REQUEST FOR PROPOSAL

Selection of System Integrator for Supply, Implementation and Support of Integrated e-Procurement system

Volume I

Chhattisgarh *i*nfotech and biotech Promotion Society, Government of Chhattisgarh

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KEY DATES AND CONTACT DETAILS

Table-1: **Schedule for Bid Process Management of Integrated e Procurement Project**

S. N	Milestone	Timeline
1.	Release of Request For Proposal (RFP)	05/11/2014
2.	Last date for Submission of Written Questions by bidders	18/ 11/2014 05:00 PM
3.	Pre-Bid Conference	21/11/2014
4.	CHiPS Response to bidder Questions	26/ 11/2014
5.	Due Date for Submission of Proposals	09/ 12/2014 up to 03:00 PM
6.	Date of opening the Bids	09/ 12/2014 at 03:30 PM
7.	Technical Presentations & Demonstration	To Be informed later
8.	Date of opening the Commercial bids	To Be informed later

Contact Person Details:

CHiPS
Shri Saurabh Kumar, *CEO,* CHiPS *Address: SDC Building, IInd Floor, Near Police Control Room, Civil Lines, Raipur-492001* *E-Mail:* ***ceochips@nic.in*** ***Ph: 0771-4014158***

Executive summary

E Procurement is a key initiative in bringing transparency and efficiency to the Government Procurement and is being increasingly adopted by the Centre and many states to meet their procurement needs. Chhattisgarh is one of the few states that have implemented the e Procurement system as early as 2007 through CHiPS in a Public Private Partnership mode (PPP) partnering with an SI selected through an RFP process. Since then the e Procurement system was quickly adopted by majority of the departments and the value and volumes of procurement through the e Procurement system during this period indicates the success of this initiative.

However, with the expiry of the arrangement with the SI and changing needs of the user departments and the need for a holistic approach to e GP implementation to meet the goal of an end-to-end e-Government Procurement system for all the government and public sector entities in the State, CHiPS is looking forward to identify a System Integrator (SI) that has expertise in the Integrated e Procurement domain. The scope of the initiative and the nature of partnership sought by the government are discussed in this Request for Proposal.

Chhattisgarh infotech and biotech Promotion Society (CHiPS), an autonomous nodal agency for implementation of e-Governance projects for the Government of Chhattisgarh, shall act as the nodal agency for implementation of the Integrated e Procurement system in the State.

The RFP provides an introduction to the project, its objectives, roles & responsibilities, technical & functional requirements, business model, timelines for implementation of the project, General Terms & Conditions with respect to the bid process management to be adopted for selection of SI are explained.

The SI selected by CHiPS through this RFP will be required to provide Integrated e Procurement solution and Implementation services to CHiPS and O & M support as a service. The range of services that shall be provided by the SI shall include setting up the required infrastructure and deploying an Integrated e-Procurement solution, Implementation and customisation to suit the Government requirements, and maintaining the system. The SI shall also provide other services including Helpdesk services, Training and Capacity Building etc. as specified in this RFP.

The SI will be paid for the following components

1. Solution Cost
2. Hardware Cost
3. Implementation Cost
4. O & M support cost

Solution, Hardware and Implementation Cost –

Pay out for solution and hardware cost shall be on deliverable basis linked to a milestone. Implementation cost is linked to the number of departments in which the e procurement system is rolled out and modules implemented per department. All deliverables and activities shall be strictly governed by the SLAs and relevant penalties as described in this RFP.

Operations, Maintenance and Support Phase payments–

The O & M support fee and ATS fee will be the basis for extending the usage of the system post normal contract period. All transaction fees shall be a flat fee for each module for ECV tenders and Non – ECV tenders separately.

CHiPS proposes to implement Integrated e-Procurement system in the Pilot Department and rollout to other departments. CHiPS requires the SI to implement all the specified modules (e-Tendering, e-Auctions, Indent Management, Contract Management, Online Rate Contract Management, e-Payments, Accounting and MIS) in the department. However, the need for implementation of the modules of Indent Management, e-Auctions and Contract Management shall be decided by the specific department.

The total period of engagement shall be 5 years extendible by 1 year for a maximum of two years. At the end of 5 years, the Government may choose to continue with the e procurement system of the SI or go for fresh bidding to identify a new SI for implementation of the Integrated e-Procurement solution.

GoC also has an option to maintain the system transferred to itself at the end of the contract period, by itself through its nodal agency or its organisations. In such cases the government of Chhattisgarh continues to pay the annual technical support services charges to the OEM directly at the price discovered through this bidding process. This option of payment of ATS to the OEM by the Government of Chhattisgarh shall be applicable. As along as GoC wishes to continue the use of e-procurement system, after the end of the normal contract period. The prices discovered through this bidding process (the current RFP) will be valid for this period.

Details of the governance set-up created by the Government to manage the implementation are explained in this RFP. However, SI is free to propose the appropriate governance structure in his proposal. The broad roles and responsibilities of the SI and the Government are defined.

1 INTRODUCTION

The Government of Chhattisgarh through CHiPS had selected a System Integrator (SI) for the implementation of a State wide e-Procurement system in 2007. The validity of the contract was for a period of 5 years. However, the contract period with the SI is under extension till a new SI is selected and becomes operational. CHiPS intends to partner with private enterprise(s) that have expertise in the e-Procurement domain for Supply, Implementation and support of e- Procurement system and delivery of e-Procurement services to Government departments/ Agencies/ PSUs/ Societies in the State. To achieve this, CHiPS desires to issue a RFP and undertake the Bid Process Management for the selection of a SI for implementing a single, unitary, end-to-end e-Procurement solution in one department on a pilot basis and later rollout to other departments. In this Request for Proposal (RFP), the scope of the initiative and the nature of partnership required by the State Government are explained. The RFP document describes Functional and Technical Specifications and Bid process management Terms & Conditions

Technical & Functional Requirements (i.e. this document): provides an introduction to the project, its objectives, roles & responsibilities, technical & functional requirements, business model, timelines for implementation of the project etc.

Bid Process & Commercial Specification: details the General Terms & Conditions with respect to the bid process management to be adopted for selection of implementation partner.

For any clarifications related to the contents provided in the RFP document, the bidders are encouraged to communicate with CHiPS at the address provided hereinabove, through e-mail or written communication using the format prescribed in this RFP. A pre-bid meeting has been scheduled on the date and place indicated at Table-1 for providing the necessary clarifications to the bidders and all the queries in the Request for Clarifications format provided in the RFP shall reach the department on or before the date indicated table 1. The clarifications & responses shall be provided by the CHiPS in writing, through e-mail, to all the bidders who have purchased this bid/RFP document.

'CHiPS' proposes to implement a new Integrated e-Procurement system in five departments on a Pilot basis. The threshold levels for processing through e-Procurement system would also be lowered in a phased manner across departments in the State. CHiPS require the SI to implement all the specified modules (e-Tendering, e-Auctions, indent management, contract management and e-Payments) in the 5 Pilot departments. The implementation and rollout at the 5 Pilot departments shall last for a period of 6 months and the support phase for an additional 5 years.

The total period of engagement shall be 5 years extendible by 1 year for a maximum of two years. At the end of 5 years, the Government may choose to continue with the SI selected through this RFP or go for fresh bidding to identify a new SI for O & M support of the e procurement solution.

GoC also has an option to maintain the system transferred to itself at the end of the contract period, by itself through its nodal agency or its organisations. In such cases the government of Chhattisgarh continues to pay the annual technical support services charges to the OEM directly at the price discovered through this bidding process. This option of payment of ATS to the OEM by the Government of Chhattisgarh shall be applicable. as along as GoC wishes to continue the use of e-

procurement system, after the end of the normal contract period. The prices discovered through this bidding process (the current RFP) will be valid for this period.

These ATS charges payable to the OEM will be applicable in addition to the operations and maintenance (O & M) charges payable to SI, in case the O & M services of SI are availed for this purpose.

The RFP details out Business Model, General Terms & Conditions with respect to the bid process management to be adopted for selection of SI for the Project.

1.1 AVAILABILITY OF DOCUMENTS AND REGISTRATION

1. The RFP can be down loaded from www.chips.gov.in and www.cgstate.gov.in
2. To participate in the bidding process, the bidders have to pay a fee of Rs. 10,000/- (Rupees Ten thousands only) for the documents and register using the Form provided in Annexure X
3. The registration form and the document fee can be submitted anytime during the bidding period before the bid submission deadline
4. Only those bidders who have registered and paid the document fees can participate in the bidding process including the pre-bid conference and request for clarifications (RFC)
5. Pre-bid queries (RFC) of only registered bidders will be considered for answering
6. If any bidder registers and buys the bid documents after the pre-bid date, the pre-bid queries with answers, shared with the other bidders, will be shared along with the bid document

2 INTRODUCTION TO THE STATE OF CHHATTISGARH

Chhattisgarh State came into being on November 1, 2000. The State is fortunate to have a low population density. Good Governance is the highest priority in the State. The State is in a good fiscal health. A profile of the State can be seen at the website: http://www.chhattisgarh.gov.in

2.1 CHiPS' IT POLICY AND E-GOVERNMENT VISION

The State of Chhattisgarh recognizes the importance of Information and Communication Technology as a key enabler in its economic development and improving the quality of life. Accordingly, it devised an IT policy and as well pioneered in preparing an e-Government Vision. Some important aspects of CHiPS IT policy and e-Government Vision are explained below:

The State's IT Policy has been designed to achieve the Government's vision of creating an 'e'nabled Society effectively contributing to the Social and Economic Development of the State, where there are no islands of elitism or isolated conclaves of wisdom. The state seeks to create a knowledge society where access to information and knowledge would be symmetric amongst all seekers and users and every citizen must feel comfortable in accessing information through IT – directly or through public - private partnerships.

CHiPS has stated its e-Government Vision in the following words:

"Chhattisgarh will harness the power of Information and Communication Technology to achieve excellence in governance, leadership in social and economic development and empowerment through knowledge."

2.2 IMPLICATIONS OF CHiPS' IT POLICY AND E-GOVERNMENT VISION STATEMENT

The ideas mentioned below guide CHiPS' e-Government efforts. Since e-Procurement is a key e-Government effort, it is also guided by the ideas mentioned below:

i. Information and Communications Technologies form a major engine that will drive all-round development and good governance.

ii. Support for policies, initiatives and legislation that affect success such as, privacy initiatives, infrastructure enhancements, training, re-training, capacity building and initiatives that address the Digital Divide are built

iii. The state will rank among the leaders in e-Government. ICT will be harnessed to provide needs-based government services of the highest quality to all stakeholders, including businesses, citizens and government.

iv. With the implementation of e-Governance, citizens and businesses will be able to access services at any time, from convenient locations. Citizens and businesses will be able to not only access information and content, they will also be able to transact electronically with government for all essential services and interactions.

v. ICT will be deployed in a manner that ensures that the user of services gets a single view of government, regardless of the number of agencies involved in providing the requested service.

vi. Work processes, decision-making, and interactions within government will be improved significantly with the help of ICTs.

vii. ICTs will be harnessed to substantially improve the quality of life in the state, particularly in the areas of education, and healthcare, and livelihoods by increasing the reach of services through electronic delivery channels.

viii. The state envisions ICTs as a facilitator of dialogue, feedback, and participation that is critical to the functioning of a healthy democracy.

2.3 ICT EFFORTS TAKEN UP BY THE GOVERNMENT OF CHHATTISGARH (CHiPS)

The nodal agency and prime mover for propelling IT growth and implementation of IT plans in the state is CHiPS - Chhattisgarh Infotech and biotech Promotion Society – a Registered Society promoted by the Government. The Chief Minister heads the Governing Council of CHiPS. It includes Minister for Finance & Planning, Minister for Commerce & Industry, Minister for Higher Education, Minister for School Education, Minister for Panchayat & Rural Development, Chief Secretary, Principal Secretary, Finance & Planning, Secretary, IT and Biotechnology Department and eminent persons from IT industry and academia.

