leaving the site in a clean and safe condition pursuant to Clause 14.2; and
 - v. the cost of satisfying all other obligations, commitments, and claims that the IA may in good faith have undertaken with third parties in connection with the Contract and that are not covered by Clauses 14.3 (d) above.

14.4. Termination of this Agreement due to bankruptcy of Implementation Agency

The Purchaser may serve written notice on Implementation Agency at any time to terminate this Agreement with immediate effect in the event that the Implementation Agency reporting an apprehension of bankruptcy to the Purchaser or its nominated agencies.

15. INDEMNIFICATION & LIMITATION OF LIABILITY

1. Subject to Clause 15.4 below, Implementation Agency (the "Indemnifying Party") undertakes to



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indemnify, hold harmless the Purchaser (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement.

2. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.
3. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by
 - a. Indemnified Party's misuse or modification of the Service;
 - b. Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;
 - c. Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party;

However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either

- a. Procure the right for the Indemnified Party to continue using it
- b. Replace it with a non-infringing equivalent
- c. Modify it to make it non-infringing

The foregoing remedies constitute the Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

4. The indemnities set out in Clause 15 shall be subject to the following conditions:
 - a. the Indemnified Party as promptly as practicable informs the Indemnifying Party in



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writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;

- b. the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;
- c. if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
- d. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- e. all settlements of claims subject to indemnification under this Clause will:
- f. the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- g. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- h. in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
- i. if a Party makes a claim under the indemnity set out under Clause 15 (A) above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

5. The **aggregate** liability of either Party (whether in contract, tort, negligence, strict liability in



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tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed the total contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in Clause 15 and breach of Clause 12.4 and 17.

6. In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims (other than those set-forth in Clause 15 (A)) even if it has been advised of their possible existence.
7. The allocations of liability in this Section 15 represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.



16. FORCE MAJEURE

1. Definition of Force Majeure

“Force Majeure” shall mean any event beyond the reasonable control of the Purchaser or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.

2. Force Majeure events

A Force Majeure shall include, without limitation, the following:

- a. war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
 - b. Sabotage, embargo, import restriction, port congestion, force majeure ;
 - c. earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;
1. If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.
 2. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party’s performance is prevented, hindered, or delayed. The time for achieving Final Acceptance shall be extended.
 3. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfil its or their obligations under the Contract, but without prejudice to either party’s right to terminate the Contract under Clause 16.
 4. No delay or non-performance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:



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- a. constitute a default or breach of the Contract;
 - b. give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance,
 - c. if, and to the extent that, such delay or non-performance is caused by the occurrence of an event of Force Majeure.
5. If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other.
6. In the event of termination pursuant to Clause 16, the rights and obligations of the Purchaser and the Supplier shall be as specified in the clause titled Termination.
7. Notwithstanding Clause 16.2.4, Force Majeure shall not apply to any obligation of the Purchaser to make payments to the Supplier under this Contract.
8. For the avoidance of doubt, it is expressly clarified that the failure on the part of the Implementation Agency under this Agreement or the SLA to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of this Agreement or the SLA against natural disaster, fire, sabotage or other similar occurrence shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking are not the forces of nature and hence would not be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, The Service Provider will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable).

17. CONFIDENTIALITY

1. The Purchaser or its nominated agencies shall allow the Implementation Agency to review and utilize highly confidential public records and the Implementation Agency shall maintain the



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highest level of secrecy, confidentiality and privacy with regard thereto.

2. Additionally, the Implementation Agency shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.
3. The Purchaser or its nominated agencies shall retain all rights to prevent, stop and if required take the necessary punitive action against the Implementation Agency regarding any forbidden disclosure.
4. The Implementation Agency shall ensure that all its employees, agents and sub-contractors involved in the project, execute individual non-disclosure agreements(NDA). The implementing agency would submit a declaration that it has obtained the NDA from its employees and sub-contractors.

For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:

- a. information already available in the public domain;
 - b. information which has been developed independently by the Implementation Agency, independent of this project;
 - c. information which has been received from a third party who had the right to disclose the aforesaid information;
 - d. Information which has been disclosed to the public, pursuant to a court order.
5. To the extent the Implementation Agency shares its confidential or proprietary information with the Purchaser for effective performance of the Services, the provisions of Clause 17.1, 17.2 and 17.3 shall apply mutatis mutandis on the Purchaser or its nominated agencies.
 6. Any handover of confidential information needs to be maintained in a list, both by Purchaser & SI, containing at the very minimum, the name of provider, recipient, date of generation of the data, date of handing over of data, mode of information, purpose and signatures of both parties.
 7. Notwithstanding anything to the contrary mentioned hereinabove, the Implementation Agency shall have the right to share the Letter of Intent / work order provided to it by the Purchaser in relation to this Agreement, with its prospective purchasers solely for the purpose of



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and with the intent to evidence and support its work experience under this Agreement

8. The liability of the Implementation Agency to the Purchaser organization, applicable to breach of Clause 17, shall not exceed two times the total contract value.

18. AUDIT, ACCESS AND REPORTING

The Implementation Agency shall allow access to the Purchaser or its nominated agencies to all information which is in the possession or control of the Implementation Agency and which relates to the provision of the Services as set out in the Audit, Access and Reporting Schedule and which is reasonably required by the Purchaser to comply with the terms of the Audit, Access and Reporting Schedule set out as Schedule III of this Agreement.

19. INTELLECTUAL PROPERTY RIGHTS

1. Products and fixes:

All products and related solutions and fixes provided pursuant to this Agreement shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product, the ownership of which shall continue to vest with the product owner. Implementation Agency would be responsible for arranging any licenses associated with products.

“Product” means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing which are made available to Purchaser for license which is published by product owner or its affiliates, or a third party. “Fixes” means product fixes that are either released generally (such as commercial product service packs) or that are provided to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.

2. Bespoke development:

Subject to the provisions of Clause 19.C and 19.D below, upon payment, the IPR rights for any bespoke development done during the implementation of the project will lie exclusively with the Purchaser.

3. Pre-existing work:

All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a Party under this Agreement (“pre-existing work”) including any enhancement or



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modification thereto shall remain the sole property of that Party. During the performance of the services for this agreement, each party grants to the other party (and their sub-contractors as necessary) a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services for duration of the Term of this Agreement. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the Implementation Agency should grant Purchaser a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to Purchaser as part of the service or deliverables for its internal business operations. Under such license, either of parties will have no right to sell the pre-existing work of the other party to a Third Party. Purchaser's license to pre-existing work is conditioned upon its compliance with the terms of this Agreement and the perpetual license applies solely to the pre-existing work that bidder leaves with Purchaser at the conclusion of performance of the services.

4. Residuals:

In no event shall Implementation Agency be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the deliverables, set-out in this Agreement or Annexure. In addition, subject to the confidentiality obligations, Implementation Agency shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services.

5. Right to monetize:

Centralized Pension Processing (CPP) Project ownership rights vest solely with the Purchaser, including the right to monetize the complete product/deliverables supplied/developed by the Implementation Agency.

20. WARRANTY & MAINTENANCE

1. Standard:

The Implementation Agency warrants that the Project, including all the system(s), materials and goods supplied pursuant to the Agreement, shall be free from any defect or deficiency in the material, design, engineering, and workmanship that prevent the system and/or any of its systems(s) from fulfilling the technical requirements or that limit in a material fashion the performance, reliability, or extensibility



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of the system and/or any of its sub-system(s). Commercial warranty provisions of products supplied under the Agreement shall apply to the extent they do not conflict with the provisions of this Agreement.

- a) The IA also warrants that the products, materials and other goods supplied under the Agreement are new, unused and incorporate all recent improvements in design that materially affect the system's or subsystem's ability to fulfil the technical requirements specified in the RFP.
- b) In addition, the IA warrants that: (i) all Goods components to be incorporated into the System form part of the IA/OEM's and/or Subcontractor's current product lines.
- c) The warranty period shall commence from the date of Go Live of the project or of any major component or subsystem for which phased Go-Live is provided for in the Agreement and shall extend for as follows:

Component	Period
Standard Hardware	6 months post completion of the agreement
COTS Software	6 months post completion of the agreement
Bespoke Software	6 months post completion of the agreement

Purchaser/Government department should approve signoff within or provide feedback within 15 working days from the submission of deliverables for Go-Live/Phased Go-live (as relevant, depending on project requirement) by the implementing agency.

In case the Purchaser/Government department fails to respond and provide feedback on the above stated submission, the deliverables will be deemed accepted for the commencement of warranty for the project.

However, in case the purchaser confirms to vendor an alternative date, then the date would stand revised for deemed acceptance. Each deliverable shall be reviewed and approved at multiple levels. Duration of review required for each deliverable shall vary & the same would be finalized with the Implementation Agency at the project inception stage, following the principles laid down in section 5 & 6 of volume 1 of the RFP.



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- d) If during the warranty period any defect or deficiency is found in the material, design and performance/workmanship of the Project and other Services provided by the Implementation Agency, the Implementation Agency shall promptly, in consultation and agreement with Purchaser, and at the Implementation Agency's sole cost repair, replace, or otherwise make good (as the Implementation Agency shall, at its discretion, determine) such default, defect or deficiency as well as any damage to the system caused by such default, defect or deficiency. Any defective component, excluding hard disks, that has been replaced by the Implementation Agency shall remain the property of the Implementation Agency.
- e) The IA may, with the consent of the Purchaser, remove from the site any product and other goods that are defective, if the nature of the defect, and/or any damage to the System caused by the defect, is such that repairs cannot be expeditiously carried out at the site. If the repair, replacement, or making good is of such a character that it may affect the efficiency of the System, the Purchaser may give the IA notice requiring that tests of the defective part be made by the IA immediately upon completion of such remedial work, whereupon the IA shall carry out such tests. If such part fails the tests, the IA shall carry out further repair, replacement, or making good (as the case may be) until that part of the System passes such tests. The tests shall be agreed upon by the Purchaser and the Supplier.
- f) If the IA fails to commence the work necessary to remedy such defect or any damage to the System caused by such defect within a reasonable time period, the Purchaser may, following notice to the IA, proceed to do such work or contract a third party (or parties) to do such work, and the reasonable costs incurred by the Purchaser in connection with such work shall be paid to the Purchaser by the IA or may be deducted by the Purchaser from any amount due to the IA.
- g) If the System or any of its sub-systems cannot be used by reason of such default, defect or deficiency and/or making good of such default, defect or deficiency, attributable to IA, the warranty period for the Project shall be extended by a period equal to the period during which the Project or any of its system could not be used by the Purchaser because of such defect and/or making good of such default, defect or deficiency. For reasons not attributable to IA, the IA shall not be liable.
- h) Items substituted for defective parts of the System during the Warranty Period shall be covered by the Warranty for the remainder of the Warranty Period applicable for the part replaced or three (3) months, whichever is greater.



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- i) The Implementing Agency shall have no liability in the case of breach of this warranty due to (i) use of the deliverables on any environment (hardware or software) other than the environment recommended or approved by the Implementing Agency, (ii) the combination, operation, or use of some or all of the deliverables with information, software, specifications, instructions, data, or materials not recommended by the Implementing Agency; (iii) the deliverables having been tampered with, altered or modified by Purchaser without the written permission of the Implementing Agency, or (iv) use of the deliverables otherwise than in terms of the relevant documentation.
- j) Implementation Agency will comply with all privacy and data protection laws, rules, and regulations that are in force or that may in the future be applicable. The Pensioner and employees' data of the purchaser shall never be used by the Implementation Agency (owner/partner/employees) or its sub-contractor other than its intended use.

2. Implied Warranty:

The warranties provided herein are in lieu of all other warranties, both express and implied, and all other warranties, including without limitation that of merchantability or fitness for intended purpose is specifically disclaimed. However, in case the period of warranty supplied by OEM(s) exceeds the warranty provided herein, the warranty period of that OEM(s) shall be considered as valid, provided there is no cost liability towards the Purchaser for this exceptional warranty.

21. LIQUIDATED DAMAGES

Time is the essence of the Agreement and the delivery dates are binding on the Implementation Agency. In the event of delay or any gross negligence in implementation of the project before Go-Live, for causes solely attributable to the Implementation Agency, in meeting the deliverables, the Purchaser shall be entitled at its option to recover from the Implementation Agency as agreed, liquidated damages, a sum of **0.5%** of the value of the deliverable which suffered delay or gross negligence for each completed week or part thereof subject to a limit of **10%** of the total contract value. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to Purchaser under the contract and law.



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22. INSURANCE COVER

Obligation to maintain insurance:

In connection with the provision of the Services, the Service Provider must have and maintain:

- a) for the Agreement Period, valid and enforceable insurance coverage for:
 - i. public liability;
 - ii. either professional indemnity or errors and omissions;
 - iii. product liability;
 - iv. workers' compensation as required by law; and
 - v. any additional types specified in Schedule I; and
- b) for 1 year following the expiry or termination of the Agreement, valid and enforceable insurance policies (if relevant), in the amount not less than the Insurance Cover specified in Schedule

1. Certificates of currency

The Implementation Agency must, on request by the Purchaser, provide current relevant confirmation of insurance documentation from its insurance brokers certifying that it has insurance as required by this Clause 22. The Service Provider agrees to replace any coverage prior to the date of expiry/cancellation.

2. Non-compliance

Purchaser or its nominated agencies may, at its election, terminate this Agreement as per clause 14, upon the failure of Implementation Agency or notification of such failure, to maintain the required insurance coverage. Inadequate insurance coverage for any reason shall not relieve Implementation Agency of its obligations under this Agreement.

23. MISCELLANEOUS

1. Personnel

- a) The personnel assigned by Implementation Agency to perform the Services shall be



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employees of Implementation Agency, and under no circumstances shall such personnel be considered employees of Purchaser or its nominated agencies. The Implementation Agency shall have the sole responsibility for the supervision and control of the personnel deployed in the Project and for payment of such personnel's compensation, including salary, withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all obligations of an employer subject to Applicable Law. Non employees to be employed only with prior written consent of the purchaser.

- b) The Implementation Agency shall use its best efforts to ensure that sufficient Implementation Agency personnel are assigned to perform the Services and that such personnel have appropriate qualifications to perform the Services. After discussion with Implementation Agency, Purchaser or its nominated agencies shall have the right to require the removal or replacement of any Implementation Agency personnel performing work under this Agreement based on bonafide reasons. In the event that Purchaser or its nominated agencies requests that any Implementation Agency personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule.
- c) In the event that the Purchaser and Implementation Agency identify any personnel of Implementation Agency as "Key Personnel", then the Implementation Agency shall not remove such personnel from the Project without the prior written consent of Purchaser or its nominated agencies unless such removal is the result of an unavoidable circumstance including but not limited to resignation, termination, medical leave, etc. The replacement of such key personnel shall be with prior written approval from the purchaser.
- d) Except as stated in this Clause, nothing in this Agreement or the SLA will limit the ability of Implementation Agency to freely assign or reassign its employees; provided that Implementation Agency shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. Purchaser or its nominated agencies shall have the right to review and approve Implementation Agency's plan for any such knowledge transfer. Implementation Agency shall maintain the same or higher standards for skills and professionalism among replacement personnel as in personnel being replaced.



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- e) Each Party shall be responsible for the performance of all its obligations under this Agreement or the SLA as the case may be and shall be liable for the acts and omissions of its employees and agents in connection therewith.
- f) Neither Party will solicit for employment or knowingly hire an employee of the other Party with whom such Party has contact pursuant to project engagements under this Agreement. This restriction shall not apply to employees of either Party responding to advertisements in job fairs or news media circulated to the general public.

2. Independent Contractor

Nothing in this Agreement or the SLA shall be construed as establishing or implying any partnership or joint venture between the Parties to this Agreement or the SLA and, except as expressly stated in this Agreement or the SLA, nothing in this Agreement or the SLA shall be deemed to constitute any Parties as the agent of any other Party or authorizes either Party to:

- a) incur any expenses on behalf of the other Party;
- b) enter into any engagement or make any representation or warranty on behalf of the other Party;
- c) pledge the credit of or otherwise bind or oblige the other Party; or
- d) commit the other Party in any way whatsoever without in each case obtaining the other Party's prior written consent.

3. Sub-contractors

Implementation Agency shall only subcontract work related to (a) User Centralized Helpdesk and (b) Training and Capacity Building to the extent indicated in Volume-I with Purchaser's prior written consent. No other work shall be sub contracted by the Implementation Agency. These sub-contractors will be governed by the various clauses mentioned in this RFP for the Implementation Agency. It is clarified that the Implementation Agency shall be the principal employer for all claims arising from the liabilities statutory or otherwise, concerning the sub-contractors. The Implementation Agency undertakes to indemnify the Purchaser or its nominated agencies from any claims on the grounds stated hereinabove.

4. Assignment



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- a) All terms and provisions of this Agreement shall be binding on and shall inure to the benefit of the Purchaser and their respective successors and permitted assigns.
- b) Subject to Clause 5.1, the Implementation Agency shall not be permitted to assign its rights and obligations under this Agreement to any third party.

5. Trademarks, Publicity

Neither Party may use the trademarks of the other Party without the prior written consent of the other Party except that Implementation Agency may, upon completion, use the Project as a reference for credential purpose. Except as required by law or the rules and regulations of each stock exchange upon which the securities of one of the Parties is listed, neither Party shall publish or permit to be published either alone or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement, the SLA or the business of the Parties without prior reference to and approval in writing from the other Party, such approval not to be unreasonably withheld or delayed provided however that Implementation Agency may include Purchaser or its client lists for reference to third parties subject to the prior written consent of Purchaser not to be unreasonably withheld or delayed, Such approval shall apply to each specific case and relate only to that case.

6. Notices

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

<Insert Address> Tel:

Fax:

Email:

Contact:

With a copy to:



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Implementation Agency

Tel:

Fax:

Email:

Contact:

In relation to a notice given under the MSA / SLA, a Party shall specify the Parties' address for service of notices, any such notice to be copied to the Parties at the addresses set out in this Clause.

- a) Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 9.00 am and 5.00 pm at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).
- b) Either Party to this Agreement or to the SLA may change its address, telephone number, facsimile number and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

7. Variations and Further Assurance

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



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8. Severability and Waiver

- a) If any provision of this Agreement or the SLA, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the SLA or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.
- b) No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement or the SLA of any right, remedy or provision of this Agreement or the SLA shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

9. Compliance with Applicable Law

Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to its business like the Implementation Agency as an information technology service provider) at all times comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken provided that changes in such laws, rules and regulations which result in a change to the Services shall be dealt with in accordance with the Change Control Schedule set out in Schedule I of this Agreement.

10. Professional Fees

All expenses incurred by or on behalf of each Party to this Agreement and the SLA, including all fees of agents, legal advisors, accountants and actuaries employed by either of the Parties in connection with the negotiation, preparation and execution of this Agreement or the SLA shall be borne solely by the Party which incurred them.

11. Ethics



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The Implementation Agency represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or agent of Purchaser or its nominated agencies in connection with this agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of Purchaser standard policies and may result in cancellation of this Agreement, or the SLA.

12. Entire Agreement

This Agreement and the SLA with all schedules & annexures appended thereto and the contents and specifications of the RFP constitute the entire agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein, provided that nothing in this Clause shall be interpreted so as to exclude any liability in respect of fraudulent misrepresentation.

13. Amendment

Any amendment to this Agreement shall be made in accordance with the Change Control Schedule set out in Schedule I of this Agreement by mutual written consent of all the Parties.

24. GOVERNING LAW AND DISPUTE RESOLUTION

1. This Agreement shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules. The parties expressly agree to exclude the application of the U.N. Convention on Contracts for the International Sale of Goods (1980) to this Agreement and the performance of the parties contemplated under this Agreement, to the extent that such convention might otherwise be applicable.
2. Any dispute arising out of or in connection with this Agreement or the SLA shall in the first instance be dealt with in accordance with the escalation procedure as set out in the Governance Schedule set out as Schedule IV of this Agreement.
3. In case the escalations do not help in resolution within the time frame, Either Party shall have the right to refer the matter for mediation. Both the parties should agree as follows:
 - Aggrieved party should refer the dispute to the identified mediator in writing, with a copy to the other party. Such a reference should contain a description of the nature of the dispute,



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the quantum in dispute (if any) and the relief or remedy sought suitable.

- The mediator shall use his best endeavours to conclude the mediation within a certain number of days of his appointment.
 - If no resolution can be reached through escalation procedure or mediation within 30 days then the matter would be governed as per Point No. 4 under this clause.
4. Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to Delhi International Arbitration Center (established by the High Court of Delhi). The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Delhi, India. Any legal dispute will come under the sole jurisdiction of Delhi, India.
 5. Compliance with laws: Each party will comply with all applicable export and import laws and regulations.
 6. Risk of Loss: For each hardware item, Implementation Agency bears the risk of loss or damage up to the time it is delivered to the Purchaser's designated location and placed under the Purchaser's active control.
 7. Third party components: Implementation Agency will provide all third party components solely on a pass-through basis in accordance with the relevant third party terms and conditions.

25. PERFORMANCE BANK GUARANTEE (PBG)

A Performance Bank Guarantee (PBG) of 3% of total contract value of the contract would be furnished by the implementation agency in the form of a Bank Guarantee as per the format provided in the RFP from any **Commercial Bank**. The PBG should be furnished within **15 days** from notification of award or on or before the date of signing the contract and should be valid till the entire term of the agreement and for an **additional period of 180 days** after the completion of term of agreement including warranty obligations.



