Legal Entity Identifier India Limited (LEIL)

Accredited by GLEIF

REQUEST FOR PROPOSAL

Development of Web Application for Legal Entity Identifier India Limited

RFP Number: LEIL/0622/06

Date of Issue: 04-July-2022

Due Date: 20-July-2022

Proprietary and Confidential

Disclaimer

The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidders whether verbally or in documentary form by or on behalf of Legal Entity Identifier India Ltd (LEIL), is provided to the bidders on the terms and conditions set out in this RFP document.

This RFP document is not an agreement and is not an offer or invitation by LEIL to any parties other than the applicants who are qualified to submit the bid. The purpose of this RFP document is to provide bidders with information to assist the formulation of their proposal. This RFP document does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice. LEIL makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document. LEIL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

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Glossary

While reading this Request for Proposal (RFP) document including all its Annexure, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires.

1) "CCIL" means The Clearing Corporation of India Limited (CIN: U65990MH2001PLC131804), a company incorporated under Indian companies Act, 1956 and having its registered office at CCIL Bhavan, S. K. Bole Road, Dadar (W), Mumbai-400028 and includes the CCIL's representatives, successors and assignee.

2) "LEIL" means Legal Entity Identifier India Limited (CIN: U74900MH2015PLC268921), a wholly owned subsidiary of CCIL, incorporated under Indian companies Act, 1956 and having its registered office at CCIL Bhavan, S. K. Bole Road, Dadar (W), Mumbai-400028 and includes the LEIL's representatives, successors and assignee.

3) Bidder - the company submitting it's responses to this RFP.

4) "GLEIF" means Global Legal Entity Identifier Foundation

5) IT – Information Technology

6) RFP – Request for Proposal

Section-1: Invitation for Proposal

Legal Entity Identifier India Limited (LEIL) is a wholly owned subsidiary of The Clearing Corporation of India Ltd. acts as a Local Operating Unit (LOU) for issuing globally compatible Legal Entity Identifiers (LEIs) in India.

"LEIL has been recognized by the Reserve Bank of India as an "Issuer" of Legal Entity Identifiers under the Payment and Settlement Systems Act 2007 (as amended in 2015)." LEIL has been accredited by the Global Legal Entity Identifier Foundation (GLEIF) as a Local Operation Unit (LOU) for issuance and management of LEI's.

1. Purpose of the RFP

LEIL already has a web application developed and maintained by CCIL-IT and is hosted on premise in CCIL datacenter. It is now felt to revamp the application with latest web technologies and better UI/UX. The revamped application should be cloud ready/ cloud native and may be hosted also on LEIL/CCIL premise/datacenter.

Technically complete and commercially competitive bids are invited from the eligible bidders to implement web application development for Legal Entity Identifier India Ltd (LEIL) that will have capability to cater to workflows for LEI registration, issuance, renewal and maintenance processes. The application should have workflow for LEI application review & approval processes and integrate various APIs. The application should be comprehensive, scalable, functionally rich and user friendly.

The proposed solution should adhere to the business and technical requirements mentioned in the RFP.

Section 2: Important Details about RFP

Important information related to this RFP document is given below

S/N	Description	Details
1	RFP Number	LEIL/0622/06
2	Date of issue of RFP	04-July-2022
3	Last date of receipt of any queries on RFP	15-July-2022
3	Last date and time of receipt of bid	20-July-2022
4	Address for communication	**Head of the Department - IT** The Clearing Corporation of India Limited CCIL Bhavan, Off S. K. Bole Road, Dadar (West), Mumbai - 400 028
5	LEIL contact person	Mr. Aditya Anand (+91 22 61546257 / +91 9768592086 aanand@ccilindia.co.in)

(Note: The schedule is subject to change. Changes if any will be communicated to the Bidders)

1. **Due Diligence**

The bidder is expected to examine all instructions, terms and conditions in this Request for Proposal (RFP) document. Bid shall be deemed to have been prepared and submitted after careful study and examination of this RFP document with full understanding of its implications. The bid should be precise, complete. Failure to furnish all information required by this RFP or submission of a bid not responsive to this RFP in every respect will be at the bidders risk and may result in rejection of the bid.

The bidder is requested to carefully examine the RFP document and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the RFP document, bidder should seek necessary clarifications as per the schedule for pre-bid queries.

Every bidder is permitted to submit only one bid.

2. Cost of RFP

There is no cost of the RFP document. The bidder shall bear all costs associated with the preparation and submission of its bid and LEIL will, in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. LEIL shall not be responsible or liable for reimbursing / compensating these costs, regardless of the conduct or outcome of the bidding process.

3. Amendment to the RFP Document

a. LEIL reserves the right to make amendments to RFP document.

b. At any time, for any reason, whether at its own initiative or in response to clarifications requested by prospective bidders, LEIL may modify this RFP document. Bidders may be suitably informed to resubmit their offer.

c. If required in order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, LEIL reserves the rights to extend the deadline for the submission of bids. However no request from the bidder for any extension shall be binding on LEIL.

4. Late Bids

Bids will be received by LEIL on or before the date / time and at the address specified in the RFP document. Any bid received by LEIL after the last date for receipt of bids prescribed by LEIL, will be rejected and/or returned unopened to the Bidder.

LEIL is not responsible for non-receipt of bid at the specified address within the given date and time in the RFP due to any reason including any postal delays or holidays

5. Period of Validity of Bid

5.1 Validity Period

Bid shall remain valid for 180 days from the date of <u>submission of final bid</u>. LEIL holds the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.

5.2 Extension of Period of Validity

In exceptional circumstances, LEIL may solicit the bidder consent to an extension of the validity period. Extension of validity period by the bidder should be unconditional and irrevocable.

6. **Bid Submission**

   The bidder shall prepare one hard copy and one soft copy (in MS Word/ Excel format) of the bid and will submit as mentioned below:

   1. Envelope 'A':- Pre-qualification and Technical bid details.

      The bidder shall provide the required details as per the format in Section 7 (Annexure-IV) to establish the eligibility of the bidder.

      The bidder should submit the complete technical details of the proposed solution viz. solution capabilities/functionalities architecture & design, infrastructure requirements and implementation approach/plan, etc.

      The implementation plan may include but not limited to the following:

      1. A detailed plan to develop proposed solutions according to the provided business and technical requirements.
      2. The methodology/approach to be followed for the application development, along with key deliverables and milestones.
      3. Bidders should mention all products/services that can work within the proposed solution framework.
      4. Bidders should clearly state the products/services they cannot support and integrate with the proposed solution.

      The soft copy of the Technical Bid is to be sent on Email to Mr Aditya Anand on aanand@ccilindia.co.in before the last date of Submission.

   2. Envelop 'B':- Commercial bid.

      Bidder to provide the details of commercials, including development, implementation of the new solution/application and migration of existing data charges on "Fixed Cost" basis.

      Prices quoted in the Commercial bid must be lowest and shall not be subject to any upward revisions on any account whatsoever.

      Bidder may also quote indicative charges for support post implementation/warranty period of 3 month.