CHiPS is involved in implementation of some important e-Government Projects such as:

i. CHOiCE (Chhattisgarh Online Information for Citizen Empowerment)

ii. State wide GIS & Bhuiyan (The Land Record System)

iii. e-Procurement

iv. Digital Secretariat

v. Common Service Centers (CSC) - Rural Choice

vi. State Wide Area Network - CG SWAN

vii. State Data Center

viii. SSDG & State Portal

ix. Student Lifecycle Management, Gyan Vinimay - Knowledge management& e-Classrooms

x. e-Gram Suraj

A professional approach is being adopted for the implementation of e-Government Projects using the services of experts and consultants from corporate community and academia.

2.4 E-PROCUREMENT VISION & OBJECTIVES FOR CHiPS

Vision:

The Vision of the e-Procurement Project is to enhance the efficiency and transparency in public procurement through the implementation of a comprehensive e-Procurement solution to be used by all government organizations in the State, including the Public Sector Undertakings (PSUs).

The entire public procurement activity undertaken by the government shall be channelled through the e-Procurement infrastructure in a phased manner. Efficiency in handling public procurement by the government departments/ organizations shall be enhanced through automation and process reengineering. The system shall enable the government maintain a clear picture of its procurement activities on a real-time basis. Transparency in public procurement will be enhanced as all in the supplier community have equal and unbiased access to opportunities advertised online. By implementing e Procurement the Government of Chhattisgarh aims to catalyse participation of the supplier community in e-commerce.

Mission:

'To implement end-to-end e-Procurement system across all offices in the State'

The following actions are to be taken for attaining the vision:

i. The project shall be implemented in consultation with the stakeholders.

ii. The solution is to be implemented in a phased manner both function-wise and geography-wise. Initially, the solution will be deployed in all the departments which have adopted e-Procurement. Then, the system will be deployed across other departments as directed by CHiPS in the state in a phased manner.

iii. The implementation has to be accompanied by efforts in the area of Government Process Reengineering (GPR).

iv. The supplier community and government employees are provided adequate training as required for engaging in e-Procurement.

v. The ICT infrastructure in government departments has to be developed to enable them to effectively participate in e-Procurement.

2.5 OBJECTIVES OF THE E-PROCUREMENT PROJECT AT CHHATTISGARH

'CHiPS' aims to achieve the following overall objectives with the implementation of e-Procurement:

i. *Transparency:* Introduce the maximum extent of transparency in the public procurement by making the required information available on the Internet.

ii. *Efficiency:* Efficiency of processes, better governance, effectiveness of outcomes and value for money, including project cycle time, inventories, economies of scale;

iii. *Economic development:* Business and economic development through efficiency, competition, opportunity and technology.

iv. *Cost Savings through higher competition:* A result of wider publicity to Government procurement opportunities

v. *Cost Savings through demand aggregation:* The ability to aggregate Government departments' demand to leverage buying power with the supply market.

vi. *Reduced inventory costs:* Improved planning and management of inventory leading to lower levels of inventory

vii. *Internal arbitrage*: Ensuring consistency in goods and services costs at the best price across all Departments at item level.

viii. *Consistent and sustainable contractor development:* Enabling pre-qualified vendors the opportunity to access of other government departments.

ix. *Transactional effectiveness:* Eliminating or automating non-value adding steps within the procurement to enable efficient and effective processes.

x. *Reduced Total cost of Ownership:* Understanding the supply chain and life cycle costs in procurement to establish value adding supply relationships leading to reduced cost of doing business for both government and industry

xi. *Effective tender processing:* Use of different types of e-Auctions to get better prices for CHiPS.

xii. *Open platform:* Level playing field and "fair" competitive platform for the suppliers.

xiii. *Disposals:* Accessing a wider customer base when disposing of redundant assets

xiv. *Smart governance:* Increased transparency, monitoring and control of procurement process

A commonly repeated objective of any e-Procurement implementation is that of enhanced transparency. The Government of Chhattisgarh has identified transparency and efficiency as major objectives.

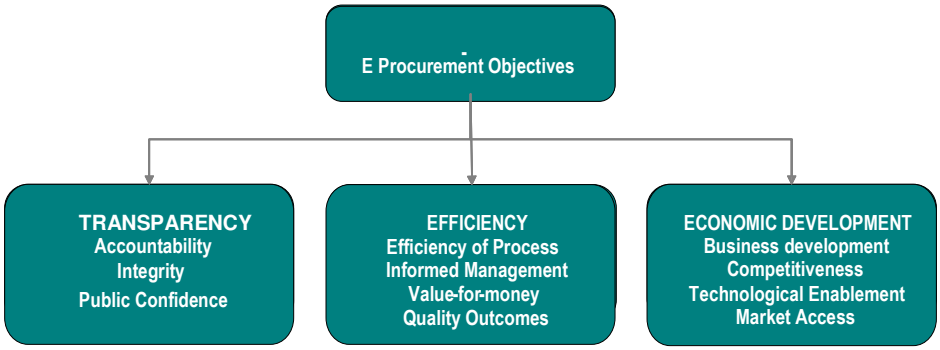


Figure 1: e-Procurement Project Objectives

In line with this, following are the specific objectives set out by the State Government for implementation of e-Procurement project.

- To improve transparency in the procurement procedures and practices
- To bring in efficiency throughout the procurement process and minimize the procurement cycle time.
- To foster and encourage participation and promote competition among suppliers.

- To harness economies of scale through demand aggregation and maximize value for money in government procurement.
- To enhance decision-making capabilities of procurement officials by providing procurement information through MIS
- To improve service levels to all stakeholders involved in government procurement.
- To ensure confidentiality, integrity and authenticity of all transactions and data between the procurement entities and the suppliers.
- To optimize inventory levels through the adoption of efficient procurement practices.
- To enhance citizens' confidence in the government procurement process and the utilization of public funds.
- To usher in state-of-the-art procurement practices together with the necessary technology intervention.

The functional and technical requirements of the e-Procurement system have been designed in accordance to the above stated objectives.

2.6 ENVISAGED BENEFITS FROM THE E-PROCUREMENT PROJECT

The envisaged benefits from the e-Procurement Chhattisgarh project are wide reaching, and span the entire range of stakeholders. The stakeholders in this project include:

- The political and administrative set-up in the Government of Chhattisgarh
- Procurement entities (GOC Departments & Corporations)
- Supplier & Contractor community across India, who participate in the procurement activities of GOC
- Citizens and Non-Governmental Organisations

The envisaged benefits for the stakeholders are shown in Table 3-1.

Table 2-1 Envisaged benefits from e-Procurement

Stakeholder	Envisaged benefits from e-Procurement
State government (Political and administrative set-up)	• Effective utilization of funds • Availability of procurement management information • Increased transparency and trust in public procurement
Procurement entities	• Enhanced Process efficiency. • Cost reduction. • Increased Transparency • Better decision making. • Better monitoring of supplier performance.
Suppliers	• Increased Transparency • Faster procurement cycle • 24/7 availability of system • Lower cost of participation • Wider and equal opportunities • Improvements in service levels
Citizens, NGOs	• Transparency • Faster implementation of projects • Reduced cost of governance • Savings in taxpayers money

Based on the above mentioned vision, mission, objectives and benefits, the functional scope and specifications of e-Procurement have been defined, which are detailed in the following sections.

2.7 LIST OF DEPARTMENTS WHICH HAVE ADOPTED E-PROCUREMENT:

1. Chhattisgarh Handicraft Board
2. Chhattisgarh State Minor Forest Produce (Trading & Development)Co – Operative Federation Ltd
3. Chhattisgarh Medical Services Corporation Ltd
4. Chhattisgarh Police Housing Corporation Limited

5. Chhattisgarh Rural Engineering Service
6. Chhattisgarh State Warehousing Corporation
7. Chhattisgarh State Industrial Development Corp.Ltd
8. Chhattisgarh State Power Distribution Company Limited
9. Chhattisgarh State Power Generation Company Limited
10. Department of Animal Husbandry and Dairy
11. Department of Panchayat and Social Welfare
12. Food and Drug Administration
13. Health Department
14. Chhattisgarh State Civil Supplies Corp. Ltd
15. Department of Panchayat & Rural Development
16. Public Health Engineering Department
17. Public Works Department
18. Chhattisgarh State Mandi Board
19. Urban Administration & Development Department.
20. Water Resources Department
21. Raipur Development Authority
22. Chhattisgarh Text Book Corporation

For total Number of tenders and economic value of tenders, Bidder's are advised to visit https://cgeprocurement.gov.in

E-PROCUREMENT SYSTEM OVERVIEW AND FUNCTIONAL REQUIREMENTS

The e-Procurement system and standards have evolved and matured world over and considerable number of government entities have successfully implemented and adopted e-Procurement, including several government entities in India. The e-Procurement system for CHiPS has been conceptualised based on the requirements of the Departments and the learning's /best practices from other e-Procurement implementations in India and around the world. The purpose of this section of the RFP is to outline the functional overview of the e-Procurement system required for CHiPS and brief description of each functional module. The detailed functional requirements specifications of the proposed e-Procurement system are discussed in section 4 of this document.

2.8 E-PROCUREMENT SYSTEM OVERVIEW

Some of the key features that will be supported through proposed e-Procurement system for CHiPS are:

- Dissemination of procurement planning & spend data to the interested parties
- A supplier register, which will record and maintain the profiles of suppliers interested in doing business with any part of the public sector
- A Buyer Register, which will host the details of procurement entities participating in e-Procurement and their designated procurement officers
- Facilitation of Procurement Planning and Demand Aggregation through the provision of accurate and timely information
- Supporting the ***Supplier Selection and Contracting*** approaches through electronic tendering and electronic ordering solutions
- Provide a means of implementing Supplier and Procurement Performance Management
- E-Payments, which will facilitate online payments for the suppliers for the goods/services procured through the e-Procurement system by the public procurement entities
- Increase the adoption of ***standard documentation*** and the availability of this documentation
- Seamless integration with external and internal back office systems to exchange procurement information
- Management information on procurement, such as performance data and trends.

2.9 E-PROCUREMENT SYSTEM USERS

Following presents an overview of key users of the proposed e-Procurement system and the purpose of access required for such users.

a. Vendors/ Suppliers

The ability of suppliers to engage in e-Procurement will be critical to the success of the e-Procurement initiative. The e-Procurement system design should ensure that supplier side technology requirements are minimized and suppliers require only a PC, browser software, modem and internet access. In situations where suppliers are required to download software to interact with the e-Procurement system (for example tender documents, pre-bid clarifications and engineering drawings etc.), they should not incur charges for this software and such documents shall be provided in open source formats or the tools required for opening such documents shall be made available in the e-Procurement system for the users to download and install.