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In case any claims or any other contract obligations are outstanding, the Implementation Agency will extend the Performance Bank Guarantee as asked by the Purchaser till such time the Implementation Agency settles all claims and completes all contract obligations.

Notwithstanding what has been stated elsewhere in this Contract and the Schedules attached herein, in the event the Implementation Agency is unable to meet the obligations pursuant to the implementation of the Project and/or provide the operations and maintenance Services and any related scope of work as stated in this Contract, the Purchaser will, inter alia, have the option to invoke the Performance Bank Guarantee after serving a written notice fifteen days in advance on the Implementation Agency. Such right of the Implementation Agency shall be without prejudice to any other rights or remedies available under law or contract. In case the contract is extended, the PBG has to be valid for **180 days beyond the extended period**.

In the event of the expiry of this Agreement, IA&AD shall retain the Performance Bank Guarantee till its validity period. Subsequently, the Performance Bank Guarantee shall be released provided IA&AD or an agency nominated by IA&AD certifies and IA&AD accepts that the handing over procedure as stated in Exit Management Schedule has been duly complied with. In the event that the compliance is not completed, the Performance Bank Guarantee shall be invoked and the amount appropriated and forfeited. IA&AD will not pay any costs of Implementation Agency's conduct of business. There will be no payments to the Implementation Agency to compensate for business loss.

IN WITNESS WHEREOF the Parties have by duly authorized

Representatives set their respective hands and seal on the date first above Written in the presence of:

WITNESSES:

Signed by:

(Name and designation) **For and on behalf of Purchaser**

(FIRST PARTY)

Signed by:



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(Name and designation)

IMPLEMENTATION AGENCY

(SECOND PARTY)

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



26. SCHEDULES

SCHEDULE I – CHANGE CONTROL SCHEDULE

This Schedule describes the procedure to be followed in the event of any proposed change to the Master Service Agreement (“MSA”), Project Implementation Phase, SLA and Scope of Work and Functional Requirement Specifications. Such change shall include, but shall not be limited to, changes in the scope of services provided by the Implementation Agency and changes to the terms of payment as stated in the Terms of Payment Schedule.

The Purchaser and IA recognize that frequent change is an inevitable part of delivering services and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without a material effect on the cost. The IA will endeavour, wherever reasonably practicable, to effect change without an increase in the terms of payment as stated in the Terms of Payment Schedule and Purchaser or its nominated agencies will work with the Implementation Agency to ensure that all changes are discussed and managed in a constructive manner. This Change Control Schedule sets out the provisions which will apply to all the changes to this agreement and other documents except for the changes in SLAs for which a separate process has been laid out in Clause 11 of the SLA.

This Change Control Schedule sets out the provisions which will apply to changes to the MSA.

CHANGE MANAGEMENT PROCESS

a) CHANGE CONTROL NOTE ("CCN")

- i. Change requests in respect of the MSA, the Project Implementation, the operation, the SLA or Scope of work and Functional Requirement specifications will emanate from the Parties' respective Project Manager who will be responsible for obtaining approval for the change and who will act as its sponsor throughout the Change Control Process and will complete Part A of the CCN attached as Annexure A hereto. CCNs will be presented to the other Party's Project Manager who will acknowledge receipt by signature of the CCN.
- ii. The IA and the Purchaser or its nominated agencies, during the Project Implementation Phase and the Purchaser or its nominated agencies during the



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Operations and Management Phase, while preparing the CCN, shall consider the change in the context of the following parameter, namely whether the change is beyond the scope of Services including ancillary and concomitant services required and as detailed in the RFP and is suggested and applicable only after the testing, commissioning and certification of the Pilot Phase and the Project Implementation Phases I & II as set out in this Agreement.

- iii. It is hereby also clarified here that any change of control suggested beyond 25 % of the value of this Project will be beyond the scope of the change control process and will be considered as the subject matter for a separate bid process and a separate contract. It is hereby clarified that the 25% of the value of the Project as stated in herein above is calculated on the basis of project value submitted by the Implementation Agency and accepted by the Purchaser or its nominated agencies or as decided and approved by Purchaser or its Nominated Agencies. For arriving at the cost / rate for change up to 25% of the project value, the payment terms and relevant rates as specified in Annexure D shall apply.

b) Quotation

- i. The IA shall assess the CCN and complete Part B of the CCN, in completing the Part B of the CCN the IA shall provide as a minimum:
 - 1.a description of the change
 - 2.a list of deliverables required for implementing the change;
 - 3.a time table for implementation;
 - 4.an estimate of any proposed change
 - 5.any relevant acceptance criteria
 - 6.an assessment of the value of the proposed change;
 - 7.material evidence to prove that the proposed change is not already covered within the Agreement and the scope of work
- ii. Prior to submission of the completed CCN to the Purchaser, or its nominated agencies,



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the Service Provider will undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the IA shall consider the materiality of the proposed change in the context of the MSA and the Project Implementation affected by the change and the total effect that may arise from implementation of the change.

c) Costs

Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided the IA meets the obligations as set in the CCN. In case of recertification due to proposed changes, required cost will be borne by the party that initiated the change. In the event the IA is unable to meet the obligations as defined in the CCN, then the cost of getting it done by a third party will be borne by the IA.

d) Obligations

The IA shall be obliged to implement any proposed changes once approval in accordance with above provisions has been given, with effect from the date agreed for implementation and within an agreed timeframe. IA will not be obligated to work on a change until the parties agree in writing upon its scope, price and/or schedule impact. The cost associated with any hardware/goods/License for COTS product should not exceed the price quoted in the bidder's proposal. Any costs associated with changes to Software specifications which cannot be arrived at on the basis of the IA's proposal shall be mutually agreed to between the IA and the Purchaser.

SCHEDULE II - EXIT MANAGEMENT SCHEDULE

1. PURPOSE

- 1.1. This Schedule sets out the provisions, which will apply on expiry or termination of the MSA, the Project Implementation, Operation and Management SLA.
- 1.2. In the case of termination of the Project Implementation and/or Operation and Management, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- 1.3. The Parties shall ensure that their respective associated entities carry out their respective



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obligations set out in this Exit Management Schedule.

2. TRANSFER OF ASSETS

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



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3. COOPERATION AND PROVISION OF INFORMATION

3.1. During the exit management period:

- i. The Implementation Agency will allow the Purchaser or its nominated agency access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the Purchaser to assess the existing services being delivered;
- ii. promptly on reasonable request by the Purchaser, the IA shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (whether provided by the Implementation Agency or subcontractors appointed by the Implementation Agency). The Purchaser shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The Implementation Agency shall permit the Purchaser or its nominated agencies to have reasonable access to its employees and facilities as reasonably required by Purchaser or Its Nominated agency, to understand the methods of delivery of the services employed by the Implementation Agency and to assist appropriate knowledge transfer.

4. CONFIDENTIAL INFORMATION, SECURITY AND DATA

- 4.1. The Implementation Agency will promptly on the commencement of the exit management period supply to the Purchaser or its nominated agency the following:
 - i. information relating to the current services rendered and customer and performance data relating to the performance of subcontractors in relation to the services;
 - ii. documentation relating to Computerization Project's Intellectual Property Rights;
 - iii. documentation relating to sub-contractors;
 - iv. all current and updated data as is reasonably required for purposes of Purchaser or its nominated agencies transitioning the services to its Replacement Implementation Agency in a readily available format nominated by the Purchaser, its nominated agency;



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- v. all other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable Purchaser or its nominated agencies, or its Replacement Implementation Agency to carry out due diligence in order to transition the provision of the Services to Purchaser or its nominated agencies, or its Replacement Implementation Agency (as the case may be).

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

4.3. Before the expiry of the exit management period, unless otherwise provided under the MSA, the Purchaser or its nominated agency shall deliver to the Implementation Agency all forms of Implementation Agency confidential information.

5. EMPLOYEES

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

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

6. TRANSFER OF CERTAIN AGREEMENTS

On request by the Purchaser or its nominated agency the Implementation Agency shall effect such assignments, transfers, licences and sub-licences to the Product Owner or its Replacement Implementation Agency in relation to any equipment lease, maintenance or service provision



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agreement between Implementation Agency and third party lessors, vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by the Purchaser or its nominated agency or its Replacement Implementation Agency.

7. RIGHTS OF ACCESS TO PREMISES

- 7.1. At any time during the exit management period, where Assets are located at the Implementation Agency's premises, the Implementation Agency will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) the Purchaser or its nominated agency and/or any Replacement Implementation Agency in order to make an inventory of the Assets.
- 7.2. The Implementation Agency shall also give the Purchaser or its nominated agency or its nominated agencies, or any Replacement Implementation Agency right of reasonable access to the Implementation Partner's premises and shall procure the Purchaser or its nominated agency or its nominated agencies and any Replacement Implementation Agency rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the MSA as is reasonably necessary to migrate the services to the Purchaser or its nominated agency, or a Replacement Implementation Agency.

8. GENERAL OBLIGATIONS OF THE IMPLEMENTATION AGENCY

- 8.1. The Implementation Agency shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the Purchaser or its nominated agency or its Replacement Implementation Agency and which the Implementation Agency has in its possession or control at any time during the exit management period.
- 8.2. For the purposes of this Schedule, anything in the possession or control of any Implementation Agency, associated entity, or sub-contractor is deemed to be in the possession or control of the Implementation Agency.
- 8.3. The Implementation Agency shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

9. EXIT MANAGEMENT PLAN



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- 9.1. The Implementation Agency shall provide the Purchaser or its nominated agency with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the MSA as a whole and in relation to the Project Implementation, and the Operation and Management SLA.
- i. A detailed program of the transfer process that could be used in conjunction with a Replacement Implementation Agency including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
 - ii. plans for the communication with such of the Implementation Agency's subcontractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the Purchaser's operations as a result of undertaking the transfer;
 - iii. (if applicable) proposed arrangements for the segregation of the Implementation Agency's networks from the networks employed by Purchaser and identification of specific security tasks necessary at termination;
 - iv. Plans for provision of contingent support to Purchaser, and Replacement Implementation Agency for a reasonable period after transfer.
- 9.2. The Implementation Agency shall re-draft the Exit Management Plan as follows:
- Before Centralized Pension Processing (CPP) Project Phase 1 Go-live
 - Before Centralized Pension Processing (CPP) Project Phase 2 Go-live
 - Annually for rest of the contract duration
- 9.3. Each Exit Management Plan shall be presented by the Implementation Agency for and approved by the Purchaser or its nominated agencies.
- 9.4. The terms of payment as stated in the Terms of Payment Schedule include the costs of the Implementation Agency complying with its obligations under this Schedule.
- 9.5. In the event of termination or expiry of MSA, and Project Implementation, each Party shall comply with the Exit Management Plan.



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- 9.6. During the exit management period, the Implementation Agency shall use its best efforts to deliver the services.
- 9.7. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.
- 9.8. This Exit Management plan shall be furnished in writing to the Purchaser or its nominated agencies within 90 days from the Effective Date of this Agreement.



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SCHEDULE III - AUDIT, ACCESS AND REPORTING

1. PURPOSE

This Schedule details the audit, access and reporting rights and obligations of the Purchaser or its nominated agency and the Implementation Agency.

2. AUDIT NOTICE AND TIMING

- 2.1. As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavours to agree to a timetable for routine audits during the Project Implementation Phase and the Operation and Management Phase. Such timetable during the Implementation Phase, the Purchaser or its nominated agency and thereafter during the operation Phase, the Purchaser or its nominated agency shall conduct routine audits in accordance with such agreed timetable and shall not be required to give the Implementation Agency any further notice of carrying out such audits.
- 2.2. The Purchaser or its nominated agency may conduct non-timetabled audits at his/ her own discretion if it reasonably believes that such non-timetabled audits are necessary as a result of an act of fraud by the Implementation Agency, a security violation, or breach of confidentiality obligations by the Implementation Agency, provided that the requirement for such an audit is notified in writing to the Implementation Agency a reasonable period time prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail the reasons for the requirement and the alleged facts on which the requirement is based. If the Implementation Agency considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure as set out in the Governance Schedule.
- 2.3. The frequency of audits shall maximum be half yearly, provided always that the Purchaser or its nominated agency shall endeavour to conduct such audits with the lowest levels of inconvenience and disturbance practicable being caused to the Implementation Agency. Any such audit shall be conducted by with adequate notice of 2 weeks to the Implementation Agency.
- 2.4. Purchaser will ensure that any 3rd party agencies appointed to conduct the audit will not



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be competitor of the Implementation Agency and will be bound by confidentiality obligations.

3. ACCESS

The Implementation Agency shall provide to the Purchaser or its nominated agency reasonable access to employees, subcontractors, suppliers, agents and third party facilities as detailed in the RFP, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections. The Product Owner shall have the right to copy and retain copies of any relevant records. The Implementation Agency shall make every reasonable effort to co-operate with them.

4. AUDIT RIGHTS

- 4.1. The Purchaser or its nominated agency shall have the right to audit and inspect suppliers, agents and third party facilities (as detailed in the RFP), documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:
- i. The security, integrity and availability of all data processed, held or conveyed by the Partner on behalf of Purchaser and documentation related thereto;
 - ii. That the actual level of performance of the services is the same as specified in the SLA;
 - iii. That the Implementation Agency has complied with the relevant technical standards, and has adequate internal controls in place; and
 - iv. The compliance of the Implementation Agency with any other obligation under the MSA and SLA.
 - v. Security audit and implementation audit of the system shall be done. On each Go-Live of Phase 1 and Phase 2 and once each year Post Go-Live, the cost of which shall be borne by the Implementation Agency.
 - vi. For the avoidance of doubt the audit rights under this Schedule shall not include access to the Implementation Agency's profit margins or overheads, any confidential information relating to the Implementation Agency's employees,



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or (iii) minutes of its internal Board or Board committee meetings including internal audit, or (iv) such other information of commercial-in-confidence nature which are not relevant to the Services associated with any obligation under the MSA.

5. AUDIT RIGHTS OF SUB-CONTRACTORS, SUPPLIERS AND AGENTS

- 5.1. The Implementation Agency shall use reasonable endeavours to ensure the same audit and access provisions as defined in this Schedule with sub-contractors who supply labour, services in respect of the services. The Implementation Agency shall inform the Purchaser or its nominated agency prior to concluding any sub-contract or supply agreement of any failure to achieve the same rights of audit or access.
- 5.2. REPORTING: The Implementation Agency will provide quarterly reports to the Product Owner or Officer designated by him/her, regarding any specific aspects of the Project and in context of the audit and access information as required by the Purchaser or its nominated agency.

6. ACTION AND REVIEW

- 6.1. Any change or amendment to the systems and procedures of the Implementation Agency, or sub-contractors, where applicable arising from the audit report shall be agreed within thirty (30) calendar days from the submission of the said report.
- 6.2. Any discrepancies identified by any audit pursuant to this Schedule shall be immediately notified to the Purchaser or its nominated agency and the Implementation Agency Project Manager who shall determine what action should be taken in respect of such discrepancies in accordance with the terms of the MSA.

7. TERMS OF PAYMENT

The Purchaser shall bear the cost of any audits and inspections. The terms of payment are exclusive of any costs of the Implementation Agency and the sub-contractor, for all reasonable assistance and information provided under the MSA, the Project Implementation, Operation and Management SLA by the Implementation Agency pursuant to this Schedule.

8. RECORDS AND INFORMATION



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For the purposes of audit in accordance with this Schedule, the Implementation Agency shall maintain true and accurate records in connection with the provision of the services and the Implementation Agency shall handover all the relevant records and documents upon the termination or expiry of the MSA.



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SCHEDULE IV - GOVERNANCE SCHEDULE

Refer section 6 of volume 1

SCHEDULE V - TERMS OF PAYMENT SCHEDULE

Refer section 8 of Volume 2



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27. ANNEXURE

ANNEXURE A – FORMAT FOR CHANGE CONTROL NOTICE

Change Control Note		CCN Number:	
Part A: Initiation			
Title:			
Originator:			
Sponsor:			
Date of Initiation:			
Details of Proposed Change			
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)			
Authorised by Purchaser		Date:	
Name:			
Signature:		Date:	
Received by the IA			
Name:			
Signature:			
Change Control Note		CCN Number:	
Part B: Evaluation			
(Identify any attachments as B1, B2, and B3 etc.)			
Changes to Services, charging structure, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.			
Brief Description of Solution:			



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Impact:	
Deliverables:	
Timetable:	
Charges for Implementation: (including a schedule of payments)	
Other Relevant Information: (including value-added and acceptance criteria)	
Authorised by the Implementation Agency	Date:
Name:	
Signature:	
Change Control Note	CCN Number :
Part C: Authority to Proceed	
Implementation of this CCN as submitted in Part A, in accordance with Part B is: (tick as appropriate)	
Approved	
Rejected	
Requires Further Information (as follows, or as	



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For Purchaser and its nominated agencies	For the Implementation Agency
Signature	Signature
Name	Name
Title	Title
Date	Date



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ANNEXURE B - LIST OF SERVICES PROVIDED BY THE IMPLEMENTATION AGENCY

Various services to be offered by the Implementation Agency will consist of:

- I.
- II.
- III.
- IV.
- V.

Note:

- Purchaser will sign the end user license agreement for the software brought from any 3rd party for the purpose of this Project however Implementation Agency shall be solely responsible to make payment for the cost of software to such third party software vendor.



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ANNEXURE C –REQUIRED DELIVERABLE AND ASSOCIATED TIMELINES

Refer section 8 of volume 2

ANNEXURE D – BID

1. TECHNICAL BID RESPONSE – EXTRACTED AS APPENDIX – A
2. FINANCIAL BID RESPONSE
 - 2a. Summary of Cost Components
 - 2b. Summary of Man-month rates
3. Details of Cost Component



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ANNEXURE E – BILL OF MATERIAL



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ANNEXURE F – ROLES AND RESPONSIBILITIES OF THE PARTIES

<to be inserted later>



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28. NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made on this the <***> day of <***> 20--- at <***>, India.

BETWEEN

----- having its office at -----
----- India hereinafter referred to as '**Purchaser**' or '-----', which expression shall, unless the context otherwise requires, include its permitted successors and assigns);

AND

<***>, a Company incorporated under the *Companies Act, 1956* or *Companies Act, 2013* or limited liability partnership (LLP) under *LLP Act, 2008*, having its registered office at <***> (hereinafter referred to as '**the Implementation Agency/IA**' which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the '**Parties**' and individually as a '**Party**'.

WHEREAS:

1. Purchaser is desirous to implement the project of ----- --.
2. The Purchaser and Implementation Agency have entered into a Master Services Agreement dated <***> (the "**MSA**") as well as a Service Level Agreement dated <***> (the "**SLA**") in furtherance of the Project.
3. Whereas in pursuing the Project (the "**Business Purpose**"), a Party ("Disclosing Party") recognizes that they will disclose certain Confidential Information (*as defined hereinafter*) to the other Party ("Receiving Party").
4. Whereas such Confidential Information (*as defined hereinafter*) belongs to Receiving Party as the case may be and is being transferred to the Disclosing Party to be used only for the Business Purpose and hence there is a need to protect such information from unauthorized use and disclosure.



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NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

Terms and expressions used in this Agreement (including the Introduction) shall have the same meanings set out in Clause I of MSA.

1.2. Interpretation

In this Agreement, unless otherwise specified:

- a) references to Clauses, Sub-Clauses, Paragraphs and Schedules are to clauses, sub-clauses, paragraphs of and schedules to this Agreement;
- b) use of any gender includes the other genders;
- c) references to a '**company**' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- d) references to a '**person**' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- e) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- f) any reference to a '**day**' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- g) references to a '**business day**' shall be construed as a reference to a day (other than a Sunday) on which banks in the state of Delhi are generally open for business;
- h) references to times are to Indian standard time;
- i) a reference to any other document referred to in this Agreement is a reference to that other



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document as amended, varied, novated or supplemented at any time; and

- j) all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

1.3. Measurements and Arithmetic Conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

1.4. Ambiguities within Agreement

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

- a) as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- b) as between the provisions of this Agreement and the Schedules, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules; and
- c) as between any value written in numerals and that in words, the value in words shall prevail.

1.5. Priority of agreements

The Parties hereby expressly agree that for the purpose of giving full and proper effect to this Agreement, the MSA and this Agreement shall be read together and construed harmoniously. In the event of any conflict between the MSA and this Agreement, the provisions contained in the MSA shall prevail over this Agreement.

2. TERM



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This Agreement will remain in effect for five years from the date of the last disclosure of Confidential Information (“Term”), at which time it will terminate, unless extended by the disclosing party in writing.

3. SCOPE OF THE AGREEMENT

- a) This Agreement shall apply to all confidential and proprietary information disclosed by Disclosing Party to the Receiving Party and other information which the disclosing party identifies in writing or otherwise as confidential before or within (30) thirty days after disclosure to the Receiving Party (“Confidential Information”). Such Confidential Information consists of certain specifications, documents, software, prototypes and/or technical information, and all copies and derivatives containing such Information that may be disclosed to the Disclosing Party for and during the Business Purpose, which a party considers proprietary or confidential.
- b) Such Confidential Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to the Receiving Party.

4. OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party shall:

- a) Use the Confidential Information only for the Business Purpose and shall hold the Confidential Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, taking into account the nature of the Confidential Information, and
- b) Grant access to Confidential Information only to its employees on a ‘need to know basis’ and restrict such access as and when not necessary to carry out the Business Purpose.
- c) Cause its employees to comply with the provisions of this Agreement;
- d) Reproduce Confidential Information only to the extent essential to fulfilling the Business Purpose, and
- e) Prevent disclosure of Confidential Information to third parties;
- f) Disclose the Confidential Information to its consultants/contractors on a need to know



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basis; provided that by doing so, the Receiving Party agrees to bind such consultants/contractors to terms at least as restrictive as those stated herein. The Receiving Party upon making a disclosure under this Clause shall:

- i. Advise the consultants/contractors of the confidentiality obligations imposed on them by this Clause.
- g) Upon the Disclosing Party's request, the Receiving Party shall either return to the disclosing party all Confidential Information or shall certify to the disclosing party that all media containing Confidential Information have been destroyed. Provided, however, that an archival copy of the Confidential Information may be retained in the files of the Receiving Party's counsel, solely for the purpose of proving the contents of the Confidential Information.
- h) Not to remove any of the other Party's Confidential Information from the premises of the Disclosing Party without prior written approval.
- i) Exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the Disclosing Party's prior written approval, from the Disclosing Party's premises. Each Party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.
- j) Upon the Disclosing Party's request, the Receiving Party shall promptly return to the Disclosing Party all tangible items containing or consisting of the disclosing party's Confidential Information all copies thereof.

5. EXCEPTIONS TO CONFIDENTIAL INFORMATION

The foregoing restrictions on each party's use or disclosure of Confidential Information shall not apply to the Confidential Information that the Receiving Party can demonstrate that such Confidential Information:

- a) was independently developed by or for the Receiving Party without reference to the Information, or was received without restrictions; or



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- b) has become generally available to the public without breach of confidentiality obligations of the Receiving Party; or
- c) was in the Receiving Party's possession without restriction or was known by the Receiving Party without restriction at the time of disclosure; or
- d) is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the Receiving Party has given the disclosing party prompt notice of such demand for disclosure and the Receiving Party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order; or
- e) is disclosed with the prior consent of the disclosing party; or
- f) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the Receiving Party from the disclosing party under an obligation of confidence; or
- g) the Receiving Party obtains or has available from a source other than the disclosing party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use towards the disclosing party.

6. OWNERSHIP OF THE CONFIDENTIAL INFORMATION

- a) Each Party recognizes and agrees that all of the disclosing Party's Confidential Information is owned solely by the Disclosing Party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain.
- b) By disclosing the Confidential Information or executing this Agreement, Disclosing Party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. The Disclosing Party disclaims all warranties regarding the information, including all warranties with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such information.
- c) Access to Confidential Information hereunder shall not preclude an individual who has seen such Confidential Information for the purposes of this Agreement from working on future



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projects for the Disclosing Party which relate to similar subject matters, provided that such individual does not make reference to the Confidential Information and does not copy the substance of the Confidential Information during the Term. Furthermore, nothing contained herein shall be construed as imposing any restriction on the Receiving Party's disclosure or use of any general learning, skills or know-how developed by the Receiving Party's personnel under this Agreement.

- d) Execution of this Agreement and the disclosure of Confidential Information pursuant to this Agreement do not constitute or imply any commitment, promise, or inducement by either Party to make any purchase or sale, or to enter into any additional agreement of any kind.

7. DISPUTE RESOLUTION

- a) If a dispute arises in relation to the conduct of this Contract (Dispute), a party must comply with this clause 7 before starting arbitration or court proceedings (except proceedings for urgent interlocutory relief). After a party has sought or obtained any urgent interlocutory relief that party must follow this clause 7.
- b) A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute.
- c) During the 14 days after a notice is given under clause 7(b) (or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts through a meeting of Senior Executive (or their nominees) to resolve the Dispute. If the parties cannot resolve the Dispute within that period then any such dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then it shall be referred to Delhi International Arbitration Center (established by the High Court of Delhi). The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties



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hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at the jurisdiction specified in Item 27. Any legal dispute will come under the sole jurisdiction specified in Item 27.

- d) The Receiving Party agrees that the Disclosing Party shall have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

8. VARIATION

This Agreement may only be varied in writing and signed by both Parties.

9. WAIVER

Waiver including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:-

- a) shall be in writing
- b) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- c) shall be executed by a duly authorized representative of the Party; and
- d) shall not affect the validity or enforceability of this Agreement in any manner

10. EXCLUSION OF IMPLIED WARRANTIES

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

11. ENTIRE AGREEMENT

This Agreement and the Annexure together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the



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respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn.

12. SEVERABILITY

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this Agreement or otherwise.

13. NO PARTNERSHIP

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party except as expressly provided under the terms of this Agreement.

14. THIRD PARTIES

This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

15. SUCCESSORS AND ASSIGNS

The Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

16. NOTICES

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall be given by hand



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delivery, recognized courier, registered post, email or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to Purchaser:

Attn: <***>

Tel:

Fax:

Email:

Contact:

With a copy to:

If to the Implementation Agency:

Attn: <***>

Tel:

Fax:

17. LANGUAGE

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in the English language.

18. COUNTERPARTS

This Agreement may be executed in counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

19. MITIGATION

Without prejudice to any express provisions of this Agreement on any mitigation obligations of the Parties, each of the Purchaser and the Implementation Agency shall at all times take all reasonable steps to minimize and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to this Agreement.



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20. REMOVAL OF DIFFICULTIES

The Parties acknowledge that it is conceivable that the Parties may encounter difficulties or problems in the course of implementation of the Project and the transactions envisaged under this Agreement. The Parties agree and covenant that they shall mutually discuss such difficulties and problems in good faith and take all reasonable steps necessary for removal or resolution of such difficulties or problems.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of the Implementation

For and on behalf of the Purchaser

Agency by:

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

(Fax No.)

(Fax No.)

In the presence of:

1.

2.



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29. SERVICE LEVEL AGREEMENT

THIS AGREEMENT is made on this the <***> day of <***> 20--- at <***>, India.

BETWEEN ----- having its office at -----

----- India hereinafter referred to as '**Purchaser**' or '**-----**', which expression shall, unless the context otherwise requires, include its permitted successors and assigns);

AND

<***>, a Company incorporated under the Companies Act, 1956 or Companies Act, 2013 or limited liability partnership (LLP) under LLP Act, 2008, having its registered office at <***> (hereinafter referred to as 'the Implementation Agency/IA' which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the 'Parties' and individually as a 'Party'.

WHEREAS:

1. Purchaser is desirous to implement the project of ----- --.
2. The Purchaser and Implementation Agency have entered into a Master Services Agreement dated <***> (the "**MSA**") as well as a Service Level Agreement dated <***> (the "**SLA**") in furtherance of the Project.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

a) Definitions

Terms and expressions used in this Agreement (including the Introduction) shall have the meanings set out in Annexure A.

b) Interpretation

In this Agreement, unless otherwise specified:



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- i. references to Clauses, Sub-Clauses, Paragraphs and Schedules are to clauses, sub-clauses, paragraphs of and schedules to this Agreement;
- ii. use of any gender includes the other genders;
- iii. references to a 'company' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- iv. references to a 'person' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- v. a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- vi. any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- vii. references to a 'business day' shall be construed as a reference to a day (other than a Sunday) on which banks in the state of Delhi are generally open for business;
- viii. references to times are to Indian Standard Time;
- ix. a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
- x. all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

k) Measurements and Arithmetic Conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

l) Ambiguities within Agreement



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In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

- i. as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- ii. as between the provisions of this Agreement and the Schedules, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules; and
- iii. as between any value written in numerals and that in words, the value in words shall prevail.

m) Priority of agreements

The Parties hereby expressly agree that for the purpose of giving full and proper effect to this Agreement, the MSA and this Agreement shall be read together and construed harmoniously. In the event of any conflict between the MSA and this Agreement, the provisions contained in the MSA shall prevail over this Agreement.

2. STRUCTURE

This SLA shall operate as a legally binding services agreement specifying terms which apply to the Parties in relation to the provision of the Services by the Implementation Agency to the Purchaser and its nominated agencies under this Agreement and the MSA.

3. OBJECTIVES OF THIS SLA

The Implementation Agency shall be required to ensure that the Service Levels which shall ensure the vision laid down in para 4.3 of volume 1 of the RFP.

To meet the aforementioned objectives the Implementation Agency will provide the Service Levels in accordance with the performance metrics as set out in detail in this Agreement. Further this Agreement shall govern the provision of the contracted services of the Implementation Agency to the Purchaser and its nominated agencies after the Go-Live Date.

4. SCOPE OF SLA

This Agreement has been executed in relation to the outsourcing portion of the Project between the Parties. The detailed Service Levels have been set out in Annexure A to this Agreement.



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This Agreement shall ensure the following:

- a) Establishment of mutual responsibilities and accountability of the Parties;
- b) Definition each Party's expectations in terms of services provided;
- c) Establishment of the relevant performance measurement criteria;
- d) Definition of the availability expectations;
- e) Definition of the escalation process;
- f) Establishment of trouble reporting single point of contact; and
- g) Establishment of the framework for SLA change management

The following parties are obligated to follow the procedures as specified by this Agreement:

- a) Purchaser
- b) Implementation Agency

5. AGREEMENT OWNERS

The following personnel shall be notified to discuss the Agreement and take into consideration any proposed SLA change requests:

Name	Title	Telephone	Email
Purchaser	Authorized Representative, Purchaser	<***>	<***>
Implementation Agency	<***>	<***>	<***>

6. CONTACT LIST

In the event that there is any change in the listed contacts, the same shall be communicated and updated prior to such change occurring. The Single Point of Contact ("POC") for the Implementation Agency shall be <***> and will be available 24X7.



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Name	Title	Location	Telephone
Purchaser	Authorized Representative, Purchaser	<***>	<***>
Implementation Agency	<***>	<***>	<***>

7. PRINCIPAL CONTACTS

The Purchaser and the Implementation Agency will nominate a senior staff member to be the principal contact regarding operation of this Agreement. At the date of signing of this Agreement, the nominated principal contacts are:

Buyer principal contact: _____

Implementation Agency principal contact: _____

8. COMMENCEMENT AND DURATION OF THIS AGREEMENT

Agreement shall commence on the date of signing the contract (hereinafter the “SLA Effective Date”) and shall, unless terminated earlier in accordance with its terms or unless otherwise agreed by the Parties, expire on the date on which this Agreement expires or terminates, which shall be a period of **7** years starting from **<Go-live date>**.

9. EXCLUSIONS TO THE AGREEMENT

This Agreement shall not govern the following services:

- a) Consulting services; and
- b) Implementation Agency’s business processes not related to the Project.

10. TERMS OF PAYMENT AND PENALTIES

- a) In consideration of the Services and subject to the provisions of the MSA and this Agreement, the Purchaser shall pay the amounts in accordance with the Terms of Payment Schedule of the MSA.



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- b) For the avoidance of doubt, it is expressly clarified that the Purchaser and/or its nominated agencies may also calculate a financial sum and debit the same against the terms of payment as defined in the Terms of Payment Schedule of the MSA as a result of the failure of the Implementation Agency to meet the Service Levels as set out in Annexure A of this Agreement, such sum being determined in accordance with the terms of the Service as set out in Annexure A of this Agreement.

11. UPDATING OF THIS AGREEMENT

- a) The Parties anticipate that this Agreement shall need to be re-evaluated and modified to account for changes in work environment and technology from time to time. Hence they hereby agree to revise the terms of the Agreement on an annual basis.
- b) The Parties hereby agree upon the following procedure for revising this Agreement:
- i. Any and all changes to this Agreement will be initiated in writing between the Purchaser and the Implementation Agency, The service levels in this Agreement shall be considered to be standard for the Purchaser and shall only be modified if both Parties agree to an appended set of terms and conditions;
 - ii. Only the Purchaser or the Implementation Agency may initiate a revision to this Agreement;
 - iii. A notice of the proposed revision ("**SLA Change Request**") shall be served to the Purchaser or the Implementation Agency as the case may be;
 - iv. The SLA Change request would be deemed to be denied in case it is not approved within a period of <***> days;
 - v. In the event that Buyer/Implementation Agency approves of the suggested change the change shall be communicated to all the Parties and the SLA Change request would be appended to the Agreement;
 - vi. The Purchaser shall update and republish the text of Agreement annually to include all the SLA Change Requests that have been appended to the Agreement during the course of the year. Such republished Agreement shall be circulated to all the Parties within <***> days of such change taking place.



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12. DOCUMENT HISTORY

All revisions made to this Agreement shall be listed in chronological order as per the format set out below and a copy of the same shall be provided to the Parties:

Version	Date	Description of Change
<***>	<***>	<***>
<***>	<***>	<***>

13. SCOPE OF SERVICES

- a) The Implementation Agency shall ensure that Services are available at various locations as per the requirements of the project;
- b) The Implementation Agency shall provide support services for addressing problems related to the provision of services of the selected bidder through the POC. Such POC shall be available over telephone on <***> number 24 hours a day, 7 days a week
- c) The Implementation Agency guarantees that he shall achieve the Service Levels for the Project;
- d) The Implementation Agency shall be liable to Service Credits in case of failure to comply with the Service Levels. However any delay not attributable to the Implementation Agency shall not be taken into account while computing adherence to the Service Levels.

14. PERFORMANCE REVIEW

The POC's of both the Purchaser and the Implementation Agency shall meet on a quarterly basis to discuss priorities, service levels and system performance. Additional meetings may be held at the request of either the Implementation Agency or the Buyer. The agenda for these meetings shall be as follows:

- a) Service performance;
- b) Review of specific problems/exceptions and priorities; and
- c) Review of the operation of this Agreement and determine corrective action to overcome



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deficiencies.

15. REPRESENTATIONS AND WARRANTIES OF BUYER

The Purchaser hereby represents and warrants to the Implementation Agency as follows:

- a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement and carry out the transactions contemplated hereby;
- b) it has taken all necessary actions under Applicable Law to authorize the execution, delivery and performance of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- c) it has the financial standing and capacity to perform its obligations under the Agreement;
- d) this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this Agreement shall be legally valid, binding and enforceable obligations against it in accordance with the terms thereof;
- e) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- f) there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its material (including any payment) obligations under this Agreement;
- g) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on the Implementation Agency's ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise



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to such proceedings that would adversely affect the performance of its obligations under this Agreement.

16. REPRESENTATIONS AND WARRANTIES OF THE IMPLEMENTATION AGENCY

The Implementation Agency hereby represents and warrants to the Purchaser as follows:

- a) it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- b) it has taken all necessary corporate and other actions under Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- c) this Agreement has been duly executed by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- d) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- e) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;
- f) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any government instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings



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that would adversely affect the performance of its obligations under this Agreement;

- g) it has complied with Applicable Law in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;
- h) no representation or warranty by it contained herein or in any other document furnished by it to the Purchaser or to any government instrumentality in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and
- i) no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of the Purchaser in connection therewith.

17. INDEMNITIES

The Parties agree to indemnify each other under this Agreement in accordance with the terms and principles set out in the MSA.

18. DISPUTE RESOLUTION

Any dispute, difference or claim arising out of or in connection with the Agreement which is not resolved amicably shall be decided in accordance with the dispute resolution procedure as set out in the MSA.

19. MISCELLANEOUS

a) Assignment and charges

This Agreement shall be binding on and ensure for the benefit of each Party's successors in title. No Party shall assign, or declare any trust in favour of a third party over, all or any part of the benefit of, or its rights or benefits under, this Agreement.

b) Governing law and jurisdiction



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This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at the State of ----- shall have jurisdiction over matters arising out of or relating to this Agreement.

n) Waiver of sovereign immunity

The Parties unconditionally and irrevocably:

- i. agree that the execution, delivery and performance by them of the Agreement constitute commercial acts done and performed for commercial purpose;
- ii. agree that, should any proceedings be brought against a Party or its assets, property or revenues in any jurisdiction in relation to the Agreement or any transaction contemplated by the Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of such Party with respect to its assets;
- iii. waive any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- iv. consent generally to the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

o) Variation

This Agreement may only be varied in writing and signed by both Parties.

p) Waiver

- i. Waiver including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:-
 - shall be in writing



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- shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and
- shall not affect the validity or enforceability of this Agreement in any manner.

q) Exclusion of implied warranties

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

r) Survival

i. Termination or expiration of the Term shall:

- not relieve the Implementation Agency or the Buyer, as the case may be, of any obligations hereunder which expressly or by implication survive hereof; and
- except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or expiration or arising out of such termination or expiration.

ii. All obligations surviving termination or expiration of the Term shall cease on termination or expiration of the Term.

s) Entire Agreement

This Agreement and the Annexure together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings,



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offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn.

t) Severability

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this Agreement or otherwise.

u) No partnership

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party except as expressly provided under the terms of this Agreement.

v) Third parties

This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

w) Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall be given by hand delivery, recognized courier, registered post, email or facsimile



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transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to Purchaser:

Attn: <***>

Tel:

Fax:

Email:

Contact:

With a copy to:

If to the Implementation Agency:

Attn. <***>

Phone: <***>

Fax No. <***>

x) Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in the English language.

y) Counterparts

This Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

z) Mitigation

Without prejudice to any express provisions of this Agreement on any mitigation obligations of the Parties, each of the Purchaser and the Implementation Agency shall at all times take



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all reasonable steps to minimize and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to this Agreement.

aa) Removal of Difficulties

The Parties acknowledge that it is conceivable that the Parties may encounter difficulties or problems in the course of implementation of the Project and the transactions envisaged under this Agreement. The Parties agree and covenant that they shall mutually discuss such difficulties and problems in good faith and take all reasonable steps necessary for removal or resolution of such difficulties or problems.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

**For and on behalf of the Implementation
Purchaser by: Agency by:**

For and on behalf of the

bb) (Signature)

(Signature)

cc) (Name)

(Name)

dd) (Designation)

(Designation)

ee) (Address)

(Address)

(Fax No.)

(Fax No.)

In the presence of:

1.

2.



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ANNEXURE A – SERVICE LEVELS

Refer document - RFP Vol 3 - Annexure A (Service Levels)

END

2021

**Request for Proposal
For Selection of Agency For
Implementation of
“Centralized Pension Processing (CPP)”
Project**

**Volume – III
Annexure A
Service Level Agreement**



Request for Proposal

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1 Annexure A: Service Levels

1.1 Purpose of this document

The purpose of this section is to clearly define the levels of service to be provided by the selected Bidder to IA&AD for the entire duration of the CPP project. This document also specifies the penalty implications liable to the Bidder in case deviations are observed from the stipulated levels of service.

1.2 Description of Services Provided

Bidder shall provide services as defined in **Volume I and other supporting documents** of this RFP.

1.3 Duration of SLA

1. The service level enforcement would begin as soon as the Contract is signed with the selected Bidder and would be applicable during the entire duration of this project.
2. All SLAs shall need to be reported at Quarterly frequency, unless specified otherwise.
3. Measurements for all SLAs shall need to be taken on a 24 X 7 basis, unless specified otherwise.

1.4 SLA Specific Definitions

Prime Business Hours (PBH) - PBH refers to the prime business period, which shall be from 9:00 hrs till 18:00 hrs on Monday to Friday (excluding national public holidays, declared holidays and all Saturdays and Sundays).

Day – Day refers to a business day, comprising of the Prime Business Hours, i.e. between 9:00 hrs till 18:00 hrs of any day lying during Monday to Friday (excluding national public holidays and declared holidays).

Extended SLA Hours (ESH) - ESH refers to the non-business period, which shall be: From 18:00 hrs till 9:00 hrs (next day) on Monday to Friday,

From 00:00 hrs to 23:59 hrs on Saturday, Sunday, National public holidays



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Outages are the instance where users experience no response from the Application. Outages can be: I. Unplanned ii. Planned outage/ Scheduled Downtime.

1. **Unplanned outage or Downtime** is defined as an event caused without prior notice where the IT Infrastructure Solution and/or specified services / components with specified technical and service standards are not available to users. This includes Servers, Routers, Firewall, Switches, all Servers and any other IT and non-IT infrastructure, their subcomponents etc. at all Project / Data center locations.
2. **Planned outage/Scheduled Downtime:**
 - i. This is defined as the pre-scheduled and pre-planned outage events which are purposely carried out for preventive maintenance, patch updates and system health checks (Scheduled outage).
 - ii. The Bidder must notify IA&AD via email of the upcoming maintenance at least Three (3) business days prior to Scheduled Downtime.
 - iii. It shall not be scheduled during prime business hours.
 - iv. Any planned / scheduled downtime shall not be for more than 3hours duration else it shall be considered unplanned outage and penalized accordingly.
 - v. The planned downtime would not be added to the SLA downtime unless it runs into prime business hours of the following day.
 - vi. Overall Planned downtime shall not be more than 36 hours in a quarter.
 - vii. The downtime hours for scheduled maintenance (patch application, upgrades – OS, Database, etc.) would need to be mutually agreed between IA&AD and the SI. To reduce this time, various maintenance activities should be clubbed together with proper planning.

Recording of outage period

1. The recording of outages shall commence at the time of:
 - a) Registering the call with Bidder using Phone/Ticketing tool
 - b) Auto alerts triggered through monitoring tools- in case of WAN or LAN and other infrastructure components.
 - c) Unresponsive situation for the application / hardware.



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2. Outages shall end when the problem is rectified, and the application/ service is again made available to the user.
3. An acknowledgement from person who logged the issue will be required to confirm the resolution of the issue.