The bidder should provide commercial bid as per format in Annexure-VIII.

Both of the above Envelopes may be placed in a common sealed Envelope and submitted by the due date.

Note: In case of any discrepancy between hard copy and soft copy, the hard copy shall govern.

7. Queries on RFP

The bidder may request further information, clarification, queries related to the RFP by submitting such request in writing or by e-mail before the pre-bid query schedule to:

Mr Aditya Ananad
Clearing Corporation of India Limited,
CCIL Bhavan, S K Bole Road,
Dadar (West), Mumbai - 400 028
E-mail: aanand@ccilindia.co.in

Bidder should submit the queries only in the format given below:

S/N	RFP Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remarks (if any)

8. Language of Bid

The bid prepared by bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and LEIL shall be in English only.

9. Bid Currency

Prices shall be quoted in *Indian Rupee (INR)*.

Section-3: Prequalification Eligibility Criteria for the Bidder

S.No	Eligibility Criteria	Documentation Required
1	The bidder should be a Company registered under the Companies Act of India or LLP / firm registered under the respective Acts of India.	Applicable tax registrations (PAN, GST etc.) supported by documentary evidence. Documents evidencing registration with the Registrar of Companies (ROC)/other authorities, as the case may be, should also be submitted.
2	The bidder should have an annual turnover from custom software development activities (not including product sales) in each of the last three (3) financial years (FY), i.e. 2019-20, 2020-21 and 2021-22 (or Calendar years (CY) 2019, 2020 and 2021) of at least INR 50 crores.	Audited financial statements indicating the annual turnover and the net worth for the last three FY or CY as mentioned in the eligibility criteria. OR Auditor / Chartered Accountant Certificate Turnover for the Software development, product sales, etc. may be indicated separately.
3	The bidder should not be currently blacklisted by any bank, financial institution, regulator or Government's Bidder Black List in India or abroad. The bidder should not be involved in any legal case that may affect the solvency/existence of firm or in any other way affect the bidder's capability to provide/ continue the services to LEIL.	A self-declaration from the bidder on the company letterhead.

Only those bidders who meet Eligibility Criteria shall submit their bids.

Section-4: Scope of RFP

1. Business Requirements

Kindly refer Annexure-I for the business requirements, which includes application flow and different screens/functionalities required in the LEI application.

2. Technical Requirements

Kindly refer Annexure-II for technical requirements, which include required architecture and technology stack for the solution.

3. Migration Requirements

All existing transactional data along with login credentials should be migrated and integrated with the proposed solution/application.

Estimated data to be migrated is as follows

- About 15 master table data
- Login credentials for approx. 60000 users
- Transactional data for approx. 50000 LEIs issued

4. Trainings

There should be adequate training included for CCIL/LEIL's application development and support teams in terms of application architecture and design (including documentation), database design, code components and code base, deployment diagrams and operations manual.

Training should be distinct for business users, application developers and application support / infrastructure teams.

5. Post Implementation/Warranty Support

Post implementation of the solution, the selected bidder will be responsible for on-site support for a minimum period of 03 months to provide technical and functional support.

LEIL at its discretion may enter into a separate comprehensive post implementation/warranty production support contract with the bidder on mutually agreed terms along with SLAs.

6. Testing of the Solution

6.1 Test Case Preparation

LEIL will test, all capabilities and functionalities of the proposed solution before implementation. It must be noted by the selected bidder that all documentation, system architecture, design details, explanation of functionalities etc. to be provided to LEIL for preparation of test cases. LEIL team will prepare test cases for functional testing and will be shared with selected bidder at appropriate time. LEIL may also engage a third party for

conducting the acceptance test. Bidder has to extend all the support, documentation, explanation of functionalities etc. to LEIL/ third party engaged for acceptance testing. Selected vendor must ensure that the outcome of execution of test cases is as per the expectations of LEIL and any changes or customization required would be carried out by the selected bidder to meet the expectations.

7. **Secure Solution:**

The supplied solution should be free from any vulnerability, malwares, Trojans etc. which may pose potential security threat to LEIL and bidder to submit a certificate for the same.

Section-5: Evaluation of Bid

Appropriate information should be provided by the bidders so as to give confidence to LEIL that the complete solution, project implementation and all the associated services including post implementation services would meet the RFP objectives and will be executed in most efficient and effective manner.

The evaluation process would assess whether the bidder has offered a complete response as per LEIL's RFP. The technical evaluation process would consider factors such as meeting the scope/requirement objectives, architecture, design, capabilities capacity, data migration and manageability of the entire solution.

LEIL reserves the right to modify/ amend evaluation criteria, re-issue/ re-commence/ cancel the Bid/ RFP process at any time during the RFP process, without assigning any reason for such action. Any decision in this regard by LEIL shall be final, conclusive and binding on the Bidders.

The Bidder shall submit their offers strictly in accordance with the terms and conditions of the RFP Document. Any Bid, which is incomplete or stipulates conditions contrary to the terms and conditions given in the RFP Document, is liable for rejection. Any decision of LEIL in this regard shall be final, conclusive and binding on the Bidder.

LEIL reserves the right to accept or reject any or all the Bids without assigning any reason whatsoever and without any liability whatsoever and/or any obligation including intimation to the Bidder(s). Any decision of LEIL in this regard shall be final, conclusive and binding on every Bidder and shall not be questioned/ challenged by the Bidder.

The bidder would be selected after evaluation of their responses as submitted by them in the required formats.

The following steps would be carried out for evaluation of bids:

a) Eligibility Evaluation of the Bidder as per the responses submitted

b) Technical Evaluation:

    i. Qualified bidders who meet the eligibility criteria will be considered for technical evaluation based on the information received

    ii. The Technical Bid should necessarily contain all Technical details and other terms and condition of RFP. Technical proposal that are not substantially responsive are liable to be disqualified at the discretion of CCIL/LEIL.

iii. Proposal from the bidders will be evaluated on its merit based on the information received and various inputs submitted through various Annexure and subsequent clarification/information asked by CCIL/LEIL. During the period of evaluation, Bidders may be asked to provide more details and explanations about information they have provided in the proposals. Bidders should respond to such requests within the timeframe indicated in the letter/e-mail seeking the explanation.

iv. Technical Evaluation may include presentations, discussion meetings, and additional clarifications/inputs as required by CCIL/LEIL from time to time, feedback from customer references, etc.

The indicative criteria for evaluation of technical bids are as under:

Sr. No.	Criteria	Evaluation Parameter
1	The number of workflow based business applications development and implementations completed (Completed in last 3 years)	• Implementation in BFSI • Implementation other than BFSI
2	Solution Demonstration / Presentation	• Quality of presentation as per our requirements and scope • Suggestions on improvement of existing website along with the approach to be taken. • Any value added service that will be provided other than those mentioned in the RFP.
3	Technical evaluation as per scope and Technical & Business requirements	• Demonstration of in-depth understanding of the project requirements through the technical proposal supplemented by presentation covering following points i. General Features/ Modules ii. UI/UX iii. Security iv. Scalability v. Layout Design for Homepage and inner Pages vi. Team strength & skill pool of resources for the proposed tech stack and any other parameter found important at the time of evaluation
4	Evaluation of Work done for other clients	• Feedback received from clients, Quality of work done, services provided, timelines

		followed, smooth implementation, after support, professional behavior of bidder, value addition to client, understanding of requirements, service levels followed, on time delivery, etc.