The system design and architecture should facilitate registration and authentication of suppliers based on user id/password, Digital signature certificates, biometric authentication etc. based on the type of service accessed by the supplier and shall ensure confidentiality, integrity of the transactions with the suppliers, which is of utmost importance.

b. Procurement Entities (Government Departments)

The Government Department employees involved in procurement and related decision making in the State are expected to use the system on a day to day basis and such users are spread across various geographic locations across the State. The design should consider availability of e-Procurement system across the locations of procurement entities in a reliable and secure mode. The design of the e-Procurement system should also be done to enhance efficiency of procurement officials, remove redundant

operations and facilitate smooth procurement operations by implementing a state-of-the-art IT System which is highly user friendly, scalable and is available for use round the clock.

c. Finance & Planning Department

The finance and planning departments are envisaged to use the e-Procurement system for integrated and accurate view of past spend information which enables to perform effective monitoring, planning and budgeting.

d. Citizens

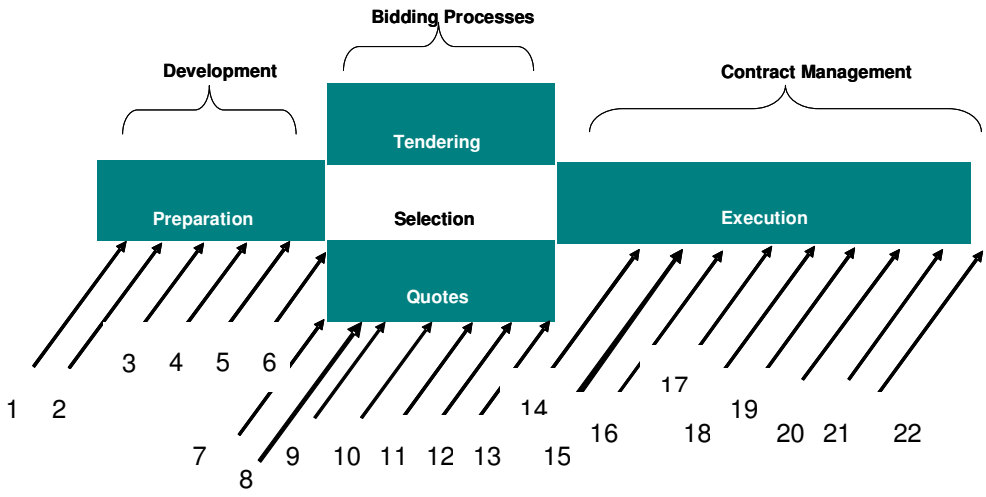
Right to Information Act empowers citizens to have access to the government spend and programmes and e-Procurement shall facilitate instantaneous and integrated view of government procurement spends and trends.

e. C & AG

The C&AG Department is envisaged to use the e-Procurement system for analysing and auditing the procurement activities carried out by various procurement entities and conformance of the processes with the defined guidelines.

2.10 KEY E-PROCUREMENT FUNCTIONS

The public procurement processes involve three basic stages as shown in the figure below. These stages must be part of the e-Procurement design and scope which provides end-to-end solution across this spectrum.



1-Identification of need	6 Costing and Budgeting	11.Info Exchange	16. Milestone checklists	21.Review and Monitoring
2-Registration of Suppliers	7.Calling bids for quotes	12.Bid securitization	17.Contract Variations	22.Audit and Reporting
3. Authorization	8.Qualification	13.Submission of bid	18.Receipt of Services	
4. Specification of req.	9. Call for bids or quotes	14. Evaluation of bids	19. Payment authorisation	
5. Document construction	10.Preparation of Bids	15.Contract signing	20. Verification and QC	

Figure 2: Key Functions of e-Procurement system

The scope of electronic government procurement is determined by the stages outlined in figure above. All the stages need to be unified by a seamless Management Information System. The system will include Indent Management, e-Tendering, and e-Purchasing, Contract Management, and Vendor Management etc. Each of these functions is discussed in summary below and detailed functional requirements are provided in the following section.

a. E-PROCUREMENT Informational and Transactional services

The e-Procurement portal represents the most conspicuous component of e-Procurement, but in essence is limited to publishing and document interchange between stakeholders. An important part of a technologically enabled procurement system is the buyer – supplier interface which is provided through the portal.

b. Procurement Planning and Indent management

This functionality covers the procurement planning process and generation of Indents/estimates by an entity which are tied to the procurement plan of that entity.

c. E-Tendering

The e-tendering functionality covers the following stages of procurement.

- Advertising
- Early/Prior Information Notices
- Bid search and enquiries
- Correspondence, Corrigenda, Amendments, and Clarifications
- Conducting pre-bid conference and providing clarifications
- Bidding Documents
- Submission of Bids/Proposals
- Online Public Bid Opening
- Auto evaluation and capturing evaluation results
- Award of contract and contract sign-off
- Online Payment etc.

d. E-Auctions and E-Reverse Auctions

The auction engine is envisaged to facilitate the government for sale of used assets or other assets such as land where auctions are conducted in traditional mode currently. E-Reverse auction is a mechanism in which the buyer specifies the specifications of the item to be procured, along with a base price. Registered suppliers can compete to offer the best prices for the item, based on dynamic price discovery model, within a prescribed timeframe. The vendor who quotes the lowest price before expiry of the timeframe will be awarded the contract.

Note: E-Auction also includes Forest department for timber/ forest produce, e-Sell for bamboo

e. Contract and Purchase management

A Contract management system would enable specification and tracking of milestones in contract execution.

f. E-Payments

The following payment types will be electronically handled in the e-Procurement system:

- Receipt of the following non-refundable transaction fees:
  - Supplier registration fees
  - Tender submission fees
- Receipt & Refund of Earnest Money Deposit (EMD) and any other deposits during the bidding and contract award process
- Electronic Refund of any double payments made by the suppliers (i.e. bidders) while submitting bids
- Payment to contractors for delivering the works/goods/services
- Receipt and management of electronic Performance Bank Guarantee (PBG)

2.11 KEY-INTERFACES

Following presents the key system level interfaces required by the e-Procurement system with the external stakeholders/systems for effective management of public procurement through electronic means.

a. Certifying Agencies

For conducting the electronic procurement transactions in the e-Procurement system, it requires secured means of authentication and authorization of the procurement officers and suppliers. The Digital Signature Certificates are envisaged to play key role in secured means of user authentication, authorization and the Certifying Agencies authorized by CCA in India plays key role in terms of providing the DSCs to the users and validation of DSCs during the authentication process.

b. Banks (Online Payment) & Payment Gateway

The e-Procurement system is expected to simplify and facilitate suppliers and procurement departments to make and receive the payments towards registration, tender submission fees, submission of EMD or any other deposits, contractual payments etc. The payment interface with the banks and payment gateways shall facilitate various payment options including credit card, debit card, NEFT, RTGS etc.

c. Treasury/Financial Management Systems

The e-Procurement interface with the treasury and financial management systems implemented by the Government enables enforcement of controls over the procurement in-line with the budget/planned expenditure, issuing/processing the payment order to the treasury department for making payments to the suppliers etc. The system shall also interface with the IT systems implemented by C & AG for exchange of procurement and contract management information.

d. Internal Back Office Systems (Finance, Inventory etc.)

The e-Procurement interface with the internal systems implemented by various government departments (e.g. financials, inventory and project management systems etc.) enables seamless exchange of related information from e-Procurement system to such internal systems of the department.

e. MCA21 & Income Tax Databases

Integration of e-Procurement with MCA21 & Income Tax databases will significantly ease the process of supplier/individual registration in e-Procurement. This integration can benefit the suppliers through auto population of significant amount of information from the MCA21 and Income Tax Department databases, during registration and subsequent transactions, based on the Company Identification Number and PAN. Such integration can also enable the procurement entities to verify the information provided by the suppliers during registration and sub-sequent procurement activities carried out by the suppliers in the e-Procurement system.

f. National Procurement Portal

The National Procurement Portal that is to be developed for all the ministries to use and for all the States to adopt will provide the portal service representing the most conspicuous component of e-Procurement functional architecture, but in essence is limited to publishing and document interchange between stakeholders. The National Procurement Portal is envisaged to act as a gateway to procurement related information from all the public procurement entities in India (*across the States and Ministries*) and e-Procurement system implemented by various procurement entities (States and Ministries) should provide interface to the National Procurement portal to exchange the information on public procurement (e.g. procurement notifications).

E-Procurement system designed and implemented by the SI shall ensure seamless integration with the above mentioned systems.

2.12 E-PROCUREMENT FUNCTIONAL ARCHITECTURE

Considering the key factors and requirements discussed above, the e-Procurement functional architecture below presents the key users, functional components and interfaces with the external systems. The detailed functional requirements of e-Procurement, covering all the functional modules below, are provided in the RFP.

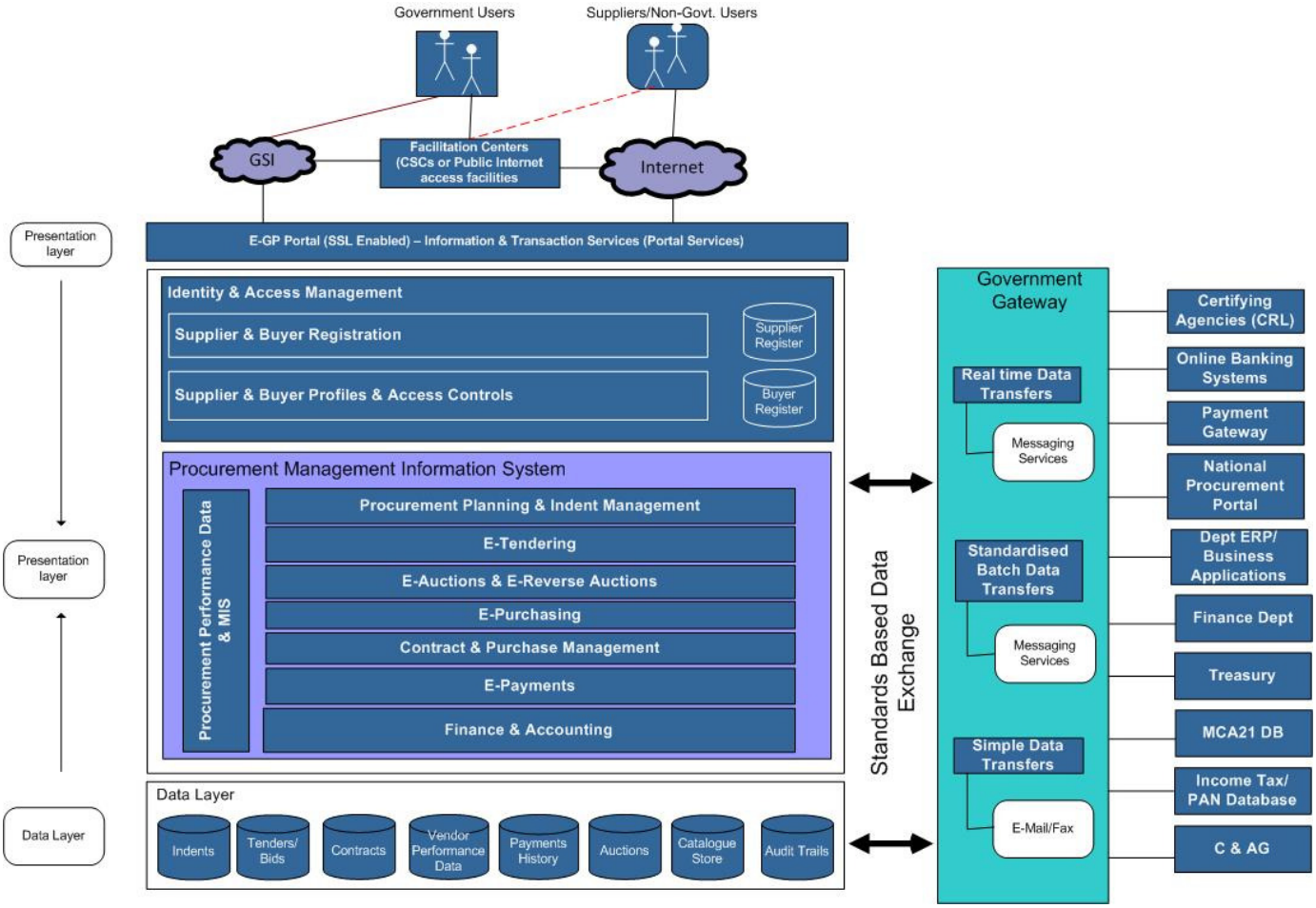


Figure 3: Functional Architecture of e-Procurement system

2.13 Proposed Solution Deployment Model

Following presents the illustrative deployment model for the e-Procurement system for the State of Chhattisgarh. The e-Procurement application infrastructure shall be hosted in the State Data Centre and DR sites implemented by CHiPS on a shared basis for all e-Governance applications in the State.