Contact for support /complaint will be by email or telephone. A Call will be logged by the Bidder/user in the System and an email/written response shall be provided to the system user about the resolution of the problem.

Uptime means, the aggregate number of hours in any specified time period during which application / hardware is actually available for use. The formula for calculating the Uptime has been specified with each respective SLA parameter. A generic formula for Percentage Uptime is specified below:

$$\text{Uptime \%} = \left[\frac{\text{Total uptime of the Network/Component/Service in that quarter}}{\text{Total time available in a quarter} - \text{Total Planned downtime}} \right] * 100$$

Incident refers to any event / abnormalities in the functioning of the application / hardware that may lead to disruption in normal operations of the IA&AD.

Helpdesk Support shall mean the IT Help desk, which shall handle L3 Support for resolution of tickets pertaining to technical issues reported for the CPP application and its various components.

Help desk Resolution Time shall mean the time taken (after the incident has been reported at the help desk), in resolving (diagnosing, troubleshooting and fixing) or escalating (to the second level or to respective OEMs, getting the confirmatory details about the same from the OEM and conveying the same to the end user. The resolution time shall vary based on the severity of the incident reported at the help desk.

1.5 Project Management Related Service levels

This section is agreed to by IA&AD and Bidder as the key performance indicator for this engagement. It reflects the measurements to be used to track and report level of service on a regular basis. The targets shown in the following sub-sections are for the period of contract or its revision whichever is later.



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1.5.1 Delay in Team Mobilization

Definition and Description	This is related to any delays observed in Team mobilization and onboarding of the team members for the CPP project at the time of Project initiation.								
Service Level Requirement	<p>Bidder to mobilize the team members on the project, as per the following SLAs:</p> <p>Within 10 days from Contract signing date:</p> <ol style="list-style-type: none"> Key resources as identified in RFP Vol-I, II <p>Within 3 weeks from Contract signing date:</p> <ol style="list-style-type: none"> Minimum 50% of the Development Team <p>Within 5 weeks from Contract signing date: Full Team as per proposal submitted by Bidder.</p> <p>If the team mobilization exceeds 8 weeks from the Contract signing date, then IA&AD reserves the right to terminate the agreement.</p>								
Measurement of Service Level Parameter	To be measured in Number of days of delay from the date of signing of the MSA.								
Liquidated Damages for non- achievement of SLA Requirement	<p>If the Bidder is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following:</p> <table border="1"> <thead> <tr> <th>Delay in Team Mobilization</th><th>Liquidated Damages as a % of Total Contract Value</th></tr> </thead> <tbody> <tr> <td>>3 days and <= 10 days</td><td>0.01 %</td></tr> <tr> <td>>10 days and <= 20 days</td><td>0.02 %</td></tr> <tr> <td>>20 days</td><td>0.05 %</td></tr> </tbody> </table> <p>Liquidated damages calculated for this SLA will not be included in the “Maximum Penalty” clause specified in this document and will be deducted separately.</p>	Delay in Team Mobilization	Liquidated Damages as a % of Total Contract Value	>3 days and <= 10 days	0.01 %	>10 days and <= 20 days	0.02 %	>20 days	0.05 %
Delay in Team Mobilization	Liquidated Damages as a % of Total Contract Value								
>3 days and <= 10 days	0.01 %								
>10 days and <= 20 days	0.02 %								
>20 days	0.05 %								



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1.5.2 Change in Key Personnel vis-à-vis Names proposed at the time of Bidding

Definition and Description	This shall be applicable in case the Key Personnel team deputed on the project does not consist of same members whose names were proposed in the bid/Project Start.									
Service Level Requirement	There should not be any deviation in Key personnel whose names were proposed in the bid/Project Start Allowed only with prior approval as specified in Section 15.2 of Vol I of RFP									
Measurement of Service Level Parameter	No change in the proposed Key personnel except with prior approval of IA&AD.									
Liquidated Damages for non- achievement of SLA Requirement	<p>If the Bidder is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following:</p> <table><tr><th>Number of Key personnel Changed without prior approval*</th><th>Liquidated Damages as a % of Total Contract Value</th></tr><tr><td>1 to 2</td><td>0.02%</td></tr><tr><td>3 to 4</td><td>0.05 %</td></tr><tr><td>5 to 6</td><td>0.1 %</td></tr></table> <p>For each additional change, Liquidated Damages of 0.1% of Total Contract Value will be levied as additional Liquidated Damages.</p> <p>Liquidated damages calculated for this SLA will not be included in the “Maximum Penalty” clause specified in this document and will be deducted separately.</p> <p>* In case if the Project Manager recommended for the assignment is changed, an additional Liquidated Damages of 0.05% of the Total Contract Value will be levied.</p>		Number of Key personnel Changed without prior approval*	Liquidated Damages as a % of Total Contract Value	1 to 2	0.02%	3 to 4	0.05 %	5 to 6	0.1 %
Number of Key personnel Changed without prior approval*	Liquidated Damages as a % of Total Contract Value									
1 to 2	0.02%									
3 to 4	0.05 %									
5 to 6	0.1 %									



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1.5.3 Replacement of Key Personnel during project execution

Definition and Description	This shall be applicable in case the Key Personnel deputed on the project are replaced due to various reasons such as Resignation or long leaves, during the entire life of the project.	
Service Level Requirement	In case any of the key team personnel moves out of the project due to reasons such as resignation, long leaves (> 10 days) etc., then any such incident must be formally notified to IA&AD within 5 days of the decision taken by the personnel/Bidder, along with reason for movement. The bidder shall be responsible to replace the outgoing personnel with another resource having equivalent skills and experience and seek approval from IA&AD for the replacement of the old resource with the newly proposed resource. Further, Bidder shall ensure that the notice period of the outgoing personnel shall not be waived under any circumstances unless explicitly approved by IA&AD. This will be applicable for the entire life of the project.	
Measurement of Service Level Parameter	Measured as number of days elapsed between the decision taken by the personnel/Bidder for moving out of the project and date when the intimation is sent to IA&AD about this movement along with the plan for replacement of that personnel.	
Liquidated Damages for non- achievement of SLA Requirement	If the Bidder is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following:	
	Number of days taken to intimate IA&AD about replacement of Key personnel	Liquidated Damages as a % of Total Contract Value, for movement of each key personnel
	>=6 and <10	0.02%
	>=10 and <15	0.05 %
	>=15 and <20	0.1 %



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Definition and Description	This shall be applicable in case the Key Personnel deputed on the project are replaced due to various reasons such as Resignation or long leaves, during the entire life of the project.
	<p>For each additional week or part thereof after 20 days, Liquidated Damages @0.1% of the Total Contract value will be levied as additional Liquidated Damages. This will be applicable for each key resource movement done. Liquidated damages calculated for this SLA will not be included in the “Maximum Penalty” clause specified in this document and will be deducted separately.</p> <p>* In case if the Project Manager recommended for the assignment is changed, an additional Liquidated Damages of 0.05% of the Total Contract Value will be levied.</p>

1.5.4 Manpower Deployment for subsequent Phase / Track/ Stage implementations

Definition and Description	This is related to any delays observed in Team mobilization and onboarding of the team members for all subsequent Phase/Track/Stage of the CPP project.
Service Level Requirement	Bidder to deploy all the resources (as agreed with IA&AD) for all Phases/Tracks/Stages subsequent to Phase-1 Stage-1 milestone within 15 business days of the formal intimation by IA&AD.
Measurement of Service Level Parameter	To be measured as the difference between the planned date for the Resources Deployment and the actual date of its completion.



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Definition and Description	This is related to any delays observed in Team mobilization and onboarding of the team members for all subsequent Phase/Track/Stage of the CPP project.	
Liquidated Damages for non-achievement of SLA Requirement	Number of days taken to intimate IA&AD about replacement of Key personnel	Liquidated Damages as a % of Total Contract Value, for movement of each key personnel
	>=6 and <10	0.02%
	>=10 and <15	0.05 %
	>=15 and <20	0.1 %
	<p>0.10% of Total Contract value will be levied as additional Liquidated Damages for each subsequent day of delay beyond 30 days.</p> <p>Liquidated damages calculated for this SLA will not be included in the “Maximum Penalty” clause specified in this document, and will be deducted separately.</p>	

1.5.5 Delay in the completion of any of the Project Milestones

Definition and Description	All the Project Milestones as defined in the RFP under Project Timelines should be completed within the defined timelines by the Bidder.
Service Level Requirement	All the Project Milestones as defined in the RFP under Project Timelines should be completed within the defined timelines, including the various Go-live milestones. This will encompass submission of all the expected deliverables of that milestone, including FRS, Design Documents (Technical and Infrastructure design), Test plans/Test cases, etc., as specified in this RFP.



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Definition and Description	All the Project Milestones as defined in the RFP under Project Timelines should be completed within the defined timelines by the Bidder.								
	Formal Acceptance of the milestone by IA&AD shall be considered as completion of that milestone.								
Measurement of Service Level Parameter	Measured (in number of days) as the difference between the planned completion date for the milestone and the actual date of its completion.								
Liquidated Damages for non-achievement of SLA Requirement	<p>If the Bidder is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following:</p> <table border="1"> <thead> <tr> <th>Delay in Project milestones</th><th>Liquidated Damages as % of the value of the track / phase to which the deliverable pertains</th></tr> </thead> <tbody> <tr> <td>>7 days to <=10 days</td><td>0.5%</td></tr> <tr> <td>>10 days to <=15 days</td><td>1%</td></tr> <tr> <td>>15 days to <=20 days</td><td>2%</td></tr> </tbody> </table> <p>For each additional week or part thereof after 20 days, Liquidated Damages @3% of the value of that track/phase will be levied as additional Liquidated Damages.</p> <p>Liquidated damages calculated for this SLA will not be included in the “Maximum Penalty” clause specified in this document and will be deducted separately.</p>	Delay in Project milestones	Liquidated Damages as % of the value of the track / phase to which the deliverable pertains	>7 days to <=10 days	0.5%	>10 days to <=15 days	1%	>15 days to <=20 days	2%
Delay in Project milestones	Liquidated Damages as % of the value of the track / phase to which the deliverable pertains								
>7 days to <=10 days	0.5%								
>10 days to <=15 days	1%								
>15 days to <=20 days	2%								

1.5.6 Delay in setting up of Datacenters on Cloud



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Definition and Description	The Bidder shall setup the entire infrastructure at all the Data-centers as per the Contract BoQ, including all required environments such as Dev, Testing, Training, Pre-prod, etc., within the Timelines specified in the RFP								
Service Level Requirement	<p>All the infrastructure required for the CPP project as part of Contract BoQ must be setup at the Datacenter(s), including all required environments such as Dev, Testing, Training, Pre-prod, etc., within the Timelines specified in the RFP.</p> <p>Formal Acceptance of the milestone by IA&AD shall be considered as completion of that milestone.</p>								
Measurement of Service Level Parameter	Measured (in number of days) as the difference between the planned date of completion for the milestone and the actual date of its completion.								
Liquidated Damages for non-achievement of SLA Requirement	<p>Any additional cost for continuing development & UAT in non-cloud environment shall be borne by the Bidder, in addition to penalty:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Delay in Project milestones</th><th>Liquidated Damages as a % of the Total Contract Value</th></tr> </thead> <tbody> <tr> <td>>7 days to <=10 days</td><td>0.1%</td></tr> <tr> <td>>10 days to <=15 days</td><td>0.2%</td></tr> <tr> <td>>15 days to <=20 days</td><td>0.5%</td></tr> </tbody> </table> <p>For each additional week or part thereof after 20 days, Liquidated Damages of 0.3% will be levied as additional Liquidated Damages.</p> <p>Liquidated damages calculated for this SLA will not be included in the “Maximum Penalty” clause specified in this document and will be deducted separately.</p>	Delay in Project milestones	Liquidated Damages as a % of the Total Contract Value	>7 days to <=10 days	0.1%	>10 days to <=15 days	0.2%	>15 days to <=20 days	0.5%
Delay in Project milestones	Liquidated Damages as a % of the Total Contract Value								
>7 days to <=10 days	0.1%								
>10 days to <=15 days	0.2%								
>15 days to <=20 days	0.5%								



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1.5.7 Delay in signing of Tri-partite agreement with ISP for dedicated P2P (Point-to-Point) MPLS Network Services

Definition and Description	The Bidder shall ensure that the Tri-partite agreement with Internet Service Provider (ISP) for provisioning of dedicated P2P (Point-to-Point) MPLS network connectivity between the datacenters and NIC is signed within the stipulated timeframe.
Service Level Requirement	<p>The Bidder shall ensure that the selection and onboarding of the Internet Service Provider (ISP) for provisioning of MPLS connectivity between Data centers and NIC be done well before the Go-live of Phase-1 Stage-1 of the project. Hence, Bidder shall ensure that the Tri-partite agreement between ISP, Bidder and IA&AD be signed and formalized at least 60 days before the Go-live date of Phase-1 Stage-1 milestone.</p> <p>Also, in case there is a need to change the ISP (due to unforeseen circumstances such as poor quality of service, Contract breach, etc.), the Bidder shall ensure that the Tri-partite agreement with the new ISP is signed and formalized at least 10 days before the exit date of old ISP.</p>
Measurement of Service Level Parameter	Measured (in number of days) as the difference between the planned date of completion for the milestone and the actual date of its completion.
Liquidated Damages for non-achievement of SLA Requirement	Any delay caused in signing of the Tri-partite agreement by all the 3 parties (i.e. ISP, Bidder and IA&AD) beyond the above stipulated timeframe shall levy a penalty on the Bidder:



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Definition and Description	<p>The Bidder shall ensure that the Tri-partite agreement with Internet Service Provider (ISP) for provisioning of dedicated P2P (Point-to-Point) MPLS network connectivity between the datacenters and NIC is signed within the stipulated timeframe.</p>								
	<p>This includes the signing of agreement in case of first onboarding of ISP as well as in case of replacement.</p> <p>For each additional week or part thereof after 20 days, Liquidated</p> <table border="1"> <thead> <tr> <th>Delay in milestone beyond the period stipulated above</th><th>Liquidated Damages as % of the Total Contract Value</th></tr> </thead> <tbody> <tr> <td>>7 days to <=10 days</td><td>0.01%</td></tr> <tr> <td>>10 days to <=15 days</td><td>0.02%</td></tr> <tr> <td>>15 days to <=20 days</td><td>0.05%</td></tr> </tbody> </table> <p>Damages of 0.03% will be levied as additional Liquidated Damages.</p> <p>Liquidated damages calculated for this SLA will not be included in the “Maximum Penalty” clause specified in this document and will be deducted separately.</p>	Delay in milestone beyond the period stipulated above	Liquidated Damages as % of the Total Contract Value	>7 days to <=10 days	0.01%	>10 days to <=15 days	0.02%	>15 days to <=20 days	0.05%
Delay in milestone beyond the period stipulated above	Liquidated Damages as % of the Total Contract Value								
>7 days to <=10 days	0.01%								
>10 days to <=15 days	0.02%								
>15 days to <=20 days	0.05%								

1.5.8 Delay in submission of Security Incident Reports

Definition and Description	<p>The Bidder shall ensure that a detailed MIS report for all Security incidents, along with their Root cause analysis, mitigation and permanent resolution, is provided within the stipulated timeframe.</p>
Service Level Requirement	<p>The Bidder shall ensure that a detailed MIS report of all Security incidents occurring during a quarter is submitted to IA&AD within 5 days of completion of that Quarter. This report must include 100% reporting of the security KPI's (defined during project start), including any event that results in violation of Government of India's security policies</p>



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Definition and Description	The Bidder shall ensure that a detailed MIS report for all Security incidents, along with their Root cause analysis, mitigation and permanent resolution, is provided within the stipulated timeframe.
	including but not limited to Malware infection, Distributed denial of service attacks, Unauthorized access, Insider breaches, Destructive attacks, Unauthorized privilege escalation, Loss or theft of equipment, etc. The report must also provide detailed information about the immediate mitigation action taken, as well as the permanent solution undertaken to fix the incident. This should also include the operational, performance and financial impact of those security incidents on the System/IA&AD. Also, IA&AD must be intimated within 2 hours of the identification of the R1 issue/incident.
Measurement of Service Level Parameter	The delay shall be measured in number of days elapsed between completion of that Quarter and the submission of the MIS report.
Liquidated Damages for non-achievement of SLA Requirement	<p>If the Bidder is not able to meet the above defined service level requirement, then a liquidated damage of 1% of the value of the Quarterly O&M payment value shall be applied for every day of delay beyond the stipulated time for submission of the report.</p> <p>Liquidated damages calculated for this SLA will not be included in the “Maximum Penalty” clause specified in this document and will be deducted separately.</p>

1.5.9 Delay in identifying and reporting instance of Data Theft or Data Breach



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Definition and Description	The Bidder shall ensure that any instance of Data theft, data breach, data corruption, data loss or intrusion into the Files system or Database must be identified and reported to IA&AD within the stipulated timeframe.
Service Level Requirement	<p>The Bidder shall ensure that there is no instance of any Data breach, Data tampering or Data loss throughout the life of the project. Bidder shall keep strict vigil over any such occurrence of data breach and will inform IA&AD of the occurrence within the stipulated timeframe. This will include, but not limited to, any Unauthorized intrusion on database or file system, Loss or theft of data, tampering of data, etc. Also, Bidder shall provide a detailed report comprising of the Root cause analysis, immediate mitigation action taken, as well as the permanent solution undertaken to fix the incident from any such mishap occurring in future. This should also include the operational, performance and financial impact of that data breach incident on the System/IA&AD.</p> <p>Bidder is required to identify and intimate IA&AD within 30 minutes of the occurrence of the data security related issue/incident.</p>
Measurement of Service Level Parameter	The delay shall be measured in number of minutes elapsed between actual occurrence of the incident, and the intimation of the incident to IA&AD.
Liquidated Damages for non-achievement of SLA Requirement	<p>If the Bidder is not able to meet the above defined service level requirement, then a liquidated damage of 1% of the value of the Quarterly O&M payment value shall be applied for every 30 minutes of day beyond the stipulated time.</p> <p>This liquidated damage is applicable per incident of data breach.</p> <p>Liquidated damages calculated for this SLA will not be included in the “Maximum Penalty” clause specified in this document and will be deducted separately.</p>



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Definition and Description	The Bidder shall ensure that any instance of Data theft, data breach, data corruption, data loss or intrusion into the Files system or Database must be identified and reported to IA&AD within the stipulated timeframe.
	In case of serious breach of security wherein the data is stolen or corrupted, or if there are multiple instances of unauthorized access to Database/Files systems, IA&AD reserves the right to terminate the contract OR charge a higher penalty on the Bidder equivalent to the impact of the data breach on IA&AD.

1.5.10 Delay in providing Root Cause Analysis (RCA) Reports for R1 incidents

Definition and Description	The Bidder shall ensure that a detailed report of the Root cause of each R1 incident, along with the mitigation and permanent resolution, is submitted to IA&AD within the stipulated timeframe.
Service Level Requirement	The Bidder shall ensure that a detailed report of the Root cause analysis (RCA) of the R1 incident is provided to IA&AD within 5 days of the occurrence of the issue. The report must also provide detailed information about the immediate mitigation action taken, as well as the permanent solution undertaken to fix the incident. This applies to R1 issues and incidents that severely impacts the operational and performance characteristics of the System. Also, IA&AD must be intimated within 2 hours of the identification of the R1 issue/incident.
Measurement of Service Level Parameter	The delay in providing RCA report shall be measured in number of days elapsed between identification of the incident and the submission of the RCA report.
Liquidated Damages for non-achievement of SLA Requirement	If the Bidder is not able to meet the above defined service level requirement, then a liquidated damage of 1% of the Quarterly O&M



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Definition and Description	The Bidder shall ensure that a detailed report of the Root cause of each R1 incident, along with the mitigation and permanent resolution, is submitted to IA&AD within the stipulated timeframe.
	value shall be applied for every day beyond the stipulated timelines, for each R1 issue.

1.5.11 Delay in conducting Vulnerability Assessment and Penetration Testing

Definition and Description	<p>The Bidder shall conduct Security testing at time period intervals as mentioned below:</p> <ul style="list-style-type: none"> Penetration Testing to be done by External Party annually Vulnerability Assessment Testing to be done by Bidder twice annually, with a minimum gap of 3 months between two cycles. <p>A final report of the testing results, along with Closure of all identified issues, must be submitted to IA&AD within the stipulated timeframe.</p>
Service Level Requirement	The Bidder shall ensure that the Penetration Testing and Vulnerability Assessment testing are done within the stipulated timeframe, and all identified issues must be Closed. The final test result report must be submitted to IA&AD.
Measurement of Service Level Parameter	The delay in conducting Penetration Testing and Vulnerability Assessment testing and submitting the report to IA&AD shall be measured in number of days elapsed beyond the stipulated timeframe intended for conducting these tests.
Liquidated Damages for non-achievement of SLA Requirement	If the Bidder is not able to meet the above defined service level requirement, then a liquidated damage of 1% of the Quarterly O&M value shall be applied for every 5 days of delay beyond the stipulated timelines, for each type of testing.