Bids of Bidders, who do not qualify after technical bid, will not be taken up for further evaluation.

CCIL's decision in respect to evaluation methodology will be final and binding and no communication whatsoever in this respect will be entertained.

c) Commercial Evaluation – The prices quoted in the commercial bid must be lowest & best and shall not be subject to any upward revisions on account of errors, omissions or any other reason whatsoever. Taxes at prevailing rates will be considered as applicable.

The bids having any hidden costs or conditional costs will be liable for rejection without assigning any reason.
CCIL reserves the right to negotiate further with the eligible bidder for considering award of contract.

Agreement with Selected Bidder

On the completion of evaluation & selection process, CCIL/LEIL may enter into an agreement/contract with the selected Bidder.
CCIL/LEIL reserves the right to stipulate, at the time of finalization of the contract, any other document/s to be enclosed as part of the final contract.

Section-6: General Terms and Conditions

Unless otherwise agreed to in writing by CCIL/LEIL, the following terms and conditions apply to this RFP, in addition to any terms set forth on the face of or attached to or incorporated by reference into, this RFP.

1. CCIL/LEIL reserves the rights to amend, modify, add, delete, or cancel in part or full any conditions or specifications of RFP document. At any time during the RFP process, without assigning any reason for such actions.

2. **Prices**: The proposed prices should be of basic price of the software development and implementation, migration cost. Taxes are required to be mentioned separately. No other charges shall be payable by LEIL.

    Prices quoted in the Commercial bid must be lowest and shall not be subject to any upward revisions on any account whatsoever.

3. **Terms of Delivery and Payment:** The proposed solution and the software components shall be delivered and implemented within 6 months of the award of the contract. Payments will be linked to various milestones of the project and will be mentioned in the purchase order.

4. **Payment to MSME :** In case the vendor is an MSME company and submitted the requisite registration details, the payment will be made within 45 days from the date of acceptance of goods/service. The date of acceptance shall be based on the date of actual delivery of goods and service determined by the challan/ invoice raised for such goods/service and accepted by the LEIL after negotiation. In cases where the installation of goods is required for use by the LEIL, the date of actual delivery of the goods shall be the date on which the installation is completed, if it is later than the date of the challan/invoice. In case of any deficiency in the goods or services received by the LEIL, the payment will be made within 45 days from the date of rectification of the deficiency.

5. **Contract Award:** No Bidder shall contact the LEIL on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded to successful bidder(s).

LEIL will award the contract to the successful bidder where the proposal has been determined to be the best valued services through a purchase order/contract. LEIL is entitled to vary the details of its requirement and the vendor shall implement such variations without undue delay, even if the effects of the variations on cost and delivery schedule have not been agreed. Such variations may include increase or reduction of the services provided that such variations are within what LEIL and the vendor would mutually agree upon when entering into the contract. LEIL reserves the right to accept the whole proposal or such parts thereof as LEIL may in its absolute discretion to decide. LEIL's decisions in this respect will be final. LEIL reserves the right to award the contract to the vendor as it deems fit

6. **Liquidated damages:**

   (i)   In case the successful bidder is not able to develop and implement the proposed solution within mutually agreed timeframe of implementation or within the extended time that may be allowed by LEIL, bidder shall pay, at LEIL's discretion, liquidated damages at the rate of 0.1% per calendar day of the total order value for the delay directly attributable to the vendor. However, this amount shall not exceed 7.5% of the total order value.

   (ii)   The Total Order Value for the purpose of Liquidated Damages will be the total cost of Solution (Development and Migration) excluding taxes.

   (iii) In case LEIL is not able to accept the delivery of the project on time due to site readiness, downtime availability or some unforeseen reason, LEIL, at its own discretion may not charge the liquidated damages

   (iv)   The levy of liquidated damages will not relieve bidder of his obligation to complete the works or from any other obligations or liabilities under the contract.

7. **Documentation and Manuals:** Bidder shall supply a copy of related documentation/manuals for entire solution implementation and hardware/software supplied.

8. **Intellectual Property Rights :**

   a)   The bidder shall deliver and LEIL shall have in its own possession the complete source code of the final version of the application along with necessary documentation like requirements specification (business & system), design

documentation (high & low level), operations & user manual, system/programmer manual, training document/material, etc.

b) LEIL shall have full rights to use the source code for modifications/enhancements of functionality and also for maintaining the System either in-house or through any other external agency appointed by the LEIL for the purpose.

c) The bidder recognizes the right of LEIL on all innovations, software, systems, tools, processes and/or products or any combinations thereof developed by/or on behalf of the LEIL and provided to the bidder for software development under this Agreement including but not limited to, any documentation, technology, tools, products, or business or such other technical information provided by the LEIL for use by the Bidder.

d) All innovations, software, systems, tools, processes and/or products or any combinations thereof developed by/or on behalf of the LEIL but not limited to, any documentation, technology, tools, products, or business or technical information provided by the LEIL shall be the sole and exclusive property of LEIL.

e) The bidder shall not supply/use or allow use of full/part of the portal, developed for LEIL to any person/party within or outside India without prior license/approval from the LEIL.

f) The bidder agrees to execute all applications or registrations for patents and copyrights and any other instruments deemed necessary or helpful for LEIL to secure and enforce its rights on the portal. The bidder shall make no charge or claim for additional compensation or any other additional consideration for signing such documents

9. **Order Cancellation:** LEIL reserves its right to cancel the order/contract of the successful bidder in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to LEIL alone;

(i) Delay in implementation beyond the specified period as set out in purchase order/agreement; or,

(ii) Serious discrepancy in the quality of service/ functionality of solution expected during the implementation, rollout and subsequent maintenance process.

(iii) If a bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the bidder turns out to be incorrect and/or conceals or suppresses material information.

(iv) LEIL may also terminate the contract by giving written notice to bidder without compensation, if bidder becomes bankrupt, goes in liquidation or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue to LEIL.

(v) In case of order cancellation, any payments made by LEIL to the Bidder would necessarily have to be returned to LEIL with interest @ 15% per annum from the date of each such payment. Further the Bidder would also be required to compensate LEIL for any direct loss incurred by LEIL due to the cancellation of the contract and any additional expenditure to be incurred by LEIL to appoint any other vendor. This is over and above the amount paid by LEIL.

10. **Unfair Means:** Bidder is advised not to resort to any unfair means/ practices directly or indirectly during and after the RFP process. Any such attempts may lead to disqualification from the bidding process.

11. **Admission and working at the site:** All the personnel deputed by the selected bidder shall comply with the instructions of and follow required security and administrative norms of LEIL in respect of the personnel, vehicles, materials etc. LEIL will not be responsible for injury/ death of the resource deployed at LEIL.