It is to be highlighted that State Data Centre (SDC), currently being established by the State, is expected to provide core network, security and storage infrastructure indicated below on a shared

basis. However, SI is required to procure and implement necessary web/application/database and authentication systems/servers for e-Procurement system.

The SDC facilitates common infrastructure for Local Area Network (server farm switches, load balancers, DMZ switches etc), Wide Area Network (Internet & Intranet routers), Information Security (firewall, IPS, antivirus, Anti-spyware, anti-malware, anti-spam etc) & Storage (SAN switches, storage & backup library etc). In addition, SDC also facilitates necessary support infrastructure such as power supply, air conditioning etc required for e-Procurement system. Interested bidders can visit the SDC and make their own assessment of infrastructure available at SDC for more clarity.

Following presents the deployment model for e-Procurement system at SDC and the physical components circled in red colour are the shared infrastructure items provided by the SDC. The detailed list is provided in Annexure XIII.

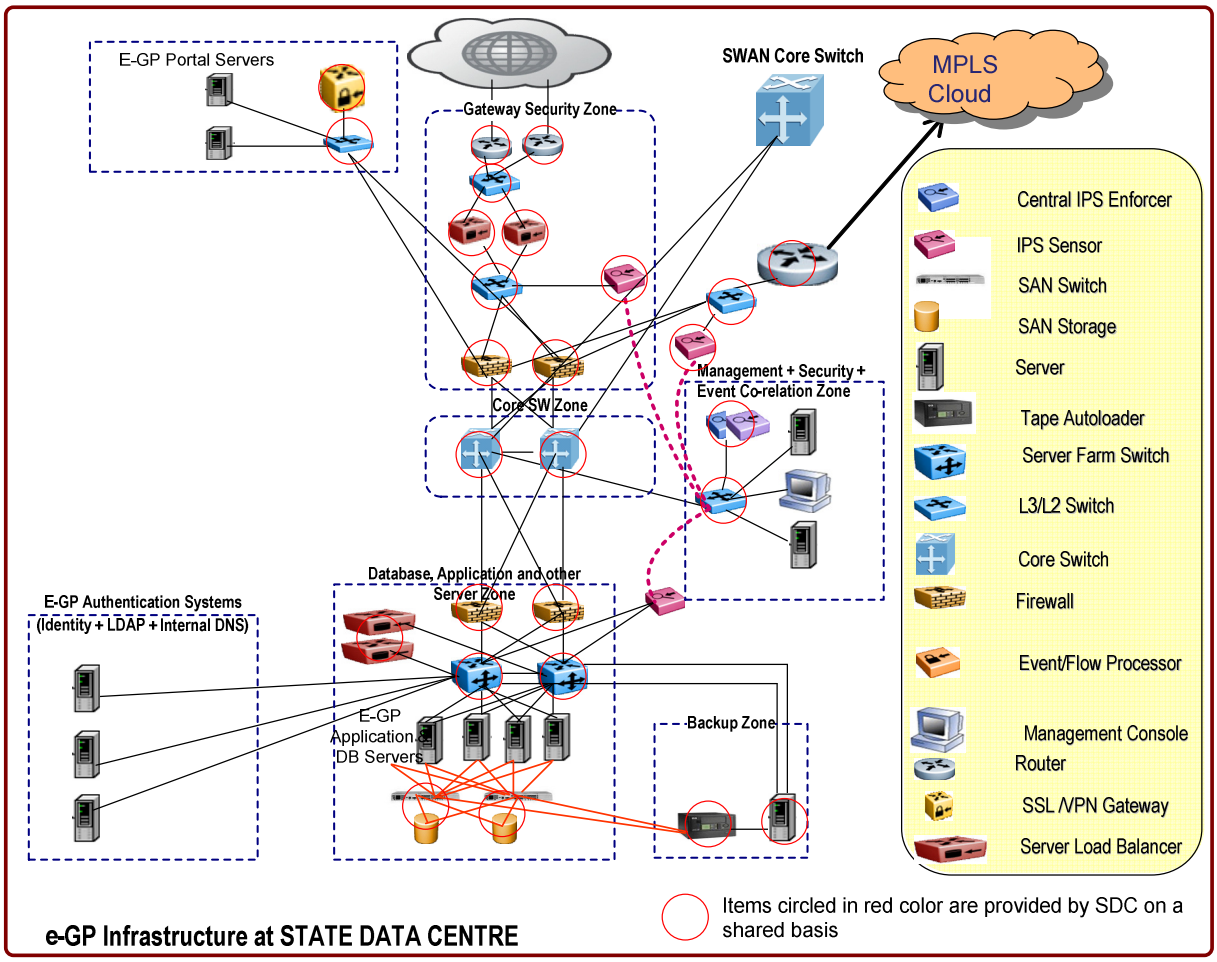


Figure 4: e-Procurement system Deployment Model

E- Procurement system hosted in the State Data Centre shall be made available to the department and suppliers through Internet. E- Procurement system shall also be made available to the department users through State Wide Area Network (SWAN).

3 Scope of Work for e Procurement System Integrator (SI)

3.1 OVERVIEW OF SCOPE OF WORK FOR SI

The following outlines the broad areas of scope of work for SI and the later sections highlight the detailed scope of work for SI in each of the following areas.

a. Software Design, Development/Procurement/Customization, Installation, Interfaces with existing systems, Data Migration, Training & Documentation for e Procurement system

b. Assessment, Procurement and establishment of IT Infrastructure for e Procurement to cater to the specified transaction volumes and performance levels

c. Operations & Maintenance of e Procurement system (Software & Hardware) during the remaining project period post Go-Live.

d. IT enabled services for performing data entry and related activities (e.g. vendor registration)

e. Provision of ATS services after the contract period

The implementation is to be done across all user departments.

3.2 THE DETAILED SCOPE OF WORK FOR SI

The following outlines the detailed scope of services to be provided by the SI. The SI shall use its best efforts to ensure that sufficient personnel are employed to perform the services as discussed in this section during various stages of the project, and such personnel have appropriate qualifications, skill sets and experience to perform the services. CHiPS shall have the right to removal or replacement of any SI personnel performing work under this Agreement. In the event the CHiPS requests for any SI personnel to be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule but not later than 10 working days. In case a resource is to be replaced by the SI on its own, the same should be intimated at least one month in advance to the CHiPS and the replacement done only after approval of CHiPS.

3.2.1 Software Design, Development/Procurement/Customization, Installation, Interfacing, Data Migration, Training & Documentation for e Procurement system

The bidders are required to refer the description of Modules and functional requirements at **Annexure XV** for the scope of work for SI for Software Design/Development/Customization/Implementation, Supply/Procurement, Support, Installation, Interfacing, Data Migration, Training and Documentation for e Procurement system.

3.2.2 Assessment, Procurement and Installation of IT Infrastructure for e Procurement

SI is required to perform detailed assessment of IT infrastructure required for implementation & maintenance of the proposed system in compliance with the key performance indicators discussed in this RFP. Department shall perform the load testing, as part of acceptance testing, to verify the compliance of IT infrastructure & software provided by SI with the performance indicators defined for the project in the SLA document. Any gaps identified in the system performance review shall be addressed by the SI to the complete satisfaction of the department at no additional cost.

It is to be highlighted that the specifications and quantity for the proposed IT infrastructure given in this RFP is only indicative and it is the minimum requirements of the hardware required for the proposed system. Bidders are required to perform their own assessment of IT infrastructure requirements at SDC and DR site to comply with the transaction volumes and key performance indicators and accordingly shall propose the Infrastructure solution for e Procurement implementation.

a. Usage of State Data Centre & SWAN

The existing SDC shall be used to host the e Procurement platform. The SI is not required to implement the infrastructure that is available as shared infrastructure in the SDC (as specified in Annexure XIII), as part of the e Procurement project. The SWAN project is envisaged to provide the internet bandwidth required for e Procurement system, while SDC is expected to provide shared IT infrastructure and physical space for e Procurement implementation as detailed in Annexure XIII.

However, SI is required to procure the necessary servers and system software requirements for Integrated e-Procurement system at State Data Centre and DR sites.

The bidders are required to bear the costs for hosting the e Procurement application infrastructure at the existing SDC.

b. IT Infrastructure Assessment

The bidders are required to perform an assessment of the IT infrastructure required for e Procurement implementation based on the requirements stated in the RFP and the system proposed by the bidder shall cater to the specified number of department users and the SLA requirements specified in the RFP.

The envisaged transaction volumes for various modules of e Procurement is provided in Annexure VIII of this RFP, which can provide input for performing the server/system sizing at the SDC/DR sites and to ensure system performance in line with key performance indicators highlighted in SLA.

For all COTS (Commercially of the Shelf) products proposed by bidders for e Procurement implementation, it is necessary for the bidders to obtain authorisation from the respective software vendors (OEM). Any bids without such authorisation shall be liable for disqualification. Addressing any performance issues during O & M phase shall be the responsibility of successful bidder at no additional cost other than what is specified in the proposal. Following outlines the scope of services to be provided by the SI with respect to the IT Infrastructure implementation for e Procurement project.

3.2.3 Operations & Maintenance of e Procurement system

The SI shall provide Operations and Maintenance services for e Procurement system including all the software and hardware components from the date of Go-live and such services shall be provided in throughout the contract period. This section discusses the Operations & Maintenance services to be provided by SI with respect to Application Software & Supporting IT Infrastructure Management.

a. Operations & Maintenance of Application Software

Maintenance includes, but not limited to, production monitoring, troubleshooting & addressing the functionality, availability & performance issues, implementing the system change requests etc. The SI shall keep the application software in good working order; meeting the requirements defined by the CHiPS, perform changes and upgrades to applications as requested by the CHiPS. The broad scope for maintenance and support functions with regard to the software are indicated at Table 3 given at Annexure XIII.

b. Overview of Scope of Work for IT Infrastructure Maintenance & Operations

- Installation & Configuration of Enterprise Management System (EMS) for monitoring and management of e Procurement Infrastructure.
- Overall monitoring and management of the systems implemented for e Procurement Project in the data centre (s), which includes administration of Data Centre Infrastructure (*Web/application servers, database servers etc)*, Networks, and all other services ancillary to these facilities to ensure performance and availability requirements of the Project.
- Ensuring compliance to the uptime and performance requirements for e Procurement system performance as indicated in this RFP.
- Implementation of Helpdesk solution and provide issue resolution support for addressing the issues reported by the internal & external users of Information systems deployed in the project.
- 24x7 monitoring & management of availability & security of the infrastructure & assets (*including data, network, servers, systems etc)* through the Enterprise Management Solution implemented for e Procurement Project.
- Design and Implementation of a comprehensive security policy in respect of the digital systems and assets, to comply with the requirements of this RFP and conforming to **ISO 27001**.
- Ensuring uptime, performance and other key performance requirements of e Procurement Project including data backup & business continuity.
- SI shall design and implement adequate data backup and restoration procedures for e Procurement Data (including the database, attachments and all other data elements generated by the system and users). SI shall ensure that Data backup is maintained till the last transaction occurring in the system. The data synchronization between the Data Centre, DR site shall also be designed and implemented by SI. In addition, SI shall also maintain the data backup on the external backup tapes, which are stored in a secured location agreed with CHiPS.
- SI shall ensure that the data backup obtained for e Procurement system is maintained in an encrypted and secured manner. The SI shall also Produce and maintain system audit logs on the system for a period agreed to with the CHiPS. On expiry of the said period the audit logs should be archived and stored off-site at a location agreed with the department.
- Perform the patch management, testing and installation of software (application software, OS software, database software etc.) upgrades issued by the OEM/vendors from time to time. These patches/upgrades, before being applied on the live infrastructure of the data centre, shall be adequately tested. Any downtime caused due to up gradation & patches shall be taken into to the account of the SI and it shall not be considered as 'Agreed Service Down Time'.
- Ensure overall security of the system including installation and management of Antivirus solution for protection of all the servers and systems implemented for the project, application of updates/patches etc. The antivirus patches have to be updated and applied from time to time, after appropriate testing of the patches in the staging area.
- Develop the Standard Operating Procedures (SOPs), in accordance with the **ISO 27001** or ITIL standards, for e Procurement Infrastructure management. These SOPs shall cover all the aspects including Infrastructure installation, monitoring, management, data backup & restoration, security

policy, business continuity & disaster recovery, operational procedures etc. The SI shall obtain sign-offs on the SOPs from the CHiPS and shall make necessary changes, as and when required, to the fullest satisfaction of CHiPS.