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Selection of Agency for Implementation of Centralized Pension Processing (CPP) Project

Definition and Description	<p>The Bidder shall conduct Security testing at time period intervals as mentioned below:</p> <ul style="list-style-type: none"> • Penetration Testing to be done by External Party annually • Vulnerability Assessment Testing to be done by Bidder twice annually, with a minimum gap of 3 months between two cycles. <p>A final report of the testing results, along with Closure of all identified issues, must be submitted to IA&AD within the stipulated timeframe.</p>
	<p>Liquidated damages calculated for this SLA will not be included in the “Maximum Penalty” clause specified in this document and will be deducted separately.</p>

1.5.12 Delay in completion of Change Requests

Definition and Description	<p>All the activities and deliverables defined in the Change Control Note (CCN) should be completed within the timelines defined in the Note.</p>
Service Level Requirement	<p>All the activities and deliverables defined in the Change Control Note should be completed by the Bidder within the timelines defined in the Change Management section in the RFP or timelines agreed during the project/CCN.</p> <p>Formal Acceptance of the CCN deliverables by IA&AD shall be considered as completion of that CCN.</p>
Measurement of Service Level Parameter	<p>Measured (in number of days) as the difference between the Planned Date for CCN completion and the Actual date of completion.</p>
Liquidated Damages for non-achievement of SLA Requirement	<p>If the Bidder is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following –</p>



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Definition and Description	All the activities and deliverables defined in the Change Control Note (CCN) should be completed within the timelines defined in the Note.	
	Delay w.r.t. CCN delivery timelines	Liquidated Damages as % of the Cost of change
	>2 days to <=5 days	1 %
	>5 days to <=10 days	2 %
	>10 days to <=15 days	3 %
	For each additional week or part thereof after 15 days, Liquidated Damages @2% of the Total Cost of that change will be levied as additional Liquidated Damages. This will be applicable for each CCN.	

1.5.13 Delay in submissions of SLA Reports and Weekly/Monthly Reports

Definition and Description	All the reports and deliverables defined as part of Project Governance process, such as SLA reports, Weekly and Monthly project progress reports, etc., should be submitted to IA&AD within the stipulated timelines.
Service Level Requirement	<p>Bidder is required to submit all the reports and deliverables defined in the approved Project Plan approved by IA&AD and/or Project Governance section of this RFP, as per the formats agreed upon with IA&AD. This will include, but not limited to, SLA reports, Weekly and Monthly project progress status reports for various IA&AD stakeholders, etc. All such reports should be submitted by the Bidder within the timelines defined as follows:</p> <ul style="list-style-type: none"> Quarterly SLA report – within 10 calendar days of next quarter Monthly SLA report – within 10 calendar days of next month Monthly progress report – within 5 calendar days of next month Weekly progress report – within 2 calendar days of next week



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Definition and Description	<p>All the reports and deliverables defined as part of Project Governance process, such as SLA reports, Weekly and Monthly project progress reports, etc., should be submitted to IA&AD within the stipulated timelines.</p>								
	<ul style="list-style-type: none"> Any other report as specified in Project Plan / Governance along with their respective timelines of submission shall be added to this SLA parameter. <p>The SLA Performance reports will include “actual versus target” SLA performance, Variance analysis and discussion of appropriate issues and significant events.</p>								
Measurement of Service Level Parameter	Measured (in number of days) as the difference between the Scheduled date of submission of these reports and the Actual date of submission.								
Liquidated Damages for non-achievement of SLA Requirement	<p>If the Bidder is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following –</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Delay w.r.t. scheduled timelines</th><th>Liquidated Damages as % of Quarterly payment of O&M</th></tr> </thead> <tbody> <tr> <td>>2 days to <=5 days</td><td>1 %</td></tr> <tr> <td>>5 days to <=10 days</td><td>2 %</td></tr> <tr> <td>>10 days to <=15 days</td><td>3 %</td></tr> </tbody> </table> <p>For each additional week or part thereof beyond 15 days, Liquidated Damages @2% of Quarterly payment of O&M will be levied as additional Liquidated Damages. This will be applicable for each delayed report.</p>	Delay w.r.t. scheduled timelines	Liquidated Damages as % of Quarterly payment of O&M	>2 days to <=5 days	1 %	>5 days to <=10 days	2 %	>10 days to <=15 days	3 %
Delay w.r.t. scheduled timelines	Liquidated Damages as % of Quarterly payment of O&M								
>2 days to <=5 days	1 %								
>5 days to <=10 days	2 %								
>10 days to <=15 days	3 %								

1.5.14 Help Desk Resolution Time for L3 Support



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Definition and Description	Time in which a complaint / query is resolved after it has been reported to the Technical helpdesk team of the Bidder.
Service Level Requirement	<p>For CPP, L3 technical support shall be provided by Bidder, while L1 and L2 (functional) support shall be provided by IA&AD staff.</p> <p>The helpdesk agents are required to be available physically only during PBH.</p> <p>This SLA shall be applicable for L3 support only.</p> <p>Any query (other than functional/domain queries) after being given a response shall be classified for resolution in following four categories. Categorization of the queries / issues while may be done by the Bidder but subject to review and modification by the IA&AD monitoring team.</p> <p>Resolution Level 1 (R1): Queries regarding issues which have the greatest business impact wherein most of the users are not able to perform their regular work. For example, unable to login to the system due to errors in software, critical module/services not working etc.</p> <p>Resolution Level 2 (R2): Queries regarding issues which have a medium business impact wherein significant number of users are partially able to perform their regular work. For example, users are able to login and perform most of their normal work but can't approve / navigate a certain request through the system or unable to open any non-critical link.</p> <p>Resolution Level 3 (R3): Queries regarding issues which impacts only very small number of users. For example, very few users unable to login or unable to perform a particular function, etc.</p> <p>Resolution Level 4 (R4): Queries regarding enhancement requests. For example, the addition of new functionality, etc. (IA&AD will collate and review the enhancement requests and initiate Change control process accordingly)</p>



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Definition and Description	Time in which a complaint / query is resolved after it has been reported to the Technical helpdesk team of the Bidder.															
	<p>The categorization of R1 to R4 must be done by the Bidder in agreement with IA&AD prior to start of O&M phase.</p> <p>The Bidder shall provide services as per the following standards –</p>															
	<table><tr><th>Type of Query</th><th>Maximum resolution time allowed</th><th>Performance baseline</th></tr><tr><td>R1</td><td>4 business hours</td><td>All calls resolved within defined timeline</td></tr><tr><td>R2</td><td>8 business hours</td><td>At least 99.5% calls resolved within defined timeline</td></tr><tr><td>R3</td><td>16 business hours</td><td>At least 98% calls resolved within defined timeline</td></tr><tr><td>R4</td><td>To be calculated in discussion with IA&AD on case-by-case basis.</td><td></td></tr></table>	Type of Query	Maximum resolution time allowed	Performance baseline	R1	4 business hours	All calls resolved within defined timeline	R2	8 business hours	At least 99.5% calls resolved within defined timeline	R3	16 business hours	At least 98% calls resolved within defined timeline	R4	To be calculated in discussion with IA&AD on case-by-case basis.	
	Type of Query	Maximum resolution time allowed	Performance baseline													
	R1	4 business hours	All calls resolved within defined timeline													
	R2	8 business hours	At least 99.5% calls resolved within defined timeline													
	R3	16 business hours	At least 98% calls resolved within defined timeline													
R4	To be calculated in discussion with IA&AD on case-by-case basis.															
Measurement of Service Level Parameter	<p>The service level would be defined in the number of business hours calculated from the date & time of logging the call/assigning the request with the System Integrator.</p> <p>The System Integrator shall provide help desk software / tools / mechanisms to measure the same. The tool / mechanism shall be able to provide IA&AD information about Help Desk Resolution Time, and historical information about the same. After categorizing the Response Type, this shall be appropriately entered into the Helpdesk Log.</p>															



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Definition and Description	Time in which a complaint / query is resolved after it has been reported to the Technical helpdesk team of the Bidder.
Liquidated Damages for non-achievement of SLA Requirement	<p>Delay of every Business Hour would attract a penalty per hour as per the following –</p> <ol style="list-style-type: none"> 1. For Each R1 = 5 X Per hour Penalty 2. For Each R2 = 3 X Per hour Penalty 3. For Each R3 = 1 X Per hour Penalty, <p>where, the Per hour Penalty rate is INR 1000/-</p> <p>Note: after the lapse of the resolution time, the query / issue should be escalated as per the escalation matrix submitted by the bidder.</p>

1.5.15 Percentage of Re-opened incidents for L3 Support

Definition and Description	All the L3 incidents which are designated Resolved by the Bidder, but are re- opened by the client.	
Service Level Requirement	For any quarter, no. of Re-opened incidents for L3 (technical support) should not be > 5%	
Measurement of Service Level Parameter	Re-opened incidents = No. of incidents re-opened in the quarter * 100/ No. of Incidents logged in the quarter	
Liquidated Damages for non-achievement of SLA Requirement	If the Bidder is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following –	
	% of Re-opened incidents	Liquidated Damages as % of the quarterly payments during O&M Phase
	>5% and <=10%	0.5 %
	>10% and <=15%	1 %



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Definition and Description	All the L3 incidents which are designated Resolved by the Bidder, but are re- opened by the client.	
	>15%	3 %

1.5.16 Quality of Training and Capacity Building

Definition and Description	All the trainings and capacity building activities shall be monitored for quality of delivery and adherence to the timelines defined for those trainings.
Service Level Requirement	>75% of training audience to give a satisfactory or above rating (per training)
Measurement of Service Level Parameter	Feedback to be taken from all attendees of the trainings and recorded to evaluate the effectiveness of training sessions.
Liquidated Damages for non- achievement of SLA Requirement	In case session is rated Satisfactory or Excellent by less than 75 percent attendees, then the Bidder has to conduct the training session again for the same set of participants. No extra payment would be given to the Bidder for re-training session.



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1.6 Application Performance Related Service Levels

1.6.1 Availability of Pension Applications

Definition and Description	Availability refers to the time for which the Pension Applications and their associated application components/services are Up and available to the end-users for performing their activities and tasks.
Service Level Requirement	<p>Availability Uptime shall be minimum 99.95 % in a quarter for each of the application or its component/service. The uptime and downtime shall be monitored for all the Pension related Applications (Pensioner portal and Backoffice CPP Application) and associated application software Components/ Services accessible over intranet & internet.</p> <p>Downtime shall be applicable only if all the instances of a particular application/component/service deployed in the Datacenter become unavailable. Thus, if the application/component/service is deployed in a High availability configuration such that there is no complete unavailability of that application/component/service, then it will not be considered as Downtime.</p> <p>However, in case any of the application/component/service does not meet the SLA criteria, the entire Pension Application will be considered to be deviated from the SLA requirements.</p>
Measurement of Service Level Parameter	<p>Uptime for each of the Pension Applications/components/services would be measured as per the following formula:</p> $\text{Uptime \%} = \left[\frac{\text{Total uptime of the Application(s), its Components and Services in that quarter}}{\text{Total time available in a quarter} - \text{Total Planned downtime of all Applications/ Components/Services}} \right] * 100$ <p>Thus, any planned downtime shall NOT be included in the calculation of Applications availability.</p>



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Definition and Description	Availability refers to the time for which the Pension Applications and their associated application components/services are Up and available to the end-users for performing their activities and tasks.	
	<p>Note:</p> <p>All the values of Time in the above formula are to be measured in Minutes.</p> <p>The Bidder shall provide automated tools / mechanisms to monitor and measure the Uptime / Downtime of Pension Application components, and provide historical reports related to their downtime.</p>	
Liquidated Damages for non- achievement of SLA Requirement	Application Uptime (Quarterly average)	Liquidated Damages as % of quarterly payment of O & M
	>= 99.5 % to < 99.95%	0.5%
	>= 99% to < 99.5%	1%
	< 99%	2%
	<p>If the System Integrator is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following –</p> <p>If the Application(s) or any of its software components/services is consistently below 99% continuously for five days or more in a quarter, a penalty of 10% of quarterly payment of O&M phase for that quarter will be levied as liquidated penalty.</p>	



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1.6.2 Availability of Support Services

Definition and Description	Availability refers to the time for which the Pension Applications and their associated application components/services are Up and available to the end-users for performing their activities and tasks.
Service Level Requirement	<p>Uptime shall be minimum 99.9 % per quarter for each of the support services.</p> <p>Downtime shall be applicable only if all the instances of a particular application/component/service deployed in the Datacenter become unavailable. Thus, if the application/component/service is deployed in a High Availability configuration such that there is no complete unavailability of that application/component/service, then it will not be considered a Downtime.</p>
Measurement of Service Level Parameter	<p>Uptime would be measured as per the following formula:</p> $\text{Uptime \%} = \left[\frac{\text{Total uptime of the Support Components/Services in that quarter}}{\{(\text{Total no. of Components/Services} * \text{Total time available in a quarter}) - \text{Total Planned downtime of all Components/Services}\}} \right] * 100$ <p>Thus, any planned downtime shall NOT be included in the calculation of Applications availability.</p> <p>Note:</p> <p>All the values of Time in the above formula are to be measured in Minutes.</p> <p>The Bidder shall provide automated tools / mechanisms to monitor and measure the uptime and downtime for all the Support components and services accessible over intranet & internet and should be able to provide historical reports related to their downtime.</p>



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Definition and Description	Availability refers to the time for which the Pension Applications and their associated application components/services are Up and available to the end-users for performing their activities and tasks.								
Liquidated Damages for non- achievement of SLA Requirement	<p>If the Bidder is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following –</p> <table border="1"> <thead> <tr> <th>Support Services Uptime (Quarterly average)</th><th>Liquidated Damages as % of quarterly payment of O & M for each of the Support Service not meeting the SLA</th></tr> </thead> <tbody> <tr> <td>>= 99.5 % to < 99.95%</td><td>0.1%</td></tr> <tr> <td>>= 99% to < 99.5%</td><td>0.2%</td></tr> <tr> <td>< 99%</td><td>0.4%</td></tr> </tbody> </table> <p>If the Support services uptime is consistently below 97% continuously for five days or more in a quarter, then a penalty of 1% of quarterly payment of O&M phase for that quarter will be levied as liquidated penalty.</p>	Support Services Uptime (Quarterly average)	Liquidated Damages as % of quarterly payment of O & M for each of the Support Service not meeting the SLA	>= 99.5 % to < 99.95%	0.1%	>= 99% to < 99.5%	0.2%	< 99%	0.4%
Support Services Uptime (Quarterly average)	Liquidated Damages as % of quarterly payment of O & M for each of the Support Service not meeting the SLA								
>= 99.5 % to < 99.95%	0.1%								
>= 99% to < 99.5%	0.2%								
< 99%	0.4%								

1.6.3 Response Time for Pension Applications

Definition and Description	Response Time involved for a selected set of application functionalities/services at DC/DR location (i.e. Time elapsed between the time at which the request was received at landing server at DC/DR and the time at which the complete response was sent from landing server at DC/DR)
Service Level Requirement	The application response time at DC/DR location should not exceed 2 Seconds.
Measurement of Service Level Parameter	Response time shall be measured on a minimum of 5 functionalities each of the Centralized Pension application and Pensioner Portal application. These functionalities shall be identified before start of O&M Phase. Response time shall be measured for those transactions whose complete



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Definition and Description	Response Time involved for a selected set of application functionalities/services at DC/DR location (i.e. Time elapsed between the time at which the request was received at landing server at DC/DR and the time at which the complete response was sent from landing server at DC/DR)
	<p>response has been sent successfully.</p> <p>The data of the Response time shall be captured for each of the selected services for each day of the Quarter on a 24 X 7 basis. The % Deviation for a day where Actual Response time exceeded the time limit of 2 seconds shall be calculated as follows:</p> <p>% Deviation for a day = [No. of times the service exceeded 2 seconds/Total count of requests of that service in that day]*100</p> <p>Further, the average response time of the requests that are in Deviation category (i.e.> 2 seconds) shall be calculated as follows:</p> <p>Average Response Time of Deviation Requests (ARTDR) = Sum of response time of all Deviated requests of a day/Total count of deviations for that day</p> <p>Any scheduled downtime will not be included in the calculation of application response time.</p> <p>The Bidder shall provide automated tools / mechanisms to measure the Application Response times, create automated reports and also provide related historical reports.</p>



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Definition and Description	Response Time involved for a selected set of application functionalities/services at DC/DR location (i.e. Time elapsed between the time at which the request was received at landing server at DC/DR and the time at which the complete response was sent from landing server at DC/DR)								
Liquidated Damages for non- achievement of SLA Requirement	<p>If the Bidder is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following:</p> <table border="1"> <thead> <tr> <th>% Deviation (per Day per Service)</th><th>Liquidated Damages as % of quarterly payment of O & M for every ARTDR second taken beyond specified time limit.</th></tr> </thead> <tbody> <tr> <td>>= 0 % to < 25 %</td><td>0.05%</td></tr> <tr> <td>>= 25% to < 50%</td><td>0.1%</td></tr> <tr> <td>> 50%</td><td>0.2%</td></tr> </tbody> </table>	% Deviation (per Day per Service)	Liquidated Damages as % of quarterly payment of O & M for every ARTDR second taken beyond specified time limit.	>= 0 % to < 25 %	0.05%	>= 25% to < 50%	0.1%	> 50%	0.2%
% Deviation (per Day per Service)	Liquidated Damages as % of quarterly payment of O & M for every ARTDR second taken beyond specified time limit.								
>= 0 % to < 25 %	0.05%								
>= 25% to < 50%	0.1%								
> 50%	0.2%								

1.6.4 Response Time for Documents View/Download/ Upload

Definition and Description	Response Time involved for a selected set of View/Download/ Upload functionalities/services in the Pension applications at DC/DR location (i.e. Time elapsed between the time at which the View/Download/ Upload request was received at landing server of DC/DR and the time at which the complete response was sent from landing server DC/DR)
Service Level Requirement	<p>Documents stored in DMS/Document Repository, should View/download/Upload through Pension applications:</p> <ul style="list-style-type: none"> • Upto 1 MB within 3 Seconds • Upto 3 MB within 5 Seconds



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Definition and Description	Response Time involved for a selected set of View/Download/ Upload functionalities/services in the Pension applications at DC/DR location (i.e. Time elapsed between the time at which the View/Download/ Upload request was received at landing server of DC/DR and the time at which the complete response was sent from landing server DC/DR)
Measurement of Service Level Parameter	<p>Response time shall be measured on File View/Download/Upload functionalities (post login) on the Centralized Pension application and Pensioner Portal application. Response time shall be measured for those transactions whose complete response has been sent successfully.</p> <p>Response time will be measured on the basis of automated reports that must be derived using automated tools. All measurements will be at landing server at DC/DR.</p> <p>The data of the Response time shall be captured for each of the selected View/download/Upload services for each day of the Quarter on a 24 X 7 basis. The % Deviation where Actual Response time exceeded the time limit specified above shall be calculated as follows:</p> <p>% Deviation = [No. of times the service exceeded time limit/Total count of requests of that service in that day]*100</p> <p>Further, the average response time of the requests that are in Deviation category (i.e. exceeding time limit) for a given day need to be calculated as follows:</p> <p>Average Response Time of Deviation Requests for a day (ARTDR) = Sum of response time of all Deviated requests in a day / Total count of deviations in that day</p>



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Definition and Description	Response Time involved for a selected set of View/Download/ Upload functionalities/services in the Pension applications at DC/DR location (i.e. Time elapsed between the time at which the View/Download/ Upload request was received at landing server of DC/DR and the time at which the complete response was sent from landing server DC/DR)									
	Any scheduled downtime should not be included in the calculation of application response time.									
Liquidated Damages for non- achievement of SLA Requirement	<p>If the Bidder is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following:</p> <table><tr><th>% Deviation (per Day per Service)</th><th>Liquidated Damages as % of quarterly payment of O & M for every ARTDR second taken beyond specified time limit.</th></tr><tr><td>>= 0 % to < 25%</td><td>0.05%</td></tr><tr><td>>= 25% to < 50%</td><td>0.1%</td></tr><tr><td>> 50%</td><td>0.2%</td></tr></table>		% Deviation (per Day per Service)	Liquidated Damages as % of quarterly payment of O & M for every ARTDR second taken beyond specified time limit.	>= 0 % to < 25%	0.05%	>= 25% to < 50%	0.1%	> 50%	0.2%
% Deviation (per Day per Service)	Liquidated Damages as % of quarterly payment of O & M for every ARTDR second taken beyond specified time limit.									
>= 0 % to < 25%	0.05%									
>= 25% to < 50%	0.1%									
> 50%	0.2%									

1.7 Infrastructure Related Service Levels

1.7.1 Availability of SLA Monitoring Tool

In case of SLA Monitoring tool not being operationalized at time of Phase-1 Stage-1 Go-live, all the SLAs which are dependent on this tool shall be considered as Zero or “Not Reported” and respective Liquidated Damages shall be applicable. This will be applicable for all quarters where the SLA monitoring tool is not operationalized.