12. **Confidentiality:** The bidder undertakes that he will keep and undertake to ensure that its officers, employees and agents will keep secret and confidential, any confidential information pertaining to LEIL and will not make use thereof other than for the performance of this bid/RFP response, to release it only to employees, consultants requiring such information on need to know basis, and not to release or disclose it to any other party. In addition to the above, all bidders shall furnish a Non-Disclosure Agreement/undertaking as per the format enclosed in Section 7(Annexure-V).

13. **Compliance with rules and regulations:** The bidder shall at all times during the currency of contract conform to and comply with all the regulations and by the laws of the State or Central Government and of all other local authorities.

14. **Arbitration:** In the case of any dispute or any difference between the parties arising out of or in relation to the agreement including disputes or differences as to the validity of this agreement or interpretation of any of the provisions of this agreement, the same shall be resolved by mutual discussion. Failing such resolution by mutual discussion, the same shall be referred to a panel of 3 arbitrators, one to be appointed by CUSTOMER and the other by the CONTRACTOR and the third by both the arbitrators. The arbitrator so appointed shall be the Presiding Officer. The procedure shall be in accordance of the provisions of the Arbitration Act, 1996 (as amended from time to time), or any re-enactment for the time being in force. The venue and seat of Arbitration shall be Mumbai and only courts at Mumbai shall have exclusive jurisdiction in all such matters. The Arbitration proceedings shall be conducted in the English language

15. **Notices:** Any declaration or any other notice given by one party to the other shall be sent by registered letter, to the address specified for this purpose in the contract; such declaration or notice shall be legally effective.

16. **Applicable Law:** The supply under the engagement if signed by both the parties (LEIL and Bidder) will be governed by and construed and interpreted in accordance with applicable laws of India in the courts of Mumbai.

17. **Legal Binding:** No Legal binding will exist between the bidder and LEIL until the issuing of the Purchase Order by LEIL.

18. **Force Majeure:** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meets its responsibilities under the engagement.

19. **IS Security:** Personnel from successful bidder working at LEIL sites shall be provided necessary and limited physical and logical access to the IT resources like hardware,

software, network, internet, e-mail etc. for the purpose of installation/ configuration of entire solution. Bidder shall ensure that all its personnel are made aware of and necessary undertaking obtained to strictly comply with LEIL's Information System (IS) Security policies/ procedures in force. In the event of any lapse/ violation to the IS Security policies and any breach of IS Security by the personnel from bidder, LEIL shall have right to take appropriate action including but not limited to termination of agreement, termination of induction of concerned personnel and claim the direct, indirect/ consequential damages, arising out of breach of the IS Security policies of LEIL, from bidder.

20. **Secure Solution**: The supplied solution should be free from any vulnerability, malwares, Trojans etc. which may pose potential security threat to LEIL and bidder to submit a certificate for the same.

21. **Business Continuity:** Bidder shall provide details about their Business Continuity Management capabilities that would ensure uninterrupted services to LEIL.

22. **Trademarks and Trade names:** Neither party shall be entitled to use other Parties trademarks unless agreed to in writing by the other party, setting out, in the terms and conditions, which shall govern such usage.

23. **Anti-Bribery:** The bidder shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Applicable legislations in India.

    Further, the bidder shall maintain adequate policies and procedures at their end to ensure compliance with the said legislation. It is agreed that the bidder will not engage in any activity or practice which constitutes an offence under the said legislation including but not limited to offer, pay, consider or benefit, either directly or indirectly an inducement or reward of any kind for any services, or possible services in relation to this order. Breach of this clause shall be deemed a material breach for appropriate action.

24. **Insolvency :** LEIL may terminate the contract by giving written notice to bidder without compensation, if bidder becomes bankrupt, goes in liquidation or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue to LEIL.

25. **Contract Act and Labour Law compliance:** The bidder should be compliant with the Contract Act & Labour Laws related to the supply of solution and onsite personnel deployed for maintenance. The compliance documents will be required to be submitted on demand and also during review by LEIL and/or LEIL appointed Auditors.

26. **Limitation of liability:** The bidder aggregate liability arising out of or in connection with the any contract shall be capped to maximum of the contract value.

27. **Related Party Disclosure :** Vendor shall make prior disclosure of the transactions falling under the 'Related Party Transactions' in terms of the provisions of the Companies Act,2013, Accounting Standard AS-18 or any other law time being in force and in case the transaction are non- Related Party Transactions, Vendor shall confirm the same in writing to LEIL.

28. **Quality Assurance and Commitments:** The entire supply of solution and support provided shall be of the highest grade and workmanship. Bidder will make sure that the solution offered to LEIL is validated at their end with services being provided.

29. **Right to Audit:** Upon reasonable notice the vendor should allow LEIL to inspect the services being provided by the bidder; such inspection shall be done in a pre-agreed manner and during normal business hours (maximum of once a year). For avoidance of doubt, such inspection will not cause bidder to be in breach of its organizational confidentiality requirements. Suitable office space shall be provided to LEIL wherein such inspection is to be carried out by LEIL and/ OR its authorized representatives. LEIL will comply with any other Non-Disclosure terms with bidders which are acceptable to both the parties.

30. **Independent Contractor/Vendor:** The successful bidder agrees that services performed by its employees will be in the nature as independent contractors and they will not represent themselves as employees of LEIL.

31. **No Infringement** : The bidder hereby warrants that it is an authorized seller/ reseller of the products and the sale of the products to LEIL under this RFP does not infringe on or constitute a misappropriation of the Intellectual Property or any other rights of any third party and the sale is in accordance with the provisions of applicable laws including but not

limited to The Copyright Act, 1957, Information Technology Act, 2000 and Rules/ Regulations framed there under as amended from time to time.

32. **Indemnification**: The Bidder shall indemnify, defend and hold and save harmless, LEIL and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind of nature brought by any third party against LEIL, including but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

(a) allegations or claims arising from violation of obligation contained in the 'No Infringement Clause' or that the possession of or use by LEIL of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to LEIL under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications, there for, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or

(b) any acts or omissions of the Contractor, or of any subcontractor or any one directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation for failure to comply with requirements of the section hereof entitled Compliance with law.

ANNEXURE - I

1 Functional Requirements

1 Application Overview and Workflow

LEI Number is a globally unique number assigned to legal entities to carry out financial transactions. LEI Number is based on ISO 17442 Standard. It captures the basic information of the child, parent details and funds relationship data.

To issue a LEI Number LEIL captures Level 1 and Level 2 data for each entity.

Level 1 data: Basic entity details such as legal name, address, PAN Number, identifier, incorporation date, legal form, etc.

Level 2 data: It captures direct and ultimate parent data. Fund relationships data are captured for Mutual funds and AIFs.

The LEI Number is applied by the child entity. The child reports its parent data when it applies for LEI Number. LEI Number is valid for one year. Hence, entities apply for renewal of the LEI each year.