- Preventive maintenance, carrying out the necessary repairs and replacement of parts wherever needed to keep the performance levels of the hardware and equipment in tune with the requirements of the SLA. Such preventive maintenance shall not be attended during working hours of the CHiPS, unless inevitable and approved by the CHiPS.
- Reactive maintenance that is intended to troubleshoot any system errors with sufficient resources
- Performance tuning of the system as may be needed to comply with SLA requirements on a continuous basis.
- Monitoring security and intrusions into the system, which include taking necessary preventive and corrective actions.
- Monitor and record, server & network performance and take corrective actions to ensure performance optimization on a daily basis.
- To avoid the overloading of the infrastructure and optimum performance, the SI is expected to access the expected load / user and if required upgrade the central hardware infrastructure (For e.g. Servers, SAN etc) with state-of-the-art technology at the end of three years of implementation.
- Escalation and co-ordination with other SDC, SWAN Operators, DIT and CHiPS for problem resolution wherever required.
- System administration tasks such as managing the access control system, creating and managing users, taking backups etc.
- Ensure that daily back-up copies of the data are created and maintained safely as per backup policy signed off with CHiPS.
- Whenever a component has to be replaced because of technical, functional, manufacturing or any other problem, it shall be replaced with a component of the same make and configuration. In case the component of same make and configuration is not available, the replacement shall conform to open standards and shall be of the same or of a higher configuration and should be approved by CHiPS.
- Regular review of the audit logs for security lapses should be performed in association with the PMU.
- Review security advisories (such as bulletins generally available in the industry) on a regular basis to determine vulnerabilities relevant to the IT assets and take necessary preventive steps.
- Supply consumables required for day-to-day integrated e-Procurement project operations at data centre, Disaster Recovery site (e.g. storage media, Printer cartridges, CD/DVDs etc). During the warranty/operations/management period, SI shall not charge any additional cost to the

department for replacement of these consumables. The cost quoted for Operations & Maintenance shall include the consumables cost.

- At the end of the contract period or in the event of termination of contract, the SI is required to provide necessary handholding and transition support, which shall include but not limited to, conducting detailed walk-through and demos for the e Procurement system, handing over the entire software (including customisation details and related code or source code- refer relevant clause, as case may be, program files, configuration files, setup files, project documentation etc), addressing the queries/clarifications of the new e Procurement implementation agency, selected by the CHiPS etc.

- As part of this support, the SI shall develop and implement the Information Systems Security Policy (ISSP) and procedures in compliance with ISO 27001, for managing the Security of Information Systems of e Procurement. The ISSP including procedures shall be validated by the third party and gaps identified during such review shall be addressed by the SI to the complete satisfaction of the department.

- The SI shall provide a mobile phone to each resource deployed for providing the facilities management services till they start a Toll free number for the same. The mobile phone should be active during the entire contract period and even though the resource is changed for providing the O & M services, the mobile number shall not be changed.

c. Detailed Scope of Services for IT Infrastructure Maintenance Services

c.1. System Software Maintenance

The scope of IT Infrastructure Management in respect of systems software includes.

a. Rectification of system software problems due to crashing or malfunctioning of the OS; within the time limits prescribed in the RFP.

b. Installation of upgrades of system software, which should be under taken as part of preventive maintenance. The critical updates shall be implemented immediately.

c. Guarding the systems against virus, malware, spyware and spam infections using the latest Anti-virus suites which include anti-malware, anti-spyware and anti-spam solution for each Server Anti-virus version and its upgrades. The Anti-virus suite and updates will have to be provided by the SI at regular intervals as and when the new signatures are released by the OEM. The cost of the software suite shall also be mentioned in the commercial bid. The SI for the purpose of support on new upgrades & patches shall have a back to back arrangement with the service provider from whom the software suite is purchased. The copy of the same shall be submitted to Department.

d. The SI shall supply anti-virus enterprise edition. The successful bidder shall procure licenses as required for the complete IT infrastructure supplied under this contract. The license certificate has to be procured in the name of the CHiPS and submitted to CHiPS. The antivirus should have the subscription for three years for server download of real-time updates and upgrades from the OEM site.

e. The SI shall have the back to back agreement with 24/7 premier support with antivirus OEM, which shall ensure that any critical issues with respect to virus/antivirus are addressed within the

24 hrs. The copy of such agreement shall be provided by the SI to the CHiPS. Such agreement shall be valid throughout the contract period.

f. SI should provide solution to virus alerts when they occur (with in 24 hrs) or earlier in case of emergency. SI has to take corrective action in case systems get affected due to virus activity.

g. The essence of the software maintenance contract is to ensure that the entire systems software works perfectly in unison and delivers rated performance during the period covered by the agreement between the SI and the Department and that the systems uptime is up to the standards prescribed in RFP.

c.2. User Profiles and Account Management

a. SI is required to design and implement the user management processes and obtain sign-off from the CHiPS for such process.

b. The user-id naming & protocol shall be designed and implemented for all the user ids. Such naming convention and protocol shall be signed-off with the department, which shall be adopted across the State including suppliers.

c. Necessary user account creation, management policies and procedures shall be defined and implemented by the SI including obtaining approval for each user id created in the systems. Separate user id shall be created for each employee, which uniquely identifies that employee across the department network.

d. The end users shall only be provided with role based privileges and access. Such roles, privileges shall be signed-off with the department. The system should allow multiple privileges to a single user after approval by the authorised official of the user department.

e. Perform system administration tasks such as managing the access control system, creating and managing users etc.

f. Enable audit logs for the server/system activities and such audit logs shall be analysed at regular intervals to identify and address the security and performance issues.

g. Produce and maintain system audit logs on the system for a period agreed to with the Department. The audit logs should be archived and stored as per the Mandatory security requirements given in the FRS.

h. System hardening involves assessment and review of threats to various entities such as Operating System environment, Database server, end user systems etc from non-authorized personnel and creation of a Security Policy to specifically mitigate these threats. The Security Policy should then be applied on all entities of the system.

i. The systems may be subjected to a third party audit by the CHiPS and all the recommendations provided by the auditor shall be addressed by the SI to the complete satisfaction of the department.

c.3. IT Infrastructure Asset Management

a. The SI shall design and implement the processes and procedures for effective asset management for IT infrastructure implemented for e Procurement system. Such processes and procedures defined by the SI shall be reviewed by the department and necessary changes will be

made based by the SI based on the gaps identified in the processes in conformation to the signed-off asset management process, SI shall maintain the Asset Register for all the IT and supporting infrastructure including the part numbers/serial numbers, configuration, current owner of the asset in the department, changes made to the asset in terms of replacements/up gradations etc.

b. SI shall ensure that every IT asset procured by the department is captured in the inventory/asset register including the serial number of the asset, the owner of the asset, configuration of the asset etc

c. SI shall ensure that such documentation is kept up to date and is available to CHiPS for verification and review at any point of time during the contract. SI shall submit a quarterly Asset Information Register to CHiPS with the updated and current information including additions/ retirement and replacements of such assets.

c.4. IT Infrastructure Security & Operations Management

a. The SI shall design and implement the processes and procedures for effective information security management for e Procurement system IT infrastructure. The SI shall develop Information Systems Security Policy and related procedures for the solution in line with the ISO27001 standard (covering all the domains in as per this standard), which shall be reviewed by CHiPS or an independent agency. SI shall make necessary changes and address the gaps identified during the review.

b. SI shall implement and adopt the signed-off Security Policy & procedures for effective management of e Procurement system and related IT infrastructure security and availability.

c. Similarly, SI shall define the Standard Operating Procedures (SOPs) for all the day-to-day operations of the e Procurement system and IT Infrastructure management, which shall also be reviewed by the department or an independent agency. SI shall make necessary changes and address the gaps identified during the review.

d. CHiPS shall verify the conformance of SI's services vis-à-vis the defined processes & procedures and shall release the payments only upon satisfactory verification of the same.

c.5. e Procurement Data Backup Management

a. SI is required to provide the detailed data storage and backup requirements to CHiPS including the storage space required with necessary specifications accordingly CHiPS shall make the storage space available to the SI.

b. SI shall design a detailed Data Storage and Backup policy, procedures, which highlights the data storage, retrieval process, data backup requirements including frequency and process of data backup management, type of backup (incremental or full) etc to ensure that all the data related to e Procurement system is available in the SAN solution and is also available in a backup media/solution.

c. SI shall make use of the storage and data backup support infrastructure provided by SDC to conduct the data storage management and backup operations for e Procurement system at SDC and DR site.

d. It is the responsibility of the SI to ensure that the data backup tapes/DVDs are in operational condition and shall also perform the tests to restore the data from the data backup tapes on a monthly basis. Such restoration tests carried out on a monthly basis shall also be recorded in the register.

e. The data backup processes and procedures shall also form part of SOP defined by the SI. SI shall perform the data restoration tests at regular intervals as agreed in the SOPs.

f. SI shall maintain the manual registers for the data backup activities carried out at SDC/DR site. ***The SI must enable the necessary audit trails on the IT infrastructure at SDC/DR site, which track the data backup and restoration activities performed by the SI. Such registers/audit trails shall be verified for measuring the performance of the SI against the defined SLA.***

g. Ensure that daily back-up copies of the data are created and on a weekly basis the entire data backup on the external storage tapes shall be kept/updated in the location agreed with the Department.

h. Restoration testing of Data backups should be carried out on the same day at the SDC and corrective actions initiated as required

c.6. Insurance for the IT Infrastructure & personnel

The successful bidder shall obtain the following insurance coverage's for the IT Infrastructure installed for the e Procurement application for CHiPS.

a. Third Party insurance

b. All risk policy for all equipment

c. Fire and theft Policy.

d. Policy for loss or damage to assets due to Force Majeure events like earthquake, rioting, etc of value equal to the cost of replacement of assets.

e. Policy of insurance in respect of claims for personnel injury to or death of any person employed by the SI and arising out of such employment.

c.7. Business Continuity & Disaster Recovery Requirements

a. SI shall design the Business Continuity & Disaster Recovery Plan for e-Procurement solution. The solution shall be signed off with the department and the solution shall ensure conformance to the SLA requirements defined for e Procurement project.

b. For SDC, Govt. of Chhattisgarh shall provide the DR Site and it is the responsibility of the SI to procure necessary IT infrastructure for e Procurement solution for implementation in SDC and DR Site.

c. The e-Procurement solution should also be implemented in the DR site, at SI's cost, to ensure that e Procurement services are available to the stakeholders as per SLA.

c.8. Transition Management

a. SI shall perform all required activities as prescribed by CHiPS with respect to transition of the existing e procurement system from the existing SI.

b. At the end of the contract period or upon termination of contract, if any other agency is identified or selected by CHiPS for providing O & M Services for e Procurement system and IT Infrastructure, the SI is required to provide necessary handholding and transition support to the complete satisfaction of CHiPS.

c. The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry or termination of the contract, shall rest absolutely with CHiPS.

d. During the exit/transition management process, it is the responsibility of the SI to address and rectify the problems identified with the e Procurement system and related IT infrastructure that are supplied by the SI as a part of the this Project including replacements of defunct hardware, cabling/re-cabling, installation/reinstallation of the system software etc. The SI shall ensure that the infrastructure (both software and hardware) are handed over to CHiPS in a complete operational condition to the satisfaction of CHiPS. In case SI is unable to address such issues, department may levy penalty or invoke the PBG.

e. SI shall ensure the transfer of all such third party licenses used in the e procurement system to CHiPS at no additional cost. However, as may be required, ATS charges for the same shall be paid by CHiPS.