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1.7.2 Availability of Production Servers

Definition and Description	Availability refers to the total time when all the Production VMs and Managed Services are Up and running, and are available to the users for performing respective activities and tasks.									
Service Level Requirement	The average Uptime of the all the Production VMs and Managed Services (at DC/DR level) should be at least 99.95% in a quarter.									
Measurement of Service Level Parameter	<p>Availability uptime shall be calculated for all the Infrastructure components specified in the Contract BoM such as VMs and Managed Services based components that are provided by the CSP (excluding Security components)</p> <p>Uptime % = [(Total uptime of All VMs and Managed Services in that quarter) / {(Total no. of VMs and Managed service instances * Total time available in a quarter) – Total Planned downtime of all VMs and Managed Services)}] * 100</p> <p>Thus, any planned downtime shall NOT be included in the calculation of VM Uptime availability.</p> <p>All the values of Time in the above formula are to be measured in Minutes</p>									
Liquidated Damages for non- achievement of SLA Requirement	<p>If the Bidder is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following:</p> <table><tr><th>Average Server/VM Availability</th><th>Liquidated Damages as % of quarterly payment of O & M</th></tr><tr><td>>= 99.5 % to < 99.95%</td><td>0.5%</td></tr><tr><td>>= 99% to < 99.5%</td><td>1%</td></tr><tr><td>< 99%</td><td>2%</td></tr></table>		Average Server/VM Availability	Liquidated Damages as % of quarterly payment of O & M	>= 99.5 % to < 99.95%	0.5%	>= 99% to < 99.5%	1%	< 99%	2%
Average Server/VM Availability	Liquidated Damages as % of quarterly payment of O & M									
>= 99.5 % to < 99.95%	0.5%									
>= 99% to < 99.5%	1%									
< 99%	2%									



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Definition and Description	Availability refers to the total time when all the Production VMs and Managed Services are Up and running, and are available to the users for performing respective activities and tasks.
	If the Server availability is consistently below 99% for five days or more in a quarter, a penalty of 10% of quarterly payment of O&M phase for that quarter will be levied as liquidated penalty.

1.7.3 Availability of Network and Security components

Definition and Description	Availability refers to the total time when each of the Security components (viz. SIEM, DLP, IDS/IPS, Anti-malware, Firewall, etc.) and the Network components (viz. Switches, Routers, Load balancers, Firewall, etc.) provisioned at all the Datacenters are Up and running, and are available to the users for performing respective activities, tasks and functions.
Service Level Requirement	<p>The Uptime of the each of the Security and Network Services (including components provisioned in Managed Services model) proposed by the Bidder at all Datacenters should be at least 99.95% in a quarter.</p> <p>Downtime shall be applicable only if all the instances of a particular Security Component/Service deployed in the Datacenter become unavailable. Thus, if the Component/service is deployed in a High availability configuration such that there is no complete unavailability of that Component/service, then it will not be considered a Downtime.</p>
Measurement of Service Level Parameter	Availability uptime shall be calculated for each of the Security components specified in the Contract BoM such as SIEM, DLP, IDS/IPS, Anti-malware, Firewall, HSM, Anti-APT, etc. that are provided by the CSP (including Security components provisioned as Managed Services). The Uptime shall also be calculated for Network components and services such as Routers, Switches, Firewalls, etc. that may be provided by Bidder in its Contract BoM or may be provided by CSP as part of their Cloud infrastructure.



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Selection of Agency for Implementation of Centralized Pension Processing (CPP) Project

Definition and Description	Availability refers to the total time when each of the Security components (viz. SIEM, DLP, IDS/IPS, Anti-malware, Firewall, etc.) and the Network components (viz. Switches, Routers, Load balancers, Firewall, etc.) provisioned at all the Datacenters are Up and running, and are available to the users for performing respective activities, tasks and functions.								
	<p>Uptime % of a Network / Security component or Service = $\left[\frac{\text{Total uptime for that Component or Service in that quarter}}{\text{Total time available in a quarter} - \text{Total Planned downtime of that Component or Service}} \right] * 100$</p> <p>Thus, any planned downtime shall NOT be included in the calculation of Network and Security components Uptime availability.</p> <p>All the values of Time in the above formula are to be measured in Minutes</p>								
Liquidated Damages for non- achievement of SLA Requirement	<p>If the Bidder is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following:</p> <table border="1" style="margin: 10px auto; border-collapse: collapse; text-align: center;"> <thead> <tr style="background-color: #4F81BD; color: white;"> <th style="padding: 5px;">Availability of Security/Network Component or Service (Quarterly average)</th><th style="padding: 5px;">Liquidated Damages as % of quarterly payment of O & M for each Component or Service</th></tr> </thead> <tbody> <tr> <td style="padding: 5px;">>= 99.5 % to < 99.95%</td><td style="padding: 5px;">0.1%</td></tr> <tr> <td style="padding: 5px;">>= 99% to < 99.5%</td><td style="padding: 5px;">0.2%</td></tr> <tr> <td style="padding: 5px;">< 99%</td><td style="padding: 5px;">0.4%</td></tr> </tbody> </table> <p>For each additional drop of 0.5% in performance below 99%, 0.2% of Quarterly payment of Operations & Maintenance will be levied as additional liquidated damages, subject to a maximum of 10% of the Quarterly payment of O&M for that quarter.</p>	Availability of Security/Network Component or Service (Quarterly average)	Liquidated Damages as % of quarterly payment of O & M for each Component or Service	>= 99.5 % to < 99.95%	0.1%	>= 99% to < 99.5%	0.2%	< 99%	0.4%
Availability of Security/Network Component or Service (Quarterly average)	Liquidated Damages as % of quarterly payment of O & M for each Component or Service								
>= 99.5 % to < 99.95%	0.1%								
>= 99% to < 99.5%	0.2%								
< 99%	0.4%								



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Definition and Description	Availability refers to the total time when each of the Security components (viz. SIEM, DLP, IDS/IPS, Anti-malware, Firewall, etc.) and the Network components (viz. Switches, Routers, Load balancers, Firewall, etc.) provisioned at all the Datacenters are Up and running, and are available to the users for performing respective activities, tasks and functions.
	If the Security / Network component's daily average availability is below 99% for three days or more in a quarter, a penalty of 10% of quarterly payment of O&M phase for that quarter will be levied as liquidated penalty.

1.7.4 Availability of Internet Connectivity for enabling access to CPP Applications

Definition and Description	Availability refers to the total time when the Internet connectivity provided by ISP/CSP is available for enabling access of CPP Applications (Back-office application and Pensioner Portal) via Internet.
Service Level Requirement	Uptime shall be minimum 99.95 % in a quarter.
Measurement of Service Level Parameter	<p>Uptime would be measured as per the following formula:</p> $\text{Uptime \%} = \left[\frac{\text{Total uptime of the Network in that quarter}}{\{(\text{Total no. of Network links} * \text{Total time available in a quarter}) - \text{Total Planned downtime of all Network links}\}} \right] * 100$ <p>Thus, any planned downtime shall NOT be included in the calculation of Internet connectivity availability.</p> <p>Note:</p> <p>All the values of Time in the above formula are to be measured in Minutes.</p>



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Definition and Description	Availability refers to the total time when the Internet connectivity provided by ISP/CSP is available for enabling access of CPP Applications (Back-office application and Pensioner Portal) via Internet.								
	<p>The uptime and downtime shall be monitored for all the Internet based links provisioned for CPP System at the Data center(s) that is/are active during the reporting period.</p> <p>The Bidder shall provide appropriate Network monitoring tools / mechanisms that measure the availability of Internet connectivity and provide historical reports related to Network downtime and other Network usage characteristics.</p>								
Liquidated Damages for non- achievement of SLA Requirement	<p>If the Bidder is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following –</p> <table border="1"> <thead> <tr> <th>Network uptime (Quarterly average)</th><th>Liquidated Damages as % of quarterly payment of O&M for every day of the Quarter</th></tr> </thead> <tbody> <tr> <td>>= 99.5 % to < 99.95%</td><td>5%</td></tr> <tr> <td>>= 99% to < 99.5%</td><td>10%</td></tr> <tr> <td>< 99%</td><td>15%</td></tr> </tbody> </table> <p>If the availability is consistently below 99% continuously for three days or more in a quarter, a penalty of 25% of quarterly payment of O&M phase for that quarter will be levied as liquidated penalty on the Bidder.</p>	Network uptime (Quarterly average)	Liquidated Damages as % of quarterly payment of O&M for every day of the Quarter	>= 99.5 % to < 99.95%	5%	>= 99% to < 99.5%	10%	< 99%	15%
Network uptime (Quarterly average)	Liquidated Damages as % of quarterly payment of O&M for every day of the Quarter								
>= 99.5 % to < 99.95%	5%								
>= 99% to < 99.5%	10%								
< 99%	15%								



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1.7.5 Availability of MPLS Connectivity for access of CPP Back-office Application through NIC

Definition and Description	Availability refers to the total time when the MPLS connectivity is available for enabling access of CPP Back-office Application via NIC.
Service Level Requirement	Uptime shall be minimum 99.95 % in a quarter.
Measurement of Service Level Parameter	<p>Uptime would be measured as per the following formula:</p> $\text{Uptime \%} = \left[\frac{\text{Total uptime of the Network in that quarter}}{\{(\text{Total no. of Network links} * \text{Total time available in a quarter}) - \text{Total Planned downtime of all Network links}\}} \right] * 100$ <p>Thus, any planned downtime shall NOT be included in the calculation of MPLS connectivity availability.</p> <p>Note:</p> <p>All the values of Time in the above formula are to be measured in Minutes.</p> <p>The uptime and downtime shall be monitored for all the MPLS based links provisioned for CPP System at the Data center(s) that is/are active during the reporting period.</p> <p>The Bidder shall provide appropriate Network monitoring tools / mechanisms that measure the availability of MPLS connectivity and provide reports related to Network downtime and other Network usage characteristics.</p>
Liquidated Damages for non- achievement of SLA Requirement	If the MPLS Connectivity Service provider is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following –



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Definition and Description	Availability refers to the total time when the MPLS connectivity is available for enabling access of CPP Back-office Application via NIC.	
	Network uptime (Quarterly average)	Liquidated Damages as % of quarterly payment of O&M for every day of the Quarter
	>= 99.5 % to < 99.95%	5%
	>= 99% to < 99.5%	10%
	< 99%	15%
	<p>If the availability is consistently below 99% continuously for three days or more in a quarter, a penalty of 40% of quarterly payment of Bandwidth invoice for that quarter will be levied as liquidated penalty on the payments made to the MPLS Connectivity Service provider.</p> <p>However, in case of an exit of the existing NSP (with 1-month notice), the Bidder shall ensure that there is no discontinuity in MPLS connectivity and a new NSP is onboarded within this timeframe. In case the Bidder fails to on-board a new NSP within this timeframe, the Bidder shall be liable for liquidated damages specified for this SLA in case of unavailability of MPLS connectivity.</p>	

1.7.6 Availability of Replication System

Definition and Description	Availability refers to the total time when the Replication System is available for maintaining synchronous/asynchronous update between Primary Data center and Secondary / BCP/DR site.
Service Level Requirement	Uptime shall be minimum 99.95 % in a quarter.
Measurement of Service Level Parameter	Uptime would be measured as per the following formula:



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Definition and Description	Availability refers to the total time when the Replication System is available for maintaining synchronous/asynchronous update between Primary Data center and Secondary / BCP/DR site.								
	<p>Uptime = $\frac{[(\text{Total uptime of Replication System in a quarter})/(\text{Total time available in a quarter} - \text{Sum of All Planned downtime of the Replication System in a quarter})]*100}{100}$</p> <p>Note:</p> <p>All the values of Time in the above formula are to be measured in Minutes.</p> <p>Availability of Replication System is determined by components of Replication System like Replication Server and Replication Software.</p> <p>The Bidder shall provide automated tools / mechanisms to measure the Uptime of availability of Replication Systems, and provide historical reports related to their downtime.</p>								
Liquidated Damages for non- achievement of SLA Requirement	<p>If the System Integrator is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following –</p> <table border="1"> <thead> <tr> <th>ReplicationSystem uptime (Quarterly average)</th><th>Liquidated Damages as % of quarterly payment of O & M</th></tr> </thead> <tbody> <tr> <td>>= 99.5 % to < 99.95%</td><td>1%</td></tr> <tr> <td>>= 99% to < 99.5%</td><td>2%</td></tr> <tr> <td>< 99%</td><td>3%</td></tr> </tbody> </table> <p>If the availability is consistently below 99% continuously for three days or more in a quarter, a penalty of 10% of quarterly payment of O&M phase for that quarter will be levied as liquidated penalty.</p>	ReplicationSystem uptime (Quarterly average)	Liquidated Damages as % of quarterly payment of O & M	>= 99.5 % to < 99.95%	1%	>= 99% to < 99.5%	2%	< 99%	3%
ReplicationSystem uptime (Quarterly average)	Liquidated Damages as % of quarterly payment of O & M								
>= 99.5 % to < 99.95%	1%								
>= 99% to < 99.5%	2%								
< 99%	3%								



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1.7.7 Availability of Replication Network

Definition and Description	Availability refers to the total time when the Network is available for maintaining synchronous/asynchronous update between Primary Data center and Secondary / BCP/DR site.
Service Level Requirement	Uptime shall be minimum 99.95 % in a quarter.
Measurement of Service Level Parameter	<p>Uptime would be measured as per the following formula:</p> $\text{Uptime} = \left[\frac{\text{Total uptime of Replication Network in a quarter}}{\text{Total time available in a quarter} - \text{Sum of All Planned downtime of the Network in a quarter}} \right] * 100$ <p>Note:</p> <p>All the values of Time in the above formula are to be measured in Minutes. The uptime and downtime shall be monitored for the replication links connecting the DC to the DR.</p> <p>The Bidder shall provide automated Network Monitoring tools / mechanisms to measure the availability of Replication networks, and provide historical reports related to their downtime.</p>
Liquidated Damages for non- achievement of SLA Requirement	If the System Integrator is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following –



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Definition and Description	Availability refers to the total time when the Network is available for maintaining synchronous/asynchronous update between Primary Data center and Secondary / BCP/DR site.								
	<p>If the replication network availability is below 99% continuously for three days or more in a quarter, a penalty of 10% of quarterly payment of O&M</p> <table border="1"> <thead> <tr> <th>Replication Network uptime (Quarterly average)</th><th>Liquidated Damages as % of quarterly payment of O & M</th></tr> </thead> <tbody> <tr> <td>>= 99.5 % to < 99.95%</td><td>1%</td></tr> <tr> <td>>= 99% to < 99.5%</td><td>2%</td></tr> <tr> <td>< 99%</td><td>3%</td></tr> </tbody> </table> <p>phase for that quarter will be levied as liquidated penalty.</p>	Replication Network uptime (Quarterly average)	Liquidated Damages as % of quarterly payment of O & M	>= 99.5 % to < 99.95%	1%	>= 99% to < 99.5%	2%	< 99%	3%
Replication Network uptime (Quarterly average)	Liquidated Damages as % of quarterly payment of O & M								
>= 99.5 % to < 99.95%	1%								
>= 99% to < 99.5%	2%								
< 99%	3%								

1.7.8 Recovery Time Objective (RTO)

Definition and Description	RTO is the Maximum time taken for the recovery and restoration of the system (including all Services) in case of Disaster at Data-center
Service Level Requirement	RTO (Applicable for both unplanned eventuality and a planned DC – DR drill) shall be less than or equal to 4 hours
Measurement of Service Level Parameter	<p>Time taken to recover all services to a defined recovery level from the time eventuality is declared.</p> <p>The RTO will be calculated from the time of “declaration of a disaster” up to the time by which all the applications are made fully operational & end users are able to access these applications & carry out the business operations.</p> <p>The Bidder shall provide automated tools / mechanisms to measure the RTO and provide related historical reports.</p>



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Definition and Description	RTO is the Maximum time taken for the recovery and restoration of the system (including all Services) in case of Disaster at Data-center								
Liquidated Damages for non- achievement of SLA Requirement	<p>If the Bidder is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following –</p> <table border="1"> <thead> <tr> <th>RTO (in Hours)</th><th>Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase</th></tr> </thead> <tbody> <tr> <td>>4 and <5</td><td>10%</td></tr> <tr> <td>>=5 and <6</td><td>15%</td></tr> <tr> <td>>=6</td><td>20%</td></tr> </tbody> </table> <p>RTO penalty shall be applicable for each instance of RTO slippage during the quarter.</p>	RTO (in Hours)	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase	>4 and <5	10%	>=5 and <6	15%	>=6	20%
RTO (in Hours)	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase								
>4 and <5	10%								
>=5 and <6	15%								
>=6	20%								

1.7.9 Recovery Point Objective (RPO)

Definition and Description	RPO is the interval of time taken for minimizing data loss in case of disaster at Data-center
Service Level Requirement	RPO (Applicable for both unplanned eventuality and a planned DC – DR drill) shall be less than or equal to 15 minutes
Measurement of Service Level Parameter	<p>The maximum time for which data might be lost in case of any disaster at the Datacenter(s).</p> <p>The Bidder shall provide automated tools / mechanisms to measure the RPO and provide related historical reports.</p>
Liquidated Damages for non- achievement of SLA Requirement	If the Bidder is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following –



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Definition and Description	RPO is the interval of time taken for minimizing data loss in case of disaster at Data-center								
	<p>For each additional increase in RPO by 5 minutes, 2% of Quarterly payment of Operations & Maintenance will be levied as additional liquidated damages, subject to a maximum of 10% of the Quarterly payment of O&M</p> <table border="1"> <thead> <tr> <th>RPO (in minutes)</th><th>Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase</th></tr> </thead> <tbody> <tr> <td>>15 and <30</td><td>1%</td></tr> <tr> <td>>30 and <45</td><td>2%</td></tr> <tr> <td>>45 and <60</td><td>4%</td></tr> </tbody> </table> <p>for that quarter.</p> <p>The above liquidated damages shall apply to each instance of RPO deviation within a quarter. Each instance shall be subject to a maximum of 10% of the Quarterly payment of O&M for that quarter.</p>	RPO (in minutes)	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase	>15 and <30	1%	>30 and <45	2%	>45 and <60	4%
RPO (in minutes)	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase								
>15 and <30	1%								
>30 and <45	2%								
>45 and <60	4%								

1.7.10 Bandwidth Latency

Definition and Description	Bandwidth latency is the time elapsed during the transfer of data from one end-point to another across a network.
Service Level Requirement	Average Bandwidth Latency shall be <100 milliseconds in a quarter, measured at all Datacenters (DC/DR) for all links (Internet as well as MPLS links).
Measurement of Service Level Parameter	<p>Average Bandwidth Latency would be measured in milliSeconds (mS) as per the following formula:</p> <p>Average Deviation of Bandwidth latency = Sum of bandwidth latency of all Deviated requests in a day/Total count of deviations for that day</p>



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Definition and Description	Bandwidth latency is the time elapsed during the transfer of data from one end-point to another across a network.								
	<p>The bandwidth latency shall be monitored for all the Network links provisioned for CPP System at the Data center(s) during the reporting period.</p> <p>The Bidder shall provide automated Network monitoring tools / mechanisms to measure the bandwidth latency and provide related historical reports.</p>								
Liquidated Damages for non- achievement of SLA Requirement	<p>The deviation of Bandwidth latency shall attract a penalty as per the</p> <table border="1"> <thead> <tr> <th>Average Deviation (per Day)</th><th>Liquidated Damages as % of Quarterly payments during Operations & Maintenance Phase</th></tr> </thead> <tbody> <tr> <td>>= 100 mS to < 150 mS</td><td>0.05%</td></tr> <tr> <td>>= 150mS to < 200mS</td><td>0.1%</td></tr> <tr> <td>> 200 mS</td><td>0.2%</td></tr> </tbody> </table> <p>following –</p> <p>If the Average bandwidth deviation is consistently above 200mS continuously for three days or more in a quarter, a penalty of 10% of quarterly payment of O&M phase for that quarter will be levied as liquidated penalty on the Bidder.</p>	Average Deviation (per Day)	Liquidated Damages as % of Quarterly payments during Operations & Maintenance Phase	>= 100 mS to < 150 mS	0.05%	>= 150mS to < 200mS	0.1%	> 200 mS	0.2%
Average Deviation (per Day)	Liquidated Damages as % of Quarterly payments during Operations & Maintenance Phase								
>= 100 mS to < 150 mS	0.05%								
>= 150mS to < 200mS	0.1%								
> 200 mS	0.2%								

1.7.11 Network Packet Drops



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Definition and Description	It is a measure of the Volume of Network link packets that drop during the transmission of data between two end-points.								
Service Level Requirement	The acceptable volume of packet drops shall be < 1% of the total volume of packets transmitted through each network link during a 24-hr day.								
Measurement of Service Level Parameter	<p>Network packet drops in 1 day for each of the network links shall be measured as per the following formula:</p> <p>Network packet drops (%) = Count of network packets dropped in a day/Total count of packets transmitted through that network link for that day</p> <p>The packet drops shall be monitored for all the Network links provisioned for CPP System at all the Data center(s) (Internet as well as MPLS links).</p> <p>The Bidder shall provide automated Network monitoring tools / mechanisms to measure the network packet drop statistics and provide related historical reports.</p>								
Liquidated Damages for non- achievement of SLA Requirement	<p>If the System Integrator is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following –</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>% Network packet drops</th><th>Liquidated Damages as % of quarterly payment of O&M for each link for every day of the Quarter</th></tr> </thead> <tbody> <tr> <td>>=1% to <1.5%</td><td>0.5 %</td></tr> <tr> <td>>=1.5% to <2%</td><td>2%</td></tr> <tr> <td>>=2%</td><td>4%</td></tr> </tbody> </table> <p>If the % Network packet drops is consistently above 2% continuously for three days or more in a quarter, a penalty of 10% of quarterly payment of O&M phase for that quarter will be levied as liquidated penalty on the Bidder.</p>	% Network packet drops	Liquidated Damages as % of quarterly payment of O&M for each link for every day of the Quarter	>=1% to <1.5%	0.5 %	>=1.5% to <2%	2%	>=2%	4%
% Network packet drops	Liquidated Damages as % of quarterly payment of O&M for each link for every day of the Quarter								
>=1% to <1.5%	0.5 %								
>=1.5% to <2%	2%								
>=2%	4%								