The LEI Application is built to carry out various life cycle processes of LEI Number. The below are different LEI application/process/tasks that are supported by the LEI system:

1. New Registration
2. Renewal (each year)
3. Modify
4. Transfer-IN (transfer of LEI from other LOU)
5. Transfer-OUT (transfer of LEI to other LOU from LEIL)
6. Events

The LEI system allows users to input all the above application types. There shall be validations built to ensure correct data is inputted with ease by the legal entity. The applications received

from the legal entity are processed / verified by the LEIL application processing team on daily basis.
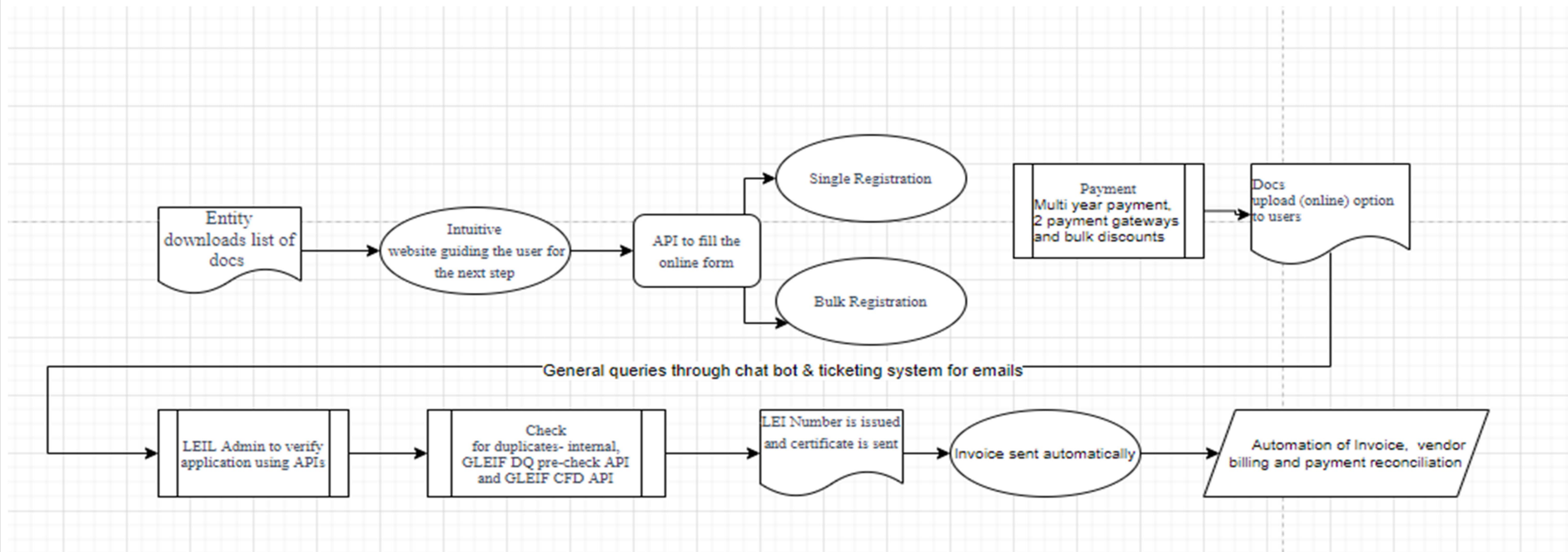
1. Workflow:

The proposed workflow of LEI system is as follows:

1. The website should be very intuitive for the user to fill up the online form. The legal entity will download the list of documents as per their legal form from LEIL website.

2. The authorized user will fill up the online form; many of the fields could be auto-populated using APIs from business registries. User help manual will be provided on the website with clarity.

3. After filling up all the requisite details registration, direct parent, ultimate parent and fund relationships, entity is provided with payment details. Entity will make payment through the payment mode i.e. "Net Banking/Credit/Debit Card/NEFT". Multiple payment gateways should be integrated for payment of fees. There should be option to collect multiyear payment and there should be provision to provide bulk discounts to group companies.

4. The entity should upload the required documents through the online file upload facility.

5. Once payment is received by LEIL, a reference number will be generated for the submitted request and status of application should change to "Payment cleared, processing request".

6. After receiving payment and required documents, LEIL User will verify submitted forms, documents and payments.

7. An "Inward System" will be required to monitor the number of cases received and it should also have functionality to allocate cases to different team members.

8. LEIL user should have facility to verify information submitted by entity using various third party APIs for MCA, PAN, GSTIN, IEC Code and audited financials. (APIs will be provided by LEIL)

9. After successful payment and document verification duplicate check and data quality checks should be carried out with internal database and GLEIF APIs. A simplified workflow should be developed to quickly process the application.

10. An email containing LEI number will be sent to the legal entity with LEI certificate generated by the system.

11. Invoices will be generated by the system.

2. Other functionalities to be developed

1. Automation of vendor billing and payment reconciliation.

2. Reconciliation of receipts with different bank accounts.

3. Automation of Invoicing to entities with E invoice requirement of GST with API based updation

4. Bulk LEI registration facility (Through UI and through API): For group companies and Mutual funds, there should be provision to provide bulk LEI registration facility to submit applications.

5. Chat bots and ticketing system for handling general queries and support to the applicants.

6. Network Diagram using Direct and Ultimate Parent Data: This feature will help banks to carry out exposure monitoring and could be value added services.

7. Customer Support module facility for raising ticket related to LEI related services.

1. Proposed Workflow for applications through LEIL website

Top row:

Entity downloads list of docs → Intuitive website guiding the user for the next step → API to fill the online form → Single Registration / Bulk Registration → Payment — Multi year payment, 2 payment gateways and bulk discounts → Docs upload (online) option to users

Middle:

General queries through chat bot & ticketing system for emails

Bottom row:

LEIL Admin to verify application using APIs → Check for duplicates- internal, GLEIF DQ pre-check API and GLEIF CFD API → LEI Number is issued and certificate is sent → Invoice sent automatically → Automation of Invoice, vendor billing and payment reconciliation

2   Validation Agent

The Validation Agent Framework is a new operational model proposed in the Global LEI System, which will allow financial institutions to obtain and maintain Legal Entity Identifiers (LEIs) for their clients in cooperation with accredited LEI Issuer Organizations (LOUs) by leveraging their business as usual client identification procedures in Know Your Customer (KYC) and client onboarding processes.

Proposed Process Flow for New applications through Validation Agent:

  i.   The user can submit application to the validation agent via
       a.   User fills up the online form on LEIL website (assisted by Validation Agent)
       b.   Validation Agent fills the online form on behalf of legal entity
       c.   The Validation agent submits the entity data via **API to LEIL**.

 ii.   The Validation agent will provide the legal entity the list of Documents as per their legal form from LEIL website. There can be more than one Validation Agents.

 iii. The validation agent will ensure that the payment and documents are uploaded by the legal entity.

 iv.   There will be mechanism to identify cases processed by Validation Agent automatically in the Admin Module of LEIL

  v.   Once payment is received by LEIL, a reference number is generated

 vi.   After completion of online form, the status is "Payment cleared, processing request".

vii.   After receiving payment and required documents the validation agent (Maker) will validate the online form from business registries and documents provided by the legal entity. The validation agent will submit the application for checking to LEIL.

viii. LEIL team (Checker) verifies online form, documents and payment.

 ix.   All the above steps from 9 to 11 of the workflow as mentioned above remain the same.