During the contract period, the SI shall ensure that all the documentation including policies, procedures, asset registers, configuration documents etc are kept up to date and all such documentation is handed over to the department during the exit management process.

4 IMPLEMENTATION APPROACH & PLAN

4.1 E PROCUREMENT PROJECT IMPLEMENTATION PLAN

The e procurement system has been operational for the last 6 years and user departments / agencies have accumulated considerable experience in using the system over a period of time. However the existing system shall be phased out and the Government of Chhattisgarh plans to roll-out new and enhanced e-Procurement services and functions across all departments in a phased manner. It is proposed that the implementation and rollout of all modules of the enhanced e procurement system be done at the selected Pilot Department after which the same may be rolled out to other departments in later stages. The application shall be tailored to suit the needs ofthe department with all the customisation needs of the departments addressed, which was lacking in the existing application.

The e-procurement system shall be designed in a modular fashion with different components handling different parts of the workflow and the departments able to use the specific modules suitable to their needs.

	Works	***Goods***	***Service***
Threshold	10 Lakhs	10 Lakhs	10 Lakhs

Proposed Threshold value of procurement for the e procurement system

Initially, it is proposed to bring in high value procurements into the scope of the e-procurement system and once enough capacity is built internally within procurement entities through experience of handling the system, lower value procurement shall also be brought into the e-procurement System. The necessary capacity building and change management programs shall also be rolled out simultaneously in this period.

Departments to be part of pilot Implementation

1. Health Department/ Chhattisgarh Medical Services Corporation Ltd
2. Chhattisgarh State Industrial Development Corp. Ltd
3. Public Health Engineering Department
4. Public Works Department
5. Water Resources Department

Implementation plan:

All modules shall be mandatorily implemented by the SI in the selected Pilot department. Go Live shall be defined as the completion of one cycle of transactions in all the modules for one tender of the Pilot Departments.

This shall be followed by O & M support for a period of 5 years from Go Live

At the end of the 5 year contract period, the Government will review the situation and decide on renewal of the O & M and ATS support services for an additional two years. If the Partner performs well, as per the Service Level Agreement (SLA) criteria specified in this RFP, the contract shall effectively last for a five year period.

The data would reside in the State Data Centre under the Ownership of the State. The movement of data shall be controlled by the State. The SI has to provide a System Administrator who will be directly monitored by the State e-procurement system PMU.

The SI shall be completely responsible for imparting e-procurement system training to all procurement officers in the Department and suppliers / contractors. The SI shall provide 9.00 A.M to 11.00 P.M for 365 days Helpdesk support, online support, online training module and Handholding activities for Government departments for migrating to the e-procurement system.

The Government shall have strategic control / ownership over all the assets deployed in the e-procurement system like hardware, system software including database, data and application software.

4.2 PROJECT DELIVERABLES, TIMELINES & PAYMENT SCHEDULE

Bidders are to refer Table 1 given at Annexure XIV for the details of the key project milestones, deliverables to be submitted by SI at each milestone and relevant payment to be provided by CHiPS for completion of each milestone by SI for e tendering alone with support modules and all modules together. The payments to the SI shall be made based on the performance of the services provided by the SI in line with the project timelines indicated in this section, requirements stated in RFP and its annexures, performance indicators provided in this RFP.

5 ACCEPTANCE TESTING & CERTIFICATION

The primary goal of Acceptance Testing & Certification is to ensure that the e-Procurement system (*including all the systems, deliverables and services*) meets requirements, standards, specifications and performance, by ensuring that the following are associated with clear, quantifiable metrics for accountability:

- Functional requirements
- Technical Requirements
- Infrastructure Requirements
- Availability of Services in the defined locations
- Performance
- Security
- Manageability
- SLA Reporting System
- Documentation (Design, development, configuration, training & administration manuals etc)
- Data Quality

As part of Acceptance testing, performed through a third party agency, CHiPS shall review all aspects of 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 architecture, performance in relation to defined requirements, interoperability, scalability, availability and compliance with all the technical and functional requirements of the RFP and the agreement.

The CHiPS will establish appropriate processes for notifying the SI of any deviations from defined requirements at the earliest instance after noticing the same to enable the SI to take corrective action. Such an involvement of the QA/Acceptance Testing & Certification agency, nominated by CHiPS, shall not, however, absolve the system integrator/vendors of the fundamental responsibility of designing, developing, installing, testing and commissioning the various components of the project to deliver the services in perfect conformity with the SLAs. Following discusses the acceptance criteria to be adopted for e-Procurement system as mentioned above.

a. Functional Requirements Review

The e-Procurement system customized by SI shall be reviewed and verified by the CHiPS against the Functional Requirements signed-off between the CHiPS and SI. Any gaps, identified as a severe or critical in nature, shall be addressed by SI immediately prior to Go-live of the solution. One of the key inputs for this testing shall be the traceability matrix to be developed by the SI for e-Procurement system. Apart from Traceability Matrix, SI may develop its own testing plans for validation of compliance of system against the defined requirements. The acceptance testing with regards to the functional requirements shall be performed by independent third party agency (external audit) as well as the select internal department users (User Acceptance Testing) and system has to satisfy both third party acceptance testing and internal user acceptance testing, upon which the system shall go-live.

For conducting the User Acceptance Testing, CHiPS shall identify the employees from respective divisions, who shall be responsible for day-to-day operations of the functions automated through the e-Procurement system. The system, during the functional requirements review, shall necessarily satisfy the user acceptance testing process.

b. Technical Requirements Review

The technical design of e-Procurement system including the solution architecture, system design, development approach, customised code etc shall be reviewed by an independent competent agency to ensure compliance with the technical standards defined for the project. Any non-compliance/gap identified in the design shall be reported to SI, which shall be corrected and signed-off prior to undertaking the next phase of activity in the project implementation.

c. Infrastructure Compliance Review

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

d. Security Review

The software customized for e-Procurement shall be audited by a Third Party Agency like STQC from a security & controls perspective. Such audit shall also include the IT infrastructure and network deployed for e-Procurement. Following are the broad activities to be performed by the Agency as part of Security Review. The security review shall subject the e-Procurement system for the following activities:

- Audit of Network, Server and Application security mechanisms
- Assessment of authentication mechanism provided in the application /components/ modules
- Assessment of data encryption mechanisms implemented for the solution
- Assessment of data access privileges, retention periods and archival mechanisms
- Server and Application security features incorporated etc.
- Study of exceptions in the audit trail
- Report on access to audit trails
- Report on all security breaches

In case such certification is not obtained for the proposed e Procurement solution at the time of bidding, the bidder shall be allowed to participate in the bidding subject to submission of an undertaking that such certification shall be obtained before Go Live of the proposed system.

e. Performance

Performance is another key requirement for e-Procurement and testing agency shall review the performance of the deployed solution against certain key parameters defined in SLA. Such parameters include request-response time, work-flow processing time, concurrent sessions supported by the system etc, Disaster Recovery drill etc. The performance review also includes verification of scalability provisioned in the e-Procurement system for catering to the each of the department's requirements over the phases of implementation. A comprehensive load testing shall be conducted prior to system go-live.

f. Availability

e-Procurement system should be designed to remove all single point failures. Appropriate redundancy shall be built into all the critical components to provide the ability to recover from failures. The testing agency shall perform various tests including network, server, security, DC/DR fail-over tests to verify the availability of the services in case of component/location failures. The testing agency shall also verify the availability of e-Procurement services to all the users in the defined locations.

g. Manageability Review

The testing agency shall verify the manageability of the e-Procurement system and its supporting infrastructure deployed using the Enterprise Management System (EMS) proposed by the SI. There are various manageability requirements such as remote monitoring, administration, configuration, inventory management, fault identification etc.

h. SLA Reporting System

SI shall design, implement/customize the Enterprise Management System (EMS) and shall develop any additional tools required to monitor the performance indicators defined for the project. The Acceptance Testing & Certification agency shall verify the accuracy and completeness of the information captured by the SLA monitoring system implemented by the SI and shall certify the same. The EMS deployed for e-Procurement, based on SLAs, shall be configured by SI.

i. Project Documentation

The testing agency shall review the project documents developed by SI including requirements, design, customised code, installation, training and administration manuals, version control etc.

Any issues/gaps identified by the testing agency in any of the above areas, shall be addressed to the complete satisfaction of the Department.

j. Data Quality

The testing agency shall perform the Data Quality Assessment for the Data digitized by SI and the data migrated by the SI to the e-Procurement system. The errors/gaps identified during the Data Quality Assessment shall be addressed by SI before moving the data into production environment, which is a key mile stone for Go-live of the solution.

6 STRATEGIC CONTROL OF GOVERNMENT OF CHHATTISGARH

e-Procurement system designed & developed under this project is envisaged to play significant role in transformation of public procurement in the State. Once implemented, CHiPS will have significant reliance on the e-Procurement system for the day-to-day operations. The solution also creates and manages the critical procurement data for all government agencies.

6.1 STRATEGIC CONTROL OF E-PROCUREMENT SYSTEM

This process aiming to design and establish Strategic Control basically addresses the requirements of three distinct areas of the e-Procurement system as shown below.

a) e-Procurement Application Software,

b) e-Procurement Database and data and

c) Security of e-Procurement Systems

6.2 CONTROL OVER E-PROCUREMENT APPLICATION

a) It is the responsibility of SI to provide the necessary systems and tools (version control and software management tools) to enable implementation of this strategic control framework. To this end, the e-Procurement system shall be designed to ensure that:

   i. The Application System and the Customised Code are deposited with the CHiPS or any designated Escrow agent before and after the initial certification by a 3rd Party, for any subsequent changes made to the software during maintenance period.

   ii. Any subsequent changes to the application are incorporated in the Application Repository on an incremental basis, after the process of approval prescribed herein is undergone.

b) Any changes to the application, required to enhance the functionality, or to improve performance or to address the security gaps, shall first be hosted in an application staging environment, tested for consistency, integrity and performance by the Application Administrator of the SI. The Application Administrators of CHiPS shall review the proposed change and accord their approval or reject the request.

c) CHiPS may entrust the responsibility to designated administrators, who can exercise the privilege of approval or rejection request JOINTLY.

d) No change to the application shall be effected by the SI unless the process defined at (b) above is gone through.

e) To this end, all the actions of the users involved in the process shall be logged.

6.3 APPLICATION AUDIT

a) The system shall allow conducting post-implementation review and audit in select cases that have resulted in a major change to check the completeness and correctness of the administrative tasks performed and ensuring that all and only those necessary components

have been installed on the system. This acts against both malicious programs and faulty administrative actions.

b) CHiPS may undertake comprehensive application audits at regular intervals through a 3rd party to ensure application functionality and integrity.

6.4 VERSION CONTROL

a) The application software shall be version controlled, adopting the industry standard practices like Version Control System (VCS), Customised Code Management System and Software Configuration Management (SCM) in this regard.

b) The System shall permit the latest versions of the application and customised code to be deposited with the CHiPS, with appropriate logs maintained for each change.