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1.7.12 Performance of Infrastructure for Database/Applications/Security Components (VMs)

Definition and Description	Performance of Infrastructure for Database/Applications/Web Server components will be assessed in terms of CPU and Memory utilization of VM or Container Services.
Service Level Requirement	<p>a. Average CPU Utilization (of VM) measured, with at least 12 observations in an hour, shall not exceed 75%*.</p> <p>b. Average Memory Utilization measured, with at least 12 observations in an hour, shall not exceed 75% *.</p> <p>*During disaster, at the time of failback from DC to DR, the Database/Applications/Web Server Performance parameters part of this SLA will not apply</p>
Measurement of Service Level Parameter	<p>Average Server utilization % of CPU and Memory Utilization shall be monitored for each VM and Managed Service infrastructure, every hour.</p> <p>The data shall be captured through automated tools such that atleast 12 observations of data are recorded every hour.</p> <p>Multiple non-compliances in a 24-hr interval will be counted once only for penalty calculation purpose.</p>
Liquidated Damages for non- achievement of SLA Requirement	If the System Integrator is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following –



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Definition and Description	Performance of Infrastructure for Database/Applications/Web Server components will be assessed in terms of CPU and Memory utilization of VM or Container Services.								
	<p>If the Average Memory Utilization for atleast 3 VMs is consistently above 90% for five days or more in a quarter, a penalty of 10% of quarterly payment of O&M phase for that quarter will be levied as liquidated penalty.</p> <table> <tr> <th>Average Memory Utilization (%)</th><th>Liquidated Damages as % of quarterly payment of O&M for every day of the Quarter for each VM/Managed Service infrastructure</th></tr> <tr> <td>>=75% to <80%</td><td>0.5 %</td></tr> <tr> <td>>=80% to <90%</td><td>1%</td></tr> <tr> <td>>=90%</td><td>2%</td></tr> </table>	Average Memory Utilization (%)	Liquidated Damages as % of quarterly payment of O&M for every day of the Quarter for each VM/Managed Service infrastructure	>=75% to <80%	0.5 %	>=80% to <90%	1%	>=90%	2%
Average Memory Utilization (%)	Liquidated Damages as % of quarterly payment of O&M for every day of the Quarter for each VM/Managed Service infrastructure								
>=75% to <80%	0.5 %								
>=80% to <90%	1%								
>=90%	2%								



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1.7.13 I/O Utilization

Definition and Description	I/O Utilization of the VMs or Storage need to be monitored to ensure that the system is not congested on its throughput (read/write) parameters.	
Service Level Requirement	Sustained periods of peak I/O utilization of any VM/storage crossing 70% shall be less than or equal to 30 minutes.	
Measurement of Service Level Parameter	Each occurrence where the peak I/O utilization of any VM crosses 70% and stays above 70% for time more than 30 minutes will be treated as one instance.	
Liquidated Damages for non- achievement of SLA Requirement	If the System Integrator is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following –	
	Number of incidents in respective quarter:	Liquidated Damages as a % of quarterly payment of Operations and Maintenances
	>0 & <=3	1 %
	>3	2 %



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1.7.14 Occurrence of Security related Incidents

Definition and Description	<p>Security being one of the most important aspects of IA&AD would be governed by stringent standards. All security incidents leading to disruption in services availability would be penalized heavily. Security incidents could consist of any of the following :</p> <ul style="list-style-type: none"> a) Malware and Phishing Attack b) Distributed Denial of Service Attack c) Unwanted Intrusions d) OWASP vulnerabilities
Service Level Requirement	<ul style="list-style-type: none"> a. Any Denial-of-service attack shall not lead to complete service non-availability. b. Desired service level shall not allow even a single incident of web defacement, data theft and Intrusion. Each occurrence of these three types of security violation shall lead to appropriate penalties as mentioned below.
Measurement of Service Level Parameter	<p>The network shall be monitored for Zero occurrences of Security breach incidents, such as:</p> <p>Malware Attack:</p> <p>This shall include Malicious code infection, passing of malicious code through A P I / messaging solution of any of the VM in use for IA&AD or Unchecked malware infected mails passing through the Messaging solution. Any malware infection shall be monitored at the gateway level or user complaints of malware infection shall be logged in the help desk system and collated every quarterly. Logs will be monitored every quarterly.</p> <ul style="list-style-type: none"> a. The Bidder has to ensure that all the servers/computers (in scope) have anti-malware installed with the latest pattern files.



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Definition and Description	Security being one of the most important aspects of IA&AD would be governed by stringent standards. All security incidents leading to disruption in services availability would be penalized heavily. Security incidents could consist of any of the following : a) Malware and Phishing Attack b) Distributed Denial of Service Attack c) Unwanted Intrusions d) OWASP vulnerabilities
	<p>b. Real-time scan has to be enabled on all systems and users shall not be given the option of being able to uninstall the anti-malware client or stop a scheduled scan.</p> <p>c. All clients shall be configured to receive the latest pattern file from the central anti-malware server.</p> <p>d. The Bidder shall configure the AV system to perform scheduled scans every day/week at a time decided mutually with IA&AD.</p> <p>Denial of Service Attack:</p> <p>Non availability of any services shall be analyzed and forensic evidence shall be examined to check whether it was due to external DoS attack.</p> <p>Security:</p> <p>The Bidder will be responsible to install and maintain security components at DC and DR and project locations as per the requirements of the RFP.</p> <p>Intrusion:</p> <p>Compromise of any kind of data hosted by IA&AD.</p> <p>OWASP Vulnerabilities</p> <p>Top 10 OWASP vulnerabilities must be prevented from any occurrence in the Web applications.</p> <p>Multiple non-compliances for each Incident Type in a 24-hr interval will be counted one incident only for penalty calculation purpose.</p>



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Definition and Description	<p>Security being one of the most important aspects of IA&AD would be governed by stringent standards. All security incidents leading to disruption in services availability would be penalized heavily. Security incidents could consist of any of the following :</p> <ul style="list-style-type: none">a) Malware and Phishing Attackb) Distributed Denial of Service Attackc) Unwanted Intrusionsd) OWASP vulnerabilities
Liquidated Damages for non- achievement of SLA Requirement	<p>If the Bidder is not able to meet the above defined service level requirement, then it will be liable for Liquidity Damages @ 1% of the Quarterly payment of Operations and Maintenance value per incident of data breach. However, multiple similar incidents happening within a 24-hr timeframe will be counted as a single incident.</p> <p>Liquidated damages calculated for this SLA will not be included in the “Maximum Penalty” clause specified in this document and will be deducted separately.</p> <p>In case of serious breach of security or frequent incidents of multiple breaches, IA&AD reserves the right to terminate the contract OR charge a higher penalty on the Bidder equivalent to the impact of the security breach on IA&AD.</p>



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1.7.15 Delay in updating Anti-Virus signatures

Definition and Description	The Bidder shall ensure that the Anti-Virus signature/patches are updated at all applicable components in the Cloud infrastructure, including all Datacenters, within the stipulated timeframe.
Service Level Requirement	The Latest Anti-virus signature to be installed on 100% of all applicable components within 8 hours of release of the signature, across all Datacenters. The Bidder shall submit a report to IA&AD once the signature is updated on all components.
Measurement of Service Level Parameter	The delay shall be measured in number of days elapsed between releases of the Anti-virus signature and its installation on all applicable components/systems.
Liquidated Damages for non- achievement of SLA Requirement	If the Bidder is not able to meet the above defined service level requirement, then a liquidated damage of 1% of the Quarterly payment value shall be applied for every day of delay beyond the stipulated timeframe.

1.7.16 Delay in updating Patches on System components

Definition and Description	The Bidder shall ensure deployment/installation of latest patches on all the system components of the Contract BoQ provisioned in the Cloud infrastructure, at all Datacenters, within the stipulated timeframe. These patch updates can be segregated into following 3 categories: <ul style="list-style-type: none">• Patches of Application server, Web server, Managed Service components, etc. that may impact the CPP Application.• Patches for Infra components (Server, VM, Appliances)• Firmware patches/bundle upgrade (Appliance, Security & Network devices)
Service Level Requirement	100% Patches to be installed on all applicable components as below:



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Definition and Description	<p>The Bidder shall ensure deployment/installation of latest patches on all the system components of the Contract BoQ provisioned in the Cloud infrastructure, at all Datacenters, within the stipulated timeframe. These patch updates can be segregated into following 3 categories:</p> <ul style="list-style-type: none"> • Patches of Application server, Web server, Managed Service components, etc. that may impact the CPP Application. • Patches for Infra components (Server, VM, Appliances) • Firmware patches/bundle upgrade (Appliance, Security & Network devices)
	<ul style="list-style-type: none"> • Application patches (App & Web Server, VM, etc.) – Deployment of Patches approved by IA&AD on application Server/VM within 7 working days of IA&AD approval. • Infra (Server, VM) Patches – Deployment of all applicable patches on servers such as Anti-Virus, HIPS, SIEM, PAM etc. within 7 working days of release on servers. • Firmware upgrade patches/bundle – Deployment of firmware upgrade/bundle on security & network devices to level N-1 (where N is latest version & 1 is version prior to N) within 7 working days of release of version N. <p>The Bidder shall prepare a plan for each category of patches as mentioned above and submit to IA&AD at least 15 days before Phase-1 Stage-1 Go-Live. The Bidder shall submit patch deployment report to IA&AD once the signature is updated on all components.</p>
Measurement of Service Level Parameter	The delay shall be measured as the percentage of components on which the patches have been updated/installed as per aforesaid requirements.
Liquidated Damages for non- achievement of SLA Requirement	If the Bidder is not able to meet the above defined service level requirement, then the following liquidated damages shall be applied for every day of delay beyond the stipulated timeframe.



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Definition and Description	The Bidder shall ensure deployment/installation of latest patches on all the system components of the Contract BoQ provisioned in the Cloud infrastructure, at all Datacenters, within the stipulated timeframe. These patch updates can be segregated into following 3 categories: <ul style="list-style-type: none"> • Patches of Application server, Web server, Managed Service components, etc. that may impact the CPP Application. • Patches for Infra components (Server, VM, Appliances) • Firmware patches/bundle upgrade (Appliance, Security & Network devices) 								
	<p>For each additional drop in percentage beyond 97%, 2% of Quarterly payment will be levied as additional liquidated damages.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="background-color: #4f81bd; color: white;">% of system components on which latest patches are installed</th><th style="background-color: #4f81bd; color: white;">Liquidated Damages as % of quarterly payment of O&M</th></tr> </thead> <tbody> <tr> <td style="background-color: #d9e1f2;">>=99% to <100%</td><td style="background-color: #d9e1f2;">0.5 %</td></tr> <tr> <td style="background-color: #d9e1f2;">>=98% to <99%</td><td style="background-color: #d9e1f2;">1%</td></tr> <tr> <td style="background-color: #d9e1f2;">>=97% to <98%</td><td style="background-color: #d9e1f2;">2%</td></tr> </tbody> </table>	% of system components on which latest patches are installed	Liquidated Damages as % of quarterly payment of O&M	>=99% to <100%	0.5 %	>=98% to <99%	1%	>=97% to <98%	2%
% of system components on which latest patches are installed	Liquidated Damages as % of quarterly payment of O&M								
>=99% to <100%	0.5 %								
>=98% to <99%	1%								
>=97% to <98%	2%								

1.7.17 Backup and Archival Management

Definition and Description	<ul style="list-style-type: none"> • The Bidder shall take backup as per the backup and archival policy (to be finalized in discussion with IA&AD) at the start of project implementation.
Service Level Requirement	<p>The Bidder shall take backup of entire data, binaries, and logs, for all the environments proposed for the project. The indicative backup and archival policy is mentioned in Vol-I Annexure C. The Bidder shall propose and finalize the actual archival policy with IA&AD at the start of the project. The archived/backup data need to be restored by the Bidder as per the agreed</p>



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Definition and Description	<ul style="list-style-type: none"> The Bidder shall take backup as per the backup and archival policy (to be finalized in discussion with IA&AD) at the start of project implementation. 								
	policy and tested for its data consistency. Any discrepancies observed during data restoration and testing must be intimated to IA&AD and must be rectified by the Bidder in a time-bound manner.								
Measurement of Service Level Parameter	<p>Bidder shall ensure that backup and archival process is executed successfully as per the approved schedule/frequency with at least 99% compliance. The parameter will be calculated on a quarterly basis as per the following formula:</p> <p>% Compliance = [Count of all backup activities done on time / Total count of all backup activities planned for that quarter] * 100</p>								
Liquidated Damages for non- achievement of SLA Requirement	<p>If the Bidder is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following –</p> <table border="1"> <thead> <tr> <th>% Compliance of Backup and Archival policy</th><th>Liquidated Damages as % of the quarterly payments during O&M Phase</th></tr> </thead> <tbody> <tr> <td>>= 98 % to < 99%</td><td>0.25 %</td></tr> <tr> <td>>= 96% to < 98%</td><td>0.5%</td></tr> <tr> <td>< 96%</td><td>1 %</td></tr> </tbody> </table>	% Compliance of Backup and Archival policy	Liquidated Damages as % of the quarterly payments during O&M Phase	>= 98 % to < 99%	0.25 %	>= 96% to < 98%	0.5%	< 96%	1 %
% Compliance of Backup and Archival policy	Liquidated Damages as % of the quarterly payments during O&M Phase								
>= 98 % to < 99%	0.25 %								
>= 96% to < 98%	0.5%								
< 96%	1 %								



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1.7.18 Disaster Recovery Drills

Definition and Description	It is the number of Disaster recovery (DR) mock drills done by the Bidder within a specified period to validate each step of the BCP/DR plan and verify the effectiveness of System recovery and restoration procedures implemented at the DR site. In the DR drill, the Primary DC has to be deactivated and complete operations shall be carried out from the DR Site. However, during the change from DC to DR or vice-versa (regular planned changes), there should not be any data loss.
Service Level Requirement	Disaster recovery (DR) drills shall be done as per the defined policy or at least two DR drills in a year (once every six months), whichever is earlier.
Measurement of Service Level Parameter	<p>In case where the Cloud based DC-DR are setup in Active-Passive mode, the Active datacenter shall be simulated for (various types of) disasters, and the Passive datacenter shall be restored.</p> <p>In case the Cloud datacenters are setup in Active-Active mode, one of the datacenters shall be brought down while the other datacenter shall continue to serve the entire network traffic.</p> <p>In either case, each DR drill will be thoroughly analyzed to track the effectiveness of the Disaster recovery/BCP process, and to verify if the second datacenter is restored and recovered successfully in terms of its handling of data, incoming requests, network traffic and other security parameters.</p> <p>Any deficiencies reported during the DR drills shall be monitored and reported to IA&AD, along with the actionable, severity and target date for resolution. Bidder shall ensure that all identified deficiencies are resolved within the target date, at no extra cost to IA&AD.</p>



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Definition and Description	It is the number of Disaster recovery (DR) mock drills done by the Bidder within a specified period to validate each step of the BCP/DR plan and verify the effectiveness of System recovery and restoration procedures implemented at the DR site. In the DR drill, the Primary DC has to be deactivated and complete operations shall be carried out from the DR Site. However, during the change from DC to DR or vice-versa (regular planned changes), there should not be any data loss.						
	<p>Formal Acceptance of the DR Drill report by IA&AD shall considered as completion of the of the DR Drill.</p> <p>The Bidder shall provide relevant automated tools / mechanisms to monitor the successful execution of DR Drill, and reporting of necessary disaster recovery parameters (viz, RTO, RPO, etc.).</p>						
Liquidated Damages for non- achievement of SLA Requirement	<p>If the Bidder is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following –</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr style="background-color: #4F81BD; color: white;"> <th style="padding: 5px;">No. of DR drills done in a six-month period from Go-live</th><th style="padding: 5px;">Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase</th></tr> </thead> <tbody> <tr> <td style="text-align: center; padding: 5px;">1</td><td style="text-align: center; padding: 5px;">1 %</td></tr> <tr> <td style="text-align: center; padding: 5px;">0</td><td style="text-align: center; padding: 5px;">2 %</td></tr> </tbody> </table> <p>The liquidated damages will be levied in the quarter following the end of the six-month period.</p>	No. of DR drills done in a six-month period from Go-live	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase	1	1 %	0	2 %
No. of DR drills done in a six-month period from Go-live	Liquidated damages as % of the Quarterly payments during Operations & Maintenance Phase						
1	1 %						
0	2 %						

1.8 Others

1.8.1 SLA on additional services/items

Any additional/optional- equipment/service/items supplied by Bidder-as per the Bidder's commercial proposal (on IA&AD's request) shall also be governed by the terms and conditions set out in this agreement.



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1.8.2 Exclusions (for penalty calculation)

The Bidder will be exempted from any delays or slippages on SLA parameters arising out of the following reasons: -

1. The non-compliance with the SLA other than for reasons beyond the control of the Bidder. Typically, these events should occur during force majeure conditions only. Any such delays will be notified in writing to IA&AD by Bidder through a Change control note and must be approved by IA&AD. Once approved, the non-compliance will not be treated as a breach of SLA from the Bidder's point of view.
2. There is a force majeure event effecting the SLA which is beyond the control of the System Integrator.

1.8.3 SLA Monitoring and Auditing

IA&AD will review the performance of Bidder against the SLA parameters each quarter, or at the specific periodicity defined in this RFP document for that respective SLA.

The review / audit report will form the basis of any action relating to imposing penalty or breach of terms and conditions of work order. Any such review / Audit can be scheduled or unscheduled. The results will be shared with the Bidder as soon as possible.

IA&AD reserves the right to appoint a third-party auditor to validate the SLA.

1.8.4 SLA Monitoring Tool

The Bidder shall provide adequate tools for capturing data required for measuring SLAs.

The Tool shall be tested and certified for its accuracy, reliability and completeness by IA&AD before it is deployed by the Bidder.

The tools shall have the capability such that the IA&AD can log in anytime, without the involvement of Bidder, to see the status.

If the measurements from the tool and/or data equivalent to more than 5% of the sample size is missing or unavailable for a particular SLA metric or if the tool is found to be unreliable then the maximum penalty applicable against that metric will be applicable.



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1.8.5 Maximum Penalty applicable for the SLAs

The Liquidated damages/penalties are mentioned against each of the SLAs that are to be monitored and managed by the Bidder during the entire life of the project. For each milestone, Penalties shall be calculated for all the deviated SLAs applicable for that milestone and shall be added together to derive the “Total Penalty” liable on the Bidder for that milestone.

For the O&M phase, the “Total Penalty” calculated for all the deviated and applicable SLAs during the quarter, on an additive basis, shall not exceed the “Maximum Penalty” of 20% of the payments due for that Quarter. However, certain SLAs shall invite additional penalties beyond the “Maximum Penalty” and have been categorically mentioned in this document.

Payments for each milestone shall be made to the Bidder after deducting all the penalties due against that milestone.

1.8.6 Condition for termination

In case the calculated penalty exceeds 20%, for two consecutive quarters during the O&M phase, IA&AD reserves the right to terminate the MSA.

1.8.7 Issue Management Procedures

This process provides an appropriate management structure for the orderly consideration and resolution of business and operational issues in the event that quick consensus is not reached between Product Owner and the Bidder. In such cases, the issues will be escalated to the Project Execution and Change Management Committee (PECMC) for their consideration and decision. In an exception case, where PECMC is also unable to take a decision or the decision is not acceptable to the Bidder, the issue will be escalated to Project Steering Committee, whose decision shall be final.

For any issue that is to be escalated to PECMC (and beyond), IA&AD / Bidder may raise the issue by documenting the business or technical problem, that presents a reasonably objective summary of points of view of both parties and identifies specific points of disagreement with possible solutions.



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The Committee shall decide on a temporary, if needed, and the permanent solution for the problem at hand. The Bidder will then communicate the resolution to all relevant parties and do the needful to resolve the issue.

In the event a significant business issue is still unresolved, the arbitration procedures described in the RFP document will be used.

2 FORMATS

These FORMAT sub-sections will be done later once the BoQ Excel is finalized.