3   Screens and Interfaces

1.   APPLICANT INTERFACE

There are six application types with respect to LEI Number life cycle:

1. New Registration
2. Renewal (each year)
3. Modify
4. Transfer-IN (transfer of LEI from other LOU)
5. Transfer-OUT (transfer of LEI to other LOU from LEIL)
6. Events

The user homepage must contain the following tabs:

- The USER form should be a single page with all the relevant details required which are easy to navigate through.

- In case of NEW /RENEWAL/TRANSFER-IN/MODIFY registration, the legal entity has to input BUSINESS REGISTRATION ID i.e., GST, CIN number etc. and all the details should be fetched from business registries. In case business registry is not available then, the user will enter its details manually. No user account is to be created for registration.

- The legal entity will be submitting a separate application for each request type.

- The status of the applications i.e. NEW/RENEWAL should be available on the dashboard.

- Upload of documents page: The list of documents which are required must be mentioned against the respective Legal form. The user will be able to delete, add, and modify documents.

- Payment gateway: The charges of registration in case of NEW/RENEWAL application along with the multiyear payment charges are to be displayed to the user. The payment gateway will allow payment through multiple payment gateways.

- User Manual to be provided for each application type along the registration page.

A. LEI REGISTRATION & LEI RENEWAL

1. This tab should navigate the user to online registration process. The registration process should be user friendly without having the user to create an account.
2. It should ask basic details of NAME or enter its BUSINESS REGISTRATION ID i.e., GST, CIN number etc. Or enter its details manually.

3. After the application is filled it should navigate the user to the payment gateway display the payment options and multi-year contract. The user can then upload the documents relevant to its legal form and complete the registration process.

B. TRANSFER-IN

This tab should allow user to search its LEI number or Company Name. The entity details should be fetched from the business registry.

C. RULES, FAQ'S, & USER MANUAL TAB

1. FAQ's- This should including PDF attachment of updated FAQ's
2. USER MANUAL- This will be including the LEI manual for NEW, RENEWAL, MODIFY, TRANSFER_IN process separately.
3. RBI Mandate's (all the mandates)
4. Rules for LOU Services

D. LEI CERTIFCATE

The user must be allowed to download its LEI certificate by mentioning the LEI number/ business registration ID (GST, CIN, PAN).

E. LEI DATAMETRICS/GRAPHs tab

This tab can display the count of applications processed with date filters.

F. CONTACT US tab

The above tab will display the following data

Contact Us

Query	Contact	Email	Telephone
LEI Services	LEI - Operations Team	lei@ccilindia.co.in	Main No.- + 91 022 6154 6632/ 6469/ 6662/ 6663/ 6664/ 6665 Alt No.- + 91 022 4154 6632/ 6469/ 6662/ 6663/ 6664/ 6665

Registered Office Address
Legal Entity Identifier India Limited (LEIL)
(The Clearing Corporation of India Ltd.)
CCIL Bhavan, S. K. Bole Road,
Dadar (West), Mumbai - 400 028

Working Days and Timings
Monday to Friday : 10:00 a.m. to 6:00 p.m.
Saturdays: First , Third and Fifth Saturday(of any given month): 10:00 a.m. to 6:00 p.m.

Holidays
All Bank Holidays as applicable in Maharashtra.
Second and Fourth Saturday and all Sundays.

LEIL Employee Data - Management Grade
Form M-LEIL
Form N-LEIL

Additionally, we can provide CONTACT US form where the user can mention their registered email id along with the query and we will be responding to them via email.

G. LEI SEARCH

LEI number search will reveal the information contained with us and also foreign data (LEIs issued by other LOUs). It can be used to check the validity of an LEI number or ensure that any information held on an entity is up to date.

2. APPROVER INTERFACE

Below are the screens/functionalities are to be developed for Admin interface

In the new system, we propose that once admin log in, admin should be able to view application on admin home page with the help of dashboard.

Dash board should contain the details:

- Status of application: Stage at which application is pending. The stages are detailed in the workflow section.

- Team wise cases: This option should provide how many applications are under process along with how many applications has been closed during given span of time.

- Type of application: Whether Application is New Application, Renewal, Modify or renewal.

Under Home Tab, Admin should be able to view application after putting the reference number/request number of application on admin home.

There should be search option, through which Admin can search LEI issued by LEI as well as other LOUs.

In Admin Activities Option, the below screens should also available to Admin Users:

A. LEI Application verification and issuance workflow:

Please refer Session above for the proposed workflow steps.

B. Events Make & Events check:

In the Current Work flow, Maker & Checker perform the activities on a particular LEI number based on the type of event that has happened with respect to that LEI such as Merger & Acquisition, Entity Ceases Operation etc. There are 20 such events captured by the system. The system captures in progress, completed or withdrawn events.

C. In Activities Option

We want following Sub- category:

Log off users, Unlock Users, Reset Password, Terminate Users, View Terminate Users, Suspend Users, Activate Users, and Update Application from renewal to modify.

D. User role mapping:

Admin should be able to assign a role to another Admin user. The roles include but not limited to Validation Agent User, Validation Agent Maker, Maker, Checker, Contractual role, API role, etc.

E. Admin transfer-out:

In Existing workflow, Admin manually puts out the Port out request based on transfer request received from other LOU. There are different statutes of Port-OUT which would be detailed in business requirement document.

F. Inward register:

Inward register provides information regarding to whom case is allocated & if there is any query with regards to document. Admin user is able to view cases allocated to different maker based on date criteria selected. The case allocation is done to checkers and makers of the team. The team size would vary based on the management decision.

G. Search Page:

On Admin Page there is   search option, through which Admin can search LEI issued by LEI as well as other LOUs similar to User Search screen.

H. Import CDF:

Each LOU publishes full files on daily basis. We import these files automatically in our database at the end of the day. This import is required to carry out internal check for duplicates.

In Import CDF screen, admin is able to Import Data of LEIs from Foreign LOU through GLEIF API.

I. Reports:

Admin is able to download different type of report which helps in providing data with regards to cases process as well as with regards to LEI. Reports such as status report, audit trail, internal and regulatory MIS. The total number of report is 15.

J. Invoice Status:

Invoice status provides the status of Invoice.

K. LOU Master:

LOU Master is a document containing data of all LOU. 5-6 fields are to be captured of the LOUs such as Name, contact details, email id, etc.

L. Invoice Modification:

Invoice Modification helps to modify the existing Invoice with respect to GST details in invoice

M. Data Quality Master:

It is a master containing Detail about Data Quality Error Codes. The master contains of 7-8 fields such as DQ error codes, the pre-condition, description and procedure remediation of DQ error codes. The error codes are populated when we carry out data quality checks prior to issuance/renewal of application. The code to implement data quality logic would be made available to integrate with the developed application.

N. LEI certificate download:

Admin is able to Download, LEI certificate of a particular entity on the basis of LEI number and tax ID issued to that entity by LEI.