6.5 RETENTION OF OWNERSHIP AND CONTROL OVER THE DATABASE

a) CHiPS shall exercise ownership of the database, through appropriate system/tools supplied and implemented by SI. To this end, the e-Procurement system shall be designed to ensure that

   i. The entire database, including the table structures, schemas and master data are deposited with the CHiPS after the initial certification by a 3rd Party and before the 'Go Live'.

   ii. Any subsequent changes to the database system are incorporated in the Database Repository on an incremental basis, after the process of approval prescribed herein is undergone.

b) Any changes to the database structure, required to enhance the functionality, or to improve performance or to cover security gaps, and any changes to the master data, shall first be hosted in a database staging environment, tested for consistency, integrity and performance by the Database Administrator of the SI. Thereupon a request shall be preferred to the Database Administrator(s) of the CHiPS, to permit the proposed changes, with clear reasons necessitating the change. The Database Administrators of CHiPS shall review the proposed change; test cases used for testing the functionality and accord their approval or reject the request.

c) CHiPS may entrust the responsibility to designated Database Administrators, who can exercise the privilege of approval or rejecting a request JOINTLY.

d) No change to the database structure or to the master data shall be effected by the SI unless the process defined at (b) above is gone through. To this end, all the actions of the Database Administrator of the SI shall be logged.

e) Any direct access to database must not be allowed and the database administration activities (especially all those actions that result in modification of data, schema and master data) shall be executed through an application which verifies and audits users, code and actions done on the database.

6.6 PROCESS CONTROLS ON DATABASE ADMINISTRATION

a) CHiPS DBA(s) shall have the right to oversee the activities performed by the SI, by their physical presence, till the later logs out to ensure that the actions are as per the approved procedure.

b) SI shall break the role of database administration into activities that are more granular in nature.

c) SI shall ensure that frequency of DBA activities is restricted to as minimum as possible.

6.7 AUDIT OF DBA ACTIONS

a) All DBA actions and any action on the database by any user must be logged automatically by the database server/ profiling tools and audit logs should be preserved securely

b) CHiPS may conduct a comprehensive third party audit on the database audit logs from time to time to verify the set of actions performed within a given period.

6.8 PROTECTION OF CONFIDENTIALITY AND INTEGRITY OF DATA

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

6.9 ROLE SEGREGATION

a) Database Owner (i.e. CHiPS), SI DBAs and Application users must be kept as three separate users/ user groups. The access privileges for each of the three must be defined with maximum possible granularity and approved by CHiPS before the start of operations.

b) The User Management part of DBA role shall be segregated and assigned to individuals in the 3 different Zones as specified in this document.

6.10 REQUIREMENTS OF STRATEGIC CONTROL OVER THE E-PROCUREMENT INFORMATION SECURITY

a) All change requests should be initiated by CHiPS. Any changes to the application, required to enhance the functionality, or to improve performance or to cover security gaps, shall first be hosted in an application staging environment, tested for consistency, integrity and performance by the Application Administrator of the SI. Thereupon a request shall be preferred to the Project Director, CHiPS to permit the proposed changes, with clear reasons necessitating the change. CHiPS shall review the proposed change and accord their approval or reject the request.

b) The application software shall be version controlled, adopting the industry standard practices like Version Control System (VCS), Customised Code Management System and Software Configuration Management (SCM) in this regard. The System shall permit the latest versions

of the application and customised code to be deposited with the CHiPS, with appropriate logs maintained for each change.

c) The actions of the application administrator of the SI shall be kept as few and infrequent as possible. To this end, the enhancements and changes proposed to the application are planned sufficiently in advance, to the extent possible, bunched together and implemented at pre-specified intervals.

d) The roles of different personnel responsible for designing, coding, accepting the changes and authorizing the changes to be carried out into the production environment shall be clearly defined by the SI.

e) Requirements of ISO 27001 shall be strictly complied with by the SI while designing a detailed Risk Assessment and Management Plan, a Statement of Applicability (SoA) and an Operational Procedures Document, together to form the ISMS. The SI shall get the sign-off of the CHiPS, operating through its technical team, on the ISMS design documents.

f) The core activities relating to security administration like assigning roles and privileges, configuration management in relation to all the security assets shall be carried out only after the prior approval of the Project Director of CHiPS

g) CHiPS shall conduct a security audit by third party on a half-yearly basis to ensure that the Security Policy and the Operational Procedures are strictly implemented and practiced by all the users of the system and that there is no breach or compromise of security. The cost of such audit shall be borne by CHiPS. The SI shall comply with all the recommendations made by the third party auditor within the time specified.

h) All changes to application should be carried out after a review and pre-audit by CHiPS.

i) The system should allow conducting post-implementation review and audit in select cases that have resulted in a major change to check the completeness and correctness of the administrative tasks performed and ensuring that all and only those necessary components have been installed on the system.

j) Monitoring System Access and Use

   i. CHiPS or its PMU will have full access to all the logs to supervise and review the system activities

   ii. The System should provide the capability to centrally monitor the content of audit records generated by individual components throughout the system.

k) The System must have automatic provision to send alerts and notifications to the Project Director, CHiPS when account creations, deletions, modifications etc are done.

6.11 TOOL BASED VERSION CONTROL AND APPLICATION MANAGEMENT

a) The application system should be configured and maintained in exact conformance to the rules and regulations in force

b) Any changes to the application system are made under due authority of CHiPS

c) Tool based end-to-end change control to ensure consistency within the complete application landscape and those dependencies between different components.

d) Version control for all application changes within each system. Management of version control and documenting version controls

e) Change diagnostics for identifying, controlling, maintaining and verifying the versions of configurations and the values of parameters of the solution landscape components.

f) Tracking changes and the configuration information by recording inside the components and collected centrally by the version control tool.

g) Comparing the configuration to a template or master configuration to analyse changes. Reporting changes to include all current and historical configuration data throughout the application life cycle.

6.12 AUTHORIZATION MANAGEMENT – REQUEST REVIEW AND RESPONSE FOR ACCESS CONTROL

a) Access Control to enables stakeholders to continuously enforce internal controls for segregation of duties (SoD).

b) Mechanism to facilitate compliance on a day-to-day basis, and to provide oversight capabilities for management to take responsibility for proper segregation of duties, and help in internal audit to perform effective and comprehensive audits.

c) Preventing mistakes and fraud, ensuring SoD compliance with the processes documented and reduces the cost of continuous compliance.

d) Workflow based approval process within the role design and maintenance functionality. Process to facilitate roles for approval to business managers and role owners to ensure proper sign-off before roles are added or changed in target software systems to ensure adequate checks and balances.

e) Tool based request-review-response process across the user segments functionality for user Management which is based on ITIL standards

f) Access Control based on workflow engine to enforce policies through automated and structured processes – or sequences of activities.

g) Access request management executed through structured approval process with a work flow and an audit trail for the entire request for role assignment and changes

h) Flexible configuration of Workflows for access request approval, by dynamically determined set of responsible individuals.

i) Automatic access Risk Analysis within the approval process enabling the approver to view all possible Segregation of Duties and conflict in the request and require approvers to mitigate any potential access risks found prior to approval.

6.13 PROCESS & TOOL FOR AUTHORIZATION AND CONTROL OF ADMINISTRATOR CREDENTIALS LIKE SIGNATURES/ PASSWORDS

a) Open interfaces and Web services, to fully integrate into IT environment to extend the Control to virtually all the business applications and processes like the payment gateways and digital signatures

b) Facilitating multiple alternative options as the authoritative-user source and for credentials validation

c) Managing permissions across heterogeneous environments based on the business role of each user, to simplify administration and prevent unplanned access.

d) Integrated management tools, data synchronization and self-service.

e) Auditing and monitoring to facilitate central mechanism to see which user has or has had which access rights to which system

f) Centralized repository for enterprise-wide role documentation management, for all the core applications used in the system.

7 STAKEHOLDERS, ROLES & RESPONSIBILITIES

This section gives an overview of the roles and responsibilities of CHiPS and the SI. The detailed scope of work and responsibilities for SI are discussed in Section 7 of this document.

7.1 GOVERNANCE AND PROJECT MANAGEMENT STRUCTURES

A three – tiered governance structure is established by the Government of Chhattisgarh to provide the necessary Institutional backing for the roll-out of this project. The three tiers include

1. Empowered Committee
2. Core Committee headed by CHiPS
3. The Program Management Unit (PMU)

This three tier governance structure would further be supported by departmental working groups in the major user departments

The Empowered Committee would be the Policy Level Committee for e Procurement and would provide strategy to achieve policy direction. The Committee shall take decisions on strategic issues on the implementation of the e Procurement initiative. This committee would be chaired by the Chief Secretary and would consist of the Principal Secretaries / Secretaries of all the participating departments. The Empowered Committee will be assisted by the State e Procurement Core Committee.

CHiPS is identified as the nodal agency for managing and monitoring the implementation. The State e Procurement system Core Committee headed by CEO, CHiPS shall oversee the implementation of the Project and reports the status to the state Empowered committee. The Core committee consists of representatives of CHiPS and the participating departments of the State Government, Project Managers of the Consultant and Implementing agencies, procurement domain experts and technology experts.

The Program Management Unit (PMU) will handle the day-to-day operations of the Chhattisgarh state e Procurement system Project. The PMU would be housed within CHiPS office which would directly monitor the performance of the SI and adherence of the SI to the Service Level Agreement (SLA). In addition, the PMU will provide need based support and capacity augmentation for the State Departments on a request basis. The members of the PMU shall include Project Management Experts, Technology Experts, Financial Experts and Procurement Experts from Government and Industry.

At each of the major participating departments, Department Working Groups will be formed to ensure smooth implementation of the Chhattisgarh state e Procurement system Project. CHiPS shall also identify Nodal officers in each of the participating departments who shall act as the single point of contact at the department for the e Procurement system Project roll-out.

The vendors shall explain the organization structure they intend to deploy for managing the project from their side. The following information should be provided by the vendors in this regard:

a. Organizational diagram

b. Overall size of the team

c. Roles and responsibilities of team members

d. Size of the team deployed on-site

e. Team member profiles

Supported by a diagrammatic representation, the explanation has to be brief and precise, as per the formats given in this RFP.