2.1 SUMMARY

S .No	Form Reference	Track Name	Format Number	Project Component Name	Project Component Cost (INR)	Track Cost (INR)
1.	Format 3	Track 1: Setting Up of Development & Test Environment	Format 3A	Track 1 - Cloud Resource Cost Format	₹ 0	₹ 0
			Format 3B	Track 1: System Software Cost	₹ 0	
2.	Format 4	Track 2: OIOS Application Design, Development, Implementation and Rollout	Format 4A	OIOS Application Design, Development, Implementation and Rollout	₹ 0	₹ 0
			Format 4B	Track 2: Phase 1 Middleware and Software	₹ 0	
			Format 4C	Track 2: Phase 2 Middleware and Software	₹ 0	
			Format 4D	Phase 3 Development Team	₹ 0	
			Format 4E	OIOS Application Cloud to PDC Migration Cost	₹ 0	
3.	Format 5	Track 3: Setting Up of PDC and DRC and Backup Sites at 2 IA&AD offices	Format 5A	Track 3: Phase 1 - Setting Up of PDC	₹ 0	₹ 0
			Format 5B	Track 3: Phase 2 - Setting Up of PDC	₹ 0	
			Format 5C	Track 3: Phase 2 - Setting Up of DRC	₹ 0	
4.	Format 6	Track 4: Centralized Helpdesk Set Up and Operations			₹ 0	
5.	Format 7	Track 5: Training Cost			₹ 0	
6.	Format 8	Track 6: Operations and Maintenance Cost			₹ 0	
A.	Total Cost (1+2+3+4+5+6) in Numbers				₹ 0	
	Total Cost in Words: <<To be entered manually...>>					



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FORMAT 3A

FORMAT 3A		Track 1 - Cloud Resource Cost Format						
#	Item	Unit of Measurement	Quantity	Number of Months	Price Per Unit Per Month	Total Price (excluding taxes)	Tax in %age	Total Price (including taxes)
			A	B	C	D = A x B x C	E	F =D + (D x E/100)
All Amount to be quoted in INR								
	VM (loaded with latest Linux or Windows environment which the bidder selects for development)							
	X86 64Core with 256GB RAM	Number	1			0		0
Row Intentionally left Blank								
2.	Storage					0		0
2.1.	SSD 500 GB	Number	1	3		0		0
2.2.	SAS / NLSAS 500 GB	Number	1	3		0		0
Row Intentionally left Blank								
	Total Cost (In Numbers) Including Taxes							₹ 0
	Total Cost (In Words) Including Taxes	<<To be entered manually...>>						



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FORMAT 3B

FORMAT 3B		Track 1: System Software Cost														
		Proprietary / Open Source			Total price (C)	Tax (D)	Total price (E = C + (C*D/100))	Annual Technical Support							Total Cost of Ownership (F = E + Y1 + Y2 + Y3 + Y4 + Y5 + Y6 + Y7)	
								Year 1 (Y1)	Year 2 (Y2)	Year 3 (Y3)	Year 4 (Y4)	Year 5 (Y5)	Year 6 (Y6)	Year 7 (Y7)		
All Amount to be quoted in INR																
1	Software															
1.1.	Application Server		Licens		0		0									0
1.2.	Database Server		Licens		0		0									0
1.3.	BPM		Licens		0		0									0
1.4.	GIS		Licens		0		0									0
1.5.	Any other		Licens		0		0									0
Total Cost (In Numbers) Including																₹ 0

To be Done Later



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	Total Cost (In Words) Including Taxes	<<To be entered manually...>>
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FORMAT 4A

FORMAT 4A					
S No	Components Name	Unit	Total Capex (Excluding Taxes)	Taxes %	Total Capex (Inclusive of Taxes)
		A		B	C = A + (A*B/100)
All Amount to be quoted in INR					
A	OIOS Phase 1 - Bespoke Software Development	Lumpsum	To be Done Later		0
B	OIOS Phase 2 - Bespoke Software Development	Lumpsum			0
Row Intentionally left Blank					
C	Total Cost (In Numbers) Including Taxes				₹ 0
	Total Cost (In Words) Including Taxes	<<To be entered manually...>>			



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FORMAT 4B

FORMAT 4B			Track 2: Phase 1 Middleware and Software													
S No	Item	Proprietary / Open Source							Annual Technical Support							Total Cost of Ownership
					Total price	Ta	Total price									
					(x	(Inclusive	Year	Year	Year	Year	Year	Year	Year			
			A	B	C =AXB	D	E = C + (C*D/100)	Y1	Y2	Y3	Y4	Y5	Y6	Y7	F = E + Y1 + Y2 +Y3 + Y4 + Y5 + Y6 + Y7	
All Amount to be quoted in INR																
Row Intentionally left Blank																
1.	Supporting Platform															
1.1.	Operating system – Open source		Support		0		0								0	
1.2.	Operating system – COTS		License		0		0								0	
1.3.	Virtualisation software		License/ CPU		0		0								0	
1.4.	Virtualisation Manager		License/	1	0		0								0	
2.	Core System Software															
2.1.	Web server		Core	4	0		0								0	
2.2.	Application Server		Core	4	0		0								0	
2.3.	BPM Software		Core	4	0		0								0	
2.4.	Document management system		Core	4	0		0								0	
2.5.	Database – OIOS		Core	4	0		0								0	
2.6.	Database security – OIOS		Core	4	0		0								0	



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FORMAT 4B			Track 2: Phase 1 Middleware and Software													
S No	Item	Proprietary / Open Source				Total price	Tax %	Total price (Inclusive of GST)	Annual Technical Support							Total Cost of Ownership
				A	B	C = AXB	D	E = C + (C*D/100)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	F = E + Y1 + Y2 + Y3 + Y4 + Y5 + Y6 + Y7
2.7.	KMS Platform,		License	1		0		0								0
2.8.	Help desk Tool – OIOS		License	1		0		0								0
2.9.	Web conferencing tool (Helpdesk - multiple offices)		Host	10		0		0								0
2.10.	SIEM		License			0		0								0
2.11.	Identity access and management (for 29,000 users - 25% delivery)		License			0		0								0
3.	EMS Software															
3.1.	Monitoring: IT Infrastructure (device based - OS Instances: Server OS, Virtualisation, Firewall, IPS, Storage)		Turnkey			0		0								0



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FORMAT 4B			Track 2: Phase 1 Middleware and Software													
S No	Item	Proprietary / Open Source				Total price	Tax (x)	Total price (Inclusive	Annual Technical Support							Total Cost of Ownership
									Year	Year	Year	Year	Year	Year	Year	
				A	B	C =AXB	D	E = C + (C*D/100)	Y1	Y2	Y3	Y4	Y5	Y6	Y7	F = E + Y1 + Y2 +Y3 + Y4 + Y5 + Y6 + Y7
3.2.	Monitoring: OIOS Application Performance (Real User Monitoring, Diagnostics)		License			0		0								0
3.3.	Dashboard & Reporting (Events co-relation, Centralized Reporting)		License			0		0								0
3.4.	Service Desk (SLA monitoring, Incident Mgmt.)		License			0		0								0
3.5.	OIOS, IT Infrastructure Operational Analytics (Log Correlation & Analysis)		License			0		0								0
Row Intentionally left Blank																
	Total Cost (In Numbers) Including Taxes															₹ 0



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FORMAT 4B			Track 2: Phase 1 Middleware and Software													
S No	Item	Proprietary / Open Source				Total price	Tax (%)	Total price (Inclusive of GST)	Annual Technical Support							Total Cost of Ownership
				A	B	C =AXB	D	E = C + (C*D/100)	Y1	Y2	Y3	Y4	Y5	Y6	Y7	F = E + Y1 + Y2 +Y3 + Y4 + Y5 + Y6 + Y7
	Total Cost (In Words) Including Taxes		<<To be entered manually...>>													



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FORMAT 4C

FORMAT 4C			Track 2: Phase 2 Middleware and Software													
S No	Item	Proprietary / Open Source	Unit	Qty	Unit Rate	Total price (Excluding Taxes)	Tax %	Total price (Inclusive of Taxes)	Annual Technical Support							Total Cost of Ownership
									(Inclusive of Taxes)							(Inclusive of Taxes)
				A	B	C=AXB	D	E = C + (C*D/100)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	F = E + Y1 + Y2 +Y3 + Y4 + Y5 + Y6 + Y7
			All Amount to be quoted in INR													
			Row Intentionally left Blank													
1	RDBMS Instance															
1.1.	MySQL		Core	4		0		0								0
1.2.	PostgreSQL		Core	4		0		0								0
1.3.	MS SQL server		Core	4		0		0								0
1.4.	DB2		Core	4		0		0								0
1.5.	Oracle		Core	4		0		0								0
Row Intentionally left Blank																
	Total Cost (In Numbers) Including Taxes															₹ 0
	Total Cost (In Words) Including Taxes	<<To be entered manually...>>														



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FORMAT 4E

FORMAT 4E		OIOS Cloud Development Environment to PDC Migration Cost			
S No	Components Name	Unit	Total Cost (Excluding Taxes)		Total Cost (Inclusive of Taxes)
		A	B	C = A + (A*B/100)	
All Amount to be quoted in INR					
A	DevelopmentenvironmentMigration	Lumpsum			0
B	Network reconfiguration and connectivity with PDC	Lumpsum			0
Row Intentionally left Blank					
C	Total Cost (In Numbers) Including Taxes				₹ 0
	Total Cost (In Words) Including Taxes	<<To be entered manually...>>			



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FORMAT 5A

FORMAT 5A			Track 3: Phase 1 - Setting Up of PDC													
S No	Item	Open Proprietary / Source	Unit	Qty	Unit Rate	Total price (Excluding Taxes)	Tax %	Total price (Inclusive of Taxes)	Annual Technical Support (Inclusive of Taxes)							Total Cost of Ownership (Inclusive of Taxes)
									Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	
				A	B	C =AxB	D	E = C + (C*D/100)	Y1	Y2	Y3	Y4	Y5	Y6	Y7	F = E + Y1 + Y2 +Y3 + Y4 + Y5 + Y6 + Y7
			All Amount to be quoted in INR													
Hardware components																
1.1.	Blade server chassis		Number	1		0		0								0
1.2.	Blade Servers with 2X16 cores (Total 96 Cores)		Number	3		0		0								0
1.3.	KVM Switch		Number	2		0		0								0
1.4.	SAN storage 40 TB Usable		License/ Support	1		0		0								0
1.5.	Racks		Number			0		0								0
1.6.	SAN Switch 24 Port		Number	2		0		0								0
1.7.	Access switch 10G		Number	4		0		0								0
1.8.	Structured Cabling within DC (Cat 6 A)		Job	1		0		0								0
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2.	Security															
2.1.	Firewall Next Generation with SSL VPN (1 GBPS cumulative throughput including 7.2, 7.3 and 7.4)		Number	2		0		0								0
2.2.	IPS		No	2		0		0								0
2.3.	Application Security		Subscription/Year	2		0		0								0
2.4.	URL filtering		Subscription/Year			0		0								0
2.5.	Anti-APT Solution with sand-boxing		Subscription/Year	1		0		0								0
2.6.	Web application firewall		No	2		0		0								0
2.7.	DLP (System administrators console)		License			0		0								0
2.8.	HIPS		License			0		0								0
2.9.	Privilege Management of System Administrator (VMs, Physical Servers, Storage)		LIC / VM			0		0								0
2.10.	Database Activity Monitoring		License			0		0								0
2.11.	HSM		Number	1		0		0								0
2.12.	Anti-Virus –malware and Anti-Spam (for Server & System administration OS)		Subscription/Year			0		0								0



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Selection of Agency for Implementation of Centralized Pension Processing (CPP) Project

FORMAT 5A			Track 3: Phase 1 - Setting Up of PDC															
S No	Item	Open Proprietary / Source	Unit	Qty	Unit Rate	Total price (Excluding Taxes)	Tax %	Total price (Inclusive of Taxes)	Annual Technical Support (Inclusive of Taxes)							Total Cost of Ownership (Inclusive of Taxes)		
									Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7			
				A	B	C =AXB	D	E = C + (C*D/100)	Y1	Y2	Y3	Y4	Y5	Y6	Y7	F = E + Y1 + Y2 + Y3 + Y4 + Y5 + Y6 + Y7		
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3.	Backup Site 1/NLDC																	
3.1.	SAN (SAS based, 10TB usable capacity, expendable to 20TB usable)		Number	1		0	0										0	
3.2.	UPS (To support above SAN, with 30 min power backup)		Number	1		0	0										0	
Row Intentionally left Blank																		
4.	Lease line provisioning																	
4.1.	PDC to Backup Site 1/NLDC		Quarter	6		0	0										0	
4.2.	PDC to NICNET Gateway 1		Quarter	6		0	0										0	
Row Intentionally left Blank																		
5.	Data Center Rental costs		Quarter	6		0	0										0	
Row Intentionally left Blank																		
	Total Cost (In Numbers) Including Taxes																	₹ 0
	Total Cost (In Words) Including Taxes					<<To be entered manually...>>												



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Selection of Agency for Implementation of Centralized Pension Processing (CPP) Project

FORMAT 5B

FORMAT 5B		Track 3: Phase 2 - Setting Up of PDC															
S No	Item	Open / Proprietary / Source	Unit	Qty	Unit Rate	Total price (Excluding Taxes)	Tax %	Total price (Inclusive of Taxes)	Annual Technical Support (Inclusive of Taxes)							Total Cost of Ownership (Inclusive of Taxes)	
									Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7		
									Y1	Y2	Y3	Y4	Y5	Y6	Y7		
				A	B	C=AXB	D	E = C + (C*D/100)									F = E + Y1 + Y2 + Y3 + Y4 + Y5 + Y6 + Y7
All Amount to be quoted in INR																	
	Hardware components																
1.1.	Blade Servers with 2X16 cores		Number	7		0		0									0
Row Intentionally left Blank																	
	Supporting Platform																
2.1.	Operating system – Open source		Support			0		0									0
2.2.	Operating system - COTS		License/			0		0									0
2.3.	Virtualisation software		License/ CPU			0		0									0
Row Intentionally left Blank																	
3.	Core System Software Components																
3.1.	Web server		Core			0		0									0
3.2.	Application Server		Core	4		0		0									0
3.3.	BPM Software		Core	4		0		0									0
3.4.	Document management system		Core	4		0		0									0
3.5.	Database – OIOS		Core	12		0		0									0
3.6.	Database security - OIOS		Core	12		0		0									0
3.7.	Database Administration Software Tool for DBA		User License	10		0		0									0
3.8.	GIS Server		Core	8		0		0									0
Row Intentionally left Blank																	
	Total Cost (In Numbers) Including Taxes																₹ 0
	Total Cost (In Words) Including Taxes		<<To be entered manually...>>														



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Selection of Agency for Implementation of Centralized Pension Processing (CPP) Project

FORMAT 5C

FORMAT 5C			Track 3: Phase 2 - Setting Up of DRC													
S No	Item	Open Source / Proprietary /	Unit	Qty	Unit Rate	Total price (Excluding Taxes)	Tax %	Total price (Inclusive of Taxes)	Annual Technical Support (Inclusive of Taxes)							Total Cost of Ownership (Inclusive of Taxes)
									Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	
			A	B	C=AXB	D	E = C + (C*D/100)	Y1	Y2	Y3	Y4	Y5	Y6	Y7	F = E + Y1 + Y2 +Y3 + Y4 + Y5 + Y6 + Y7	
			All Amount to be quoted in INR													
	Hardware components															
1.1.	Blade server chassis		Number	1		0.00		0.00								0
1.2.	Blade Servers with 2X16 cores (Total 128 Cores)		Number	4		0.00		0.00								0
1.3.	KVM Switch		Number	2		0.00		0.00								0
1.4.	SAN storage 40 TB Usable		License/Support	1		0.00		0.00								0
1.5.	Racks		Number			0.00		0.00								0
1.6.	SAN Switch 24 Port		Number	2		0.00		0.00								0
1.7.	Access switch 10G		Number	4		0.00		0.00								0
1.8.	Structured Cabling within DC (Cat 6 A)		Job	1		0.00		0.00								0
Row Intentionally left Blank																
2.	Security															
2.1.	Firewall Next Generation with SSL VPN (1 GBPS cumulative throughput including 7.2, 7.3 and 7.4)		Number			0		0								0
2.2.	IPS		No	2		0		0								0
2.3.	Application Security		Subscription/Year	2		0		0								0
2.4.	URL filtering		Subscription/Year	2		0		0								0
2.5.	Anti-APT Solution with sand-boxing		Subscription/Year	1		0		0								0
2.6.	Web application firewall		No	2		0		0								0



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Selection of Agency for Implementation of Centralized Pension Processing (CPP) Project

FORMAT 5C		Track 3: Phase 2 - Setting Up of DRC														
S No	Item	Open Source / Proprietary /	Unit	Qty	Unit Rate	Total price (Excluding Taxes)	Tax %	Total price (Inclusive of Taxes)	Annual Technical Support (Inclusive of Taxes)							Total Cost of Ownership (Inclusive of Taxes)
				A	B	C=AXB	D	E = C + (C*D/100)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	F = E + Y1 + Y2 + Y3 + Y4 + Y5 + Y6 + Y7
									Y1	Y2	Y3	Y4	Y5	Y6	Y7	
2.7.	DLP (System administrators console)		License			0		0								0
2.8.	HIPS		License			0		0								0
2.9.	Privilege Management of System Administrator (VMs, Physical Servers, Storage)		LIC / VM			0		0								0
2.10.	Database Activity Monitoring		License			0		0								0
2.11.	HSM		Number	1		0		0								0
2.12.	Anti-Virus –malware and Anti-Spam (for Server & System administration OS)		Subscription/Year			0		0								0
Row Intentionally left Blank																
3.	Core System Software Components															
3.1.	Site Recovery Software		License/DR	1		0		0								0
3.2.	Web server		Core			0		0								0
3.3.	Application Server		Core			0		0								0
3.4.	BPM Software		Core			0		0								0
3.5.	Document management system		Core			0		0								0
3.6.	Database – OIOS		Core			0		0								0
3.7.	Database security - OIOS		Core			0		0								0
3.8.	Identity access and management		License			0		0								0
3.9.	GIS Server		Core			0		0								0
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4.	Backup Site/NLDC															

To be Done Later



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Selection of Agency for Implementation of Centralized Pension Processing (CPP) Project

FORMAT 5C			Track 3: Phase 2 - Setting Up of DRC													
S No	Item	Open Source / Proprietary /	Unit	Qty	Unit Rate	Total price (Excluding Taxes)	Tax %	Total price (Inclusive of Taxes)	Annual Technical Support							Total Cost of Ownership
									(Inclusive of Taxes)							
				A	B	C =AxB	D	E = C + (C*D/100)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	F = E + Y1 + Y2 +Y3 + Y4 + Y5 + Y6 + Y7
4.1.	SAN (SAS based, 10TB usable capacity, expendable to 20TB usable)		Number	2		0		0								0
4.2.	UPS (To support above SAN, with 30 min power backup)		Number	2		0		0								0
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5.	Lease line provisioning															
5.1.	Leased line between PDC, DRC of 50 Mbps		Quarter	6		0		0								0
5.2.	PDC to Backup Site 2/NLDC		Quarter	6		0		0								0
5.3.	DRC to NICNET Gateway 2		Quarter	6		0		0								0
Row Intentionally left Blank																
6.	DRC Rental Costs		Quarter			0		0								0
Row Intentionally left Blank																
	Total Cost (In Numbers) Including Taxes															₹ 0
	Total Cost (In Words) Including Taxes															



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Selection of Agency for Implementation of Centralized Pension Processing (CPP) Project

FORMAT 6

FORMAT 6		Centralized Helpdesk Resource				
S No	Resource Type	Indicative Person Months	Cost Per resource Per Month (Excluding Taxes)	Total Cost (Excluding Taxes)	Tax %	Total Cost of Ownership (Including Taxes)
		A	B	C = A X B	D	E = C+(C*D/100)
1.	Application Support Manager	84		0		0
2.	Manager - L1 and L2	72		0		0
3.	Analyst - L1	168		0		0
4.	Analyst - L2	156		0		0
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	Total Cost (In Numbers) Including Taxes					₹ 0
	Total Cost (In Words) Including Taxes	<<To be entered manually...>>				



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FORMAT 7

FORMAT 7		Training Cost (Inclusive of taxes)				
S No	Resource Type	Quantity/ Batch	Unit Cost Per training (Excluding Taxes)	Total Cost (Excluding Taxes)	Tax %	Total Cost of Ownership (Including Taxes)
		A	B	C = A X B	D	E = C+(C*D/100)
All Amount to be quoted in INR						
1.	Agile Methodology Training	2		0		0
2.	Toolchain Training	2		0		0
3.	Training on the functional help desk tool	3		0		0
4.	Application Training Phase 1	21		0		0
5.	Application Training Phase 2	21		0		0
6.	OIOS System Admin Training	3		0		0
7.	Designing of MIS Reports/ dashboards	21		0		0
8.	UAT Training Phase 1	9		0		0
9.	UAT Training Phase 2	18		0		0
Row Intentionally left Blank						
	Total Cost (In Numbers) Including Taxes					₹ 0
	Total Cost (In Words) Including Taxes	<<To be entered manually...>>				



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FORMAT 8

FORMAT 8		Track 6: Operation and Maintenance Cost											
S No	Resource Type	Qty	Cost / Resource / year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Total Cost (Excluding Taxes)	Tax %	Total Cost of Ownership (Including Taxes)
		A	B	Y1	Y2	Y3	Y4	Y5	Y6	Y7	C = Y1+Y2+Y3+Y4+Y5+Y6+Y7	D	E = C+(C*D/100)
All Amount to be quoted in INR													
1.	Operation & Maintenance												
1.1	Operations Manager	1									0	0	
1.2	Application Support Engineer	1									0	0	
1.3	Developer/Sr. Developer	2									0	0	
1.4	Tester	1									0	0	
1.5	Database administrator	2									0	0	
1.6	System Administrator	2									0	0	
1.7	Infrastructure Manager	1									0	0	
1.8	Analyst – BCP and DR	3									0	0	
Row Intentionally left Blank													
2.	Security Administration												
2.1	Security Manager	1									0	0	
2.2	Analyst (Application & Database Security)	3									0	0	
Row Intentionally left Blank													
	Total Cost (In Numbers) Including Taxes												₹ 0
	Total Cost (In Words) Including Taxes	<<To be entered manually...>>											



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Selection of Agency for Implementation of Centralized Pension Processing (CPP) Project

*****The End*****