O. Potential Duplicate Tab:

There is Potential Duplicate Tab which provides potential duplicate with regards to LEI issued by LEIL against LEIs issued by foreign LOUs. The logic to develop this will be based on Legal Name and Identifier of LEIs issued by LEIL and foreign LOUs to Indian entities.

P. Payment reconciliation tab:

Through which admin is able to reconcile payment manually by inputting reference number.

4   APIs in LEI system:

The below APIs need to be integrated with the application:

- Payment Gateway API – to allow entities to make payment
- PAN/CIN/GST verification API – to validate automatically for from Business Registries API
- DMS integration API – For entities to upload of documents on LEIL portal
- GLEIF lookup API – to import foreign data from GLEIF
- GLEIF Data governance API – to check data quality prior to processing of application
- GLEIF file upload API – to upload file to regulator
- GLEIF check for duplicate API:- to check duplicates through regulator's API

2   Technical Requirements

1. The proposed solution should adhere to cloud native architecture principles.

2. The development environment for the solution has to be at bidder's end. Upon completion of development, the solution would be deployed at CCIL's/LEIL's own premises or on cloud based infrastructure sourced by CCIL/LEIL, for the purposes of UAT, Production and DR. The scope of the delivery includes deployment in all three environments, plus any additional environments deemed necessary during the UAT, until UAT sign-off.

3. The bidder is required to propose hardware requirements, sizing and any 3rd party software to support the proposed solution.

   Estimated NFR requirements for the application:
   - Average number of concurrent Users – 200
   - Peak concurrent users – 1000
   - Total number of users/per day - 5000

4. The application services should be implemented in .NET Core and the UI layer should be developed in ReactJS.

5. Existing document management system (NewGen DMS) should be integrated with the solution for retrieval of historical documents. APIs to the existing DMS will be provided by CCIL/LEIL. The proposed solution should include an appropriate mechanism for storage and management of new documents as per the business requirements. For prospective document storage and retrieval requirements the bidder may provide/recommend a suitable solution approach other than current DMS.

6. The proposed solution should use PostgreSQL as database and the application should connect to database using a suitable ORM.

7. Proposed solution should be scalable with high availability objective and provision for data replication across datacenters.

8. The proposed solution should adhere to the cyber security and information security as defined by CCIL/LEIL information security team. The delivered application would be subject to Application Security, Vulnerability and Penetration Testing by CCIL/LEIL or third party security assessors and all identified observations would need to be remediated by the bidder prior to go live.

9. Oauth2 authentication has to be implemented with existing database.

10. LEI services to be consumed via APIs by external consumers include - Validation API, Registration API.

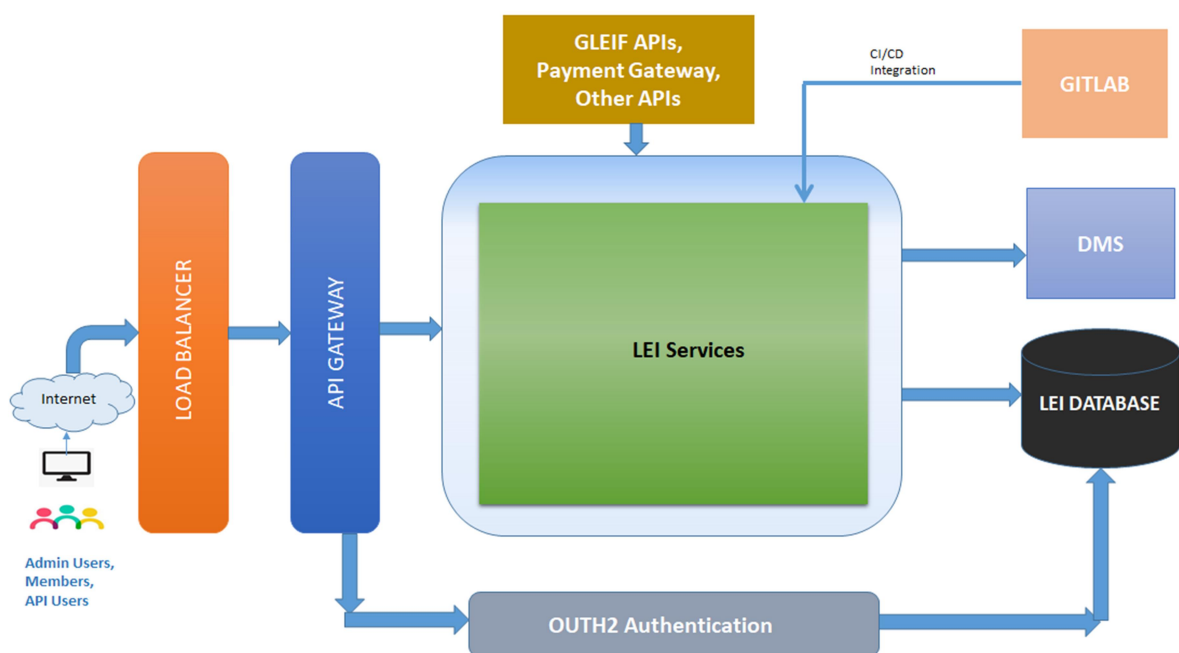NFR requirements –
For Validation API
- Number of Users - 50
- Number of concurrent Requests - 100
- Number of total requests Per day – 5000

For Registration API
- Number of Users – 10
- Number of concurrent Requests - 20
- Number of total requests Per day – 5000

11. Global LEI database has to be maintained at LEIL end. Daily data has to be imported through GLEIF website and to be inserted or updated at LEIL end.
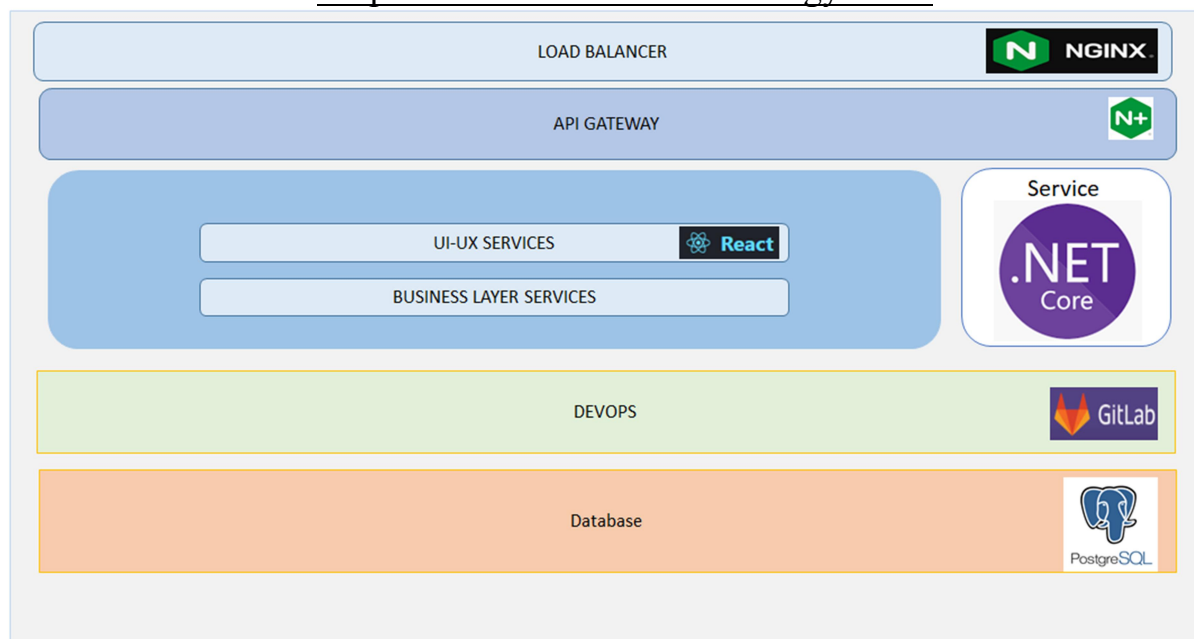
Architectural diagram for proposed solution

- **Load Balancer -** Load balancer will distribute traffic across servers which will improve the scalability and availability of the application.
- **API Gateway -** API Gateway will be configured to direct requests to specific resources based on the endpoints being requested. It will also be used to implement OAuth2 authentication.
- **LEI Business Services –** This will include various business services like registration service, Payment service, DMS service to be built for the application.

- **DMS-** DMS is used to store historically uploaded documents. It has to be integrated with the proposed application through DMS API. LEIL is currently having NEWGEN Omnidocs DMS.

- **APIs** - The application will consume following external APIs
    - GLEIF Check for duplicate API
    - GLEIF DQ API
    - GLEIF File Upload API
    - GLEIF Search API
    - Payment Gateway API
    - PAN,CIN ,GST and other Identifier validation APIs

Proposed Architecture Technology Stack

3   Format of Bid Letter

To,
Head of the Department - IT,
Clearing Corporation of India Limited,
CCIL Bhavan,
Off S. K. Bole Road,
Dadar (W), Mumbai – 400 028
Date:

Sub: Procurement of   LEI Web application for LEIL

Sir,

We, the bidder, having read and examined in detail the entire RFP document in respect of the subject work, do hereby propose to provide services as specified in the RFP document number, LEIL/0622/06 dated 04-July-2022 as under.

Qualifying Data: We confirm having submitted the information as required by you and specified in the RFP document and instructions to bidder. In case you require any other information/ documentary proof in regard to evaluation of our response/bid, we agree to furnish the same in time to your satisfaction.

Price and Validity: All the prices mentioned in our proposal are in accordance with the terms as specified in the RFP document. All the prices and other terms and conditions are valid for a period of 180 calendar days from the date of opening of the RFP. We hereby agree that we will comply with all the tax related regulations.

We understand that our proposal is binding on us and that you are not bound to accept it.

Thanking you,
Yours faithfully,
(Signature of the Bidder)
(Name)
(Designation)
(Seal)

4   Eligibility Criteria

Eligibility Criteria Response

S/N	Criteria	Submission Format/ Supporting Document
1	Details of Bidder	As per Annexure-VI
2	The bidder should have an annual turnover from custom software development activities (not including product sales) in each of the last three (3) financial years (FY), i.e. 2019-20, 2020-21 and 2021-22 (or Calendar years (CY) 2019, 2020 and 2021) of at least INR 50 crores.	Enclose copy of audited financial statements. OR Auditor / Chartered Accountant Certificate Turnover for the Software development, product sales, etc. may be indicated separately.
3	The bidder) should not be currently blacklisted by any bank, financial institution, regulator or Government's Bidder Black List in India or abroad. The bidder not to be involved in any legal case that may affect the solvency/existence of firm or in any other way affect the bidder's capability to provide/ continue the services to LEIL.	Self-certification
4	Details of the Reference site/customer with an implemented solution similar to the one desired in this RFP.	List and contact details of customers

5 Performa of Non-Disclosure Agreement

<div align="center">

NDA

(To be executed on a stamp paper of Rs.600/-)

</div>

We,……………. <Bidder name>, having our registered office at _____, refer to the RFP order _____ dated _____ of Legal Entity Identifier India Limited (CCIL Bhavan, S. K. Bole Road, Dadar (W), Mumbai-400028) to provide services to design and develop LEI Web application.

As required by LEIL, we herewith agree, confirm and undertake that:-

Any information (whether oral, written or otherwise) which we have received or we may from time to time receive from Legal Entity Identifier India Limited (LEIL), including but not restricted to CCIL's/LEIL's infrastructure details, application details, Operations, addresses, etc, and any other data or details critical to CCIL/ LEIL, is confidential and is received for the sole and limited purpose of services to supply and develop LEIL web Application at LEIL and that we ……………. (Bidder name and/or its employees) shall not disclose the same to any person.

No right of any nature accrues to,<Bidder name> by virtue of any information received by us for the purpose of supply & implement "LEI web application at LEIL". Upon LEIL's request, <Bidder name> shall promptly return to LEIL or destroy (as LEIL specifies) all copies (including electronic copies) of any information held by …………<Bidder name> or by its employees.

This undertaking shall survive the termination or the completion of the said assignment.

…………<Bidder name> has obtained an undertaking from their employees, confirming that they shall not disclose any information as stated above to any person.

We agree to and accept the above

For and on behalf of

(Bidder name)

Name: _____
Title: _____
Date: _____

Note: In case of bidding arrangement, bidder needs to submit the NDA.

6 Vendor Details

1. Submit all relevant documents as proof of declarations.

2. The below mentioned detailed should be submitted by the Bidder separately using the same format.

1	Name of the Company	
2	Address of Registered office	
3	Telephone no. of Key persons	
4	Email address of contact person	
5	Alternate contact details	
6	Year of incorporation	

7	Brief company profile
	   a) Constitution,
	   b) Promoters, Chairman/MD/CEO
	   c) No. of employees
	   d) No. of branches and their locations	

8	Financial Details (Last 3 years)	Total Turnover from custom software development activities for FY 2019-20 Total Net Profit Total Turnover from custom software development activities for FY 2020-21 Net Profit Total Turnover from custom software development activities for FY 2021-22 Net Profit
9	Products / Services offered	
10	Area of expertise	
11	Skill sets & competencies	
12	Technology Partners/ Associates	
13	Credentials/ Major Clientele List	
14	Certification, if any	

7   Reference customer details

Bidder must furnish details of reference customers and provide information mentioned below

1) Customer Contact Details

S/N	Details of the services similar to the RFP requirement	Name and Location of Organization	Name and Designation of the official	Contact number and email id
1				
2				
3				
4				
5				
6				
7				

8   Commercial Template

Please provide price in Indian Rupees for all locations of CCIL. Also mention Taxes separately

Sr. No.	Item	Total Price (Excluding Taxes)	Tax Applicable		Total Price (With Taxes)
			Tax	%	
1.	Development & Implementation Cost				
2	Migration Cost				
Grand Total					
Post implementation/Warranty Charges					