7.2 RESPONSIBILITIES OF CHiPS

In summary, following outlines the key responsibilities of CHiPS in the proposed e Procurement implementation project.

i. Constitute the Governance and Project Management Structures from Government as required for e Procurement system implementation

ii. Evaluate the bids received in response to this RFP and select the SI

iii. Finalization of the agreement and the SLA with the SI

iv. Facilitate meeting of the Empowered Committee at regular intervals to take stock of the progress of the project, resolve issues and issue relevant Government Orders and guidelines with respect to procurement reforms.

v. Finalization of project implementation plan along with the timelines and deliverables in consultation with the SI.

vi. Co-ordinate with the departments and agencies implementing the project to ensure their participation in the e-Procurement initiative.

vii. Nominate nodal officers in participating departments who will be the department point of contact for the SI.

viii. Provide physical space in the State Data Centre for the deployment Infrastructure on which the application is hosted and data is stored.

ix. Develop IT and networking infrastructure at the departmental level to the extent required to participate in the CG state e Procurement system project.

x. Identification of list of personnel (government users and contractors) who shall be trained and issue communication to the trainees in consultation with the SI regarding the time and venue where the training activity is held.

xi. Provide office space required for conducting training programs.

xii. Continuous monitoring of the performance of SI using SLA criteria specified in the RFP

xiii. Select a reputed 3rd party as the agency for conducting security audit of the e procurement system

xiv. Creation of suitable structures and procedures to ensure that the payment that is due for the services rendered is paid on-time in terms of the SLA/Agreement conditions

xv. Act pro-actively to reform procurement processes

xvi. Tie-up with one or more Payment gateways to facilitate e-Payment (Receipts) towards Transaction fees

xvii. Tie-up with one or more Banking or Financial institutions to facilitate e-Payment (Receipts) towards Earnest Money Deposits during the bidding process

xviii. Tie-up with one or more Banking or Financial institutions to facilitate e-Payment via Treasury, towards payments to vendors upon completion of work / delivery of goods & services

xix. Select/ Empanel and build the necessary tie-up required with Certifying Agencies for the issuance of digital certificates

xx. Create a mechanism for resolution of disputes that may arise between the SI and the Government

xxi. Implement policy reforms and amendments as required for implementation of the project

xxii. Engage third party experts/agencies to perform the validation of deliverables during project design, development, implementation & operations phases

xxiii. Monitoring and managing project performance

xxiv. Identify & nominate public procurement SMEs to constitute the expert committees

xxv. Review of performance of the vendors and stakeholders and undertake corrective actions to achieve the project objectives

xxvi. Coordinate with all the stakeholders and third party agencies, vendors involved in the e Procurement Project

xxvii. Overall project issue & risk Management

xxviii. Reporting project progress, successes, issues and risks to the steering committee and support in taking corrective actions, where necessary

xxix. Project communications management

xxx. Shall also coordinate with nodal and implementation agencies for projects such as SWAN, SDC operators to ensure smooth implementation/integration of e Procurement system.

xxxi. Shall be responsible for coordinating and implementation of change & capacity building programmes, responsible for guiding the team's activities concerning stakeholder management, communications, benefits realisation, process improvement and training for successful implementation of e Procurement project.

xxxii. Shall prepare the training calendars, coordinate for implementation of the programmes, monitor the effectiveness of the programmes, incorporate the learnings and redefine the change & capacity building programmes etc.

7.3 RESPONSIBILITIES OF SI

The detailed scope of work, roles and responsibilities of SI for e Procurement system are discussed in detail in section 7 of the RFP document.

For the summary of roles and responsibilities of various stakeholders of Integrated e-Procurement project bidders may refer Table 1 given at Annexure XIV.

The SI shall set up a Project Office in Raipur, Chhattisgarh and staff it with Project Management Team, functional team, technical team and the operations and maintenance team for the entire duration of the project.

8 PAYMENT TERMS AND SCHEDULE

The primary pay out shall be the deliverable/milestone based fee payable to the SI during the Implementation period before Go Live. After this period, the payout during the O & M phase shall be transaction fee based on the number of bids & the number of bidders during the normal contract period of 5 years and a fixed ATS fee for the application and system software used in running the integrated e- procurement system by CHiPS or any public/ private agency identified by it for Operations and Maintenance of the system and services beyond the 5 years of O & M period.

The SI is required to provide the Integrated e-Procurement solution comprising of the following modules:

- Vendor management
- Indent management
- E-tendering
- E-Auctions
- Contract management
- E-Payments
- e-procurement portal
- Accounting
- MIS

It is to be noted that the SI shall provide a complete solution with all the modules listed above including implementing/ customising the modules. Decision on the usage of Indent management, e-auctions and contract management modules will be taken by the user department. The SI should provide the complete solution with all modules and implement these modules in the user departments.

The SI will be paid for the following components

1. Solution Cost
2. Hardware Cost
3. Implementation Cost
4. O & M support cost

8.1.1 Solution, Hardware and Implementation & ATS Cost –

Pay out for solution and hardware cost shall be on deliverable basis linked to a milestone. Implementation cost is linked to the number of departments in which the integrated e-Procurement system is rolled out and modules implemented per department. All deliverables and activities shall be strictly governed by the SLAs and relevant penalties as described in this RFP.

8.1.2 Operations, Maintenance and Support Phase payments–

The O & M support fee will be the basis for extending the usage of the system post normal contract period. All transaction fees shall be a flat fee for each module for ECV tenders and Non – ECV tenders separately.

The distinct modules for which transaction fee for the O & M support shall be charged are:

i. Indent management

ii. E-Tendering

iii. e Auctions

iv. Contract management

The modules such as MIS, e-Payments, Accounting are contingent to the above services and hence no separate payment mechanisms have been devised for them.

The methodology used for calculating the transaction fee varies for the above modules. These have been detailed for each of the units in the rest of this section.

The bidder is expected to quote per tender transaction fee for each module using the projected procurement transaction volume for the different modules.

The procurement data is an estimate of the procurement volume likely to be routed through the e procurement system. The estimate is prepared based on the volume of procurement handled by the Government of Chhattisgarh in the years 2010-2014 through the current e procurement system, both in number of tenders/ bids as also their value. However, the SI shall not regard the indicated numbers as a commitment or guarantee from the Government for providing such a volume of procurement transactions. While the commercial quote is the final output taken into consideration for bid-evaluation purposes, the rates quoted by the SI are the commitment the SI makes in their commercial bid response. A list of assumptions for the Revenue model has also been provided in Annexure VIII.

CHiPS would monitor the adherence to the Service Level Agreement by the SI. Based on the adherence to the SLA, CHiPS would make payments to the SI on a quarterly basis using the transaction fees quoted by the SI, using the actual procurement transactions in the e-procurement system as the basis.

In the proposed e procurement system, there shall be no charges towards obtaining the tender document in the as all tender documents shall be available for free downloading. The transaction fee for the e-procurement system shall be arrived at in a manner such that it would lead to lesser expenses to the vendor participating on the e procurement system as compared to participating in the manual procurement system. Also, in the electronic environment, the participating vendor shall save on the expenses incurred in visiting tender-issuing offices for clarifications, document submissions and pre-bid meetings.

It should be noted that the indenting, vendor registration, e tendering, Contract Management and supporting modules are closely linked and inter-dependent activities and hence implementation of one module has a bearing on the success and adoption of the other modules.

Successful e procurement implementations across the world have ensured that funds for its day-to-day operations can be generated through the e procurement platform. The recommended approach for Chhattisgarh will be revenue generated through the e-Procurement services is shared between the SI and CHiPS for a self-sustainable implementation. It is expected that such an arrangement shall provide enough funds to CHiPSin meeting the PMU costs, Capacity Building costs for the user departments and adoption programs for end-users.

It is to be noted that CHiPS shall decide, upon its discretion at any point of time during the project period, to levy service charges in addition to the transaction fee quoted per bidder per vendors participating in the proposed e Procurement system. This additional levy shall accrue to CHiPS only and the System Integrator of the proposed e Procurement system shall have no claim on the same. This fee will not have any bearing on the sharing of Revenues from the e Procurement system between CHiPS and the SI.

The methodology used for transaction fee calculation in these units is "flat fee per tender" for e tendering/Indent management/e Auctions and ''flat fee per signed contract'' in case of Contract management module

8.1.2.1 Share of Revenues paid to CHiPS

The SI is expected to share revenues from the transaction fee with the CHiPS. Such revenues shall be used by CHiPS primarily to fund the PMU and build the capacities of departments to increase adoption of e-Procurement by various departments as required during the implementation period. The share of revenue to be shared with CHiPS is fixed at 1% of the revenues from the e procurement system.

Table 8-5CHiPS share of revenues

Share of Revenue paid to CHiPS	%
% of the Total Revenue from all the above units (Fixed)	**1.00**

8.1.3 O & M and ATS services after the contract period

After the expiry of contract period and any extension thereof for the O & M support, the SI through the OEM is bound to provide ATS for the e-procurement solution for the length of period CHiPS intends to use the system. The ATS services for the complete e procurement system, including all the software elements will be applicable for perpetuity or for a period mutually agreed between the CHiPS and the SI or the respective OEM. The fee for provision of such ATS services by the SI shall be quoted by the SI in the financial bid. CHiPS shall pay such a fee annually for a period mutually agreed by CHiPS and the respective agency. For the purpose of calculation of Total Pay Out, ATS fee for one year are considered.

The ATS fee by the OEM will be the annual fee charged by the OEM for the e-procurement software, and payable to the OEM directly by GoC, as long as GoC intends to use the system. The OEM needs to submit a declaration to provide such ATS services.

Details	Fee per year in INR
O & M support fee	
Software ATS fee	
Total O & M support fee + software ATS fee per year	

8.1.3.1 Blended Man-month rate for any work to be provided by SI beyond the Scope of work defined in this RFP

It has been commonly observed in such large IT projects that additional services or extension of the services already provisioned are identified and required for successful implementation. To allow for any such efforts to be invested by the SI, which shall be based on mutual agreement between CHiPS and the SI, the going rate for Person Month of the Government of Chhattisgarh for various roles shall be considered for payment by GoC. The SI shall commit to provide these services at the prices prescribed for such services by the Finance department, GoC.

8.2 GUIDANCE CRITERIA

The bidders are asked to take into consideration the ground realities while quoting the fee to be charged for provision of the sought modules. Thereby, it is suggested that the bidders divide the fee charged among the various modules/units fairly evenly.

Since the O & M support fee for most of the modules is paid on a per-transaction basis, overcharging for provision for one or more of the modules would deter the implementation of those modules. The deterrence would imply lesser revenues for the SI and a challenging effort for the Government.

Estimated Transaction fee from each module for 5 years of project duration shall be calculated as

Modules	No of tenders*						Avg. no. of bidders (B)	O & M Transaction fee per tender quoted by bidder (C)	Total Transaction fees
	Year 1	Year 2	Year 3	Year 4	Year 5	Total (A)			
Indenting	1203	1382	1520	1671	1755	**7531**	**NA**		**=A*C**
E tendering	4253	4888	5374	5909	6203	**26627**	**3**		**=A*B*C**

E Auctions	425	489	537	591	620	**2663**	**3**		**=A*B*C**
Contract Management	1203	1382	1520	1671	1755	**7531**	**NA**		**=A*C**
Total	**7084**	**8141**	**8951**	**9842**	**10333**	**44352**			

Total Bid Value is calculated as:

Total Bid Value = Total Solution Cost (includes OEM License cost and OEM ATS cost for license for 4 years) + Total Hardware Cost + Total Implementation Cost + NPV of Estimated pay out for 5 years from Transaction fee (for O & M)+ NPV of Annual ATS fee quoted for 1 year(for 6th year)

8.3 INTEREST ACCRUED ON FEES

All interest accrued on the transaction fee or any other fees/deposits collected from the e Procurement system during the project period or beyond the project period before payment to the SI as per the terms of payment or otherwise shall be to the account of CHiPS or its representative/designated department only.

8.4 MAXIMUM NUMBER OF BIDS PER TENDER FOR WHICH THE SI SHALL BE PAID TRANSACTION FEES

The maximum number of bids per tender for which the SI shall be paid transaction fees shall be limited to 10 bids per tender. All transaction fees for bids above 10 bids per tender shall be solely to the account of CHiPS and the SI shall have no right to claim such transaction fees.

8.5 TERMINATION/ EXPIRY OF CONTRACT AND HANDOVER OF THE SYSTEM:

The total duration of engagement shall be implementation period of 6 months of implementation and rollout plus 5 years of O & M extendible for another 1 to 3 years. At the end of the contract period, the CHiPS may choose to continue with the current system and the current SI for O & M and ATS or choose to conduct a fresh bidding process for the Operations and Maintenance of the system.

The SI is expected to arrange ATS services for the application software and other system software to perpetuity or for a period mutually agreed between the software OEM and CHiPS at an annual fee quoted by the SI.

8.6 BIDDING FORMAT

The format for providing commercial quote for bidding is provided in Annexure IX of this document.

9 BIDDING PROCESS

9.1 GENERAL

9.1.1 Request for Proposal – Cost of Document

This Request for Proposal (RFP) is given to agencies, which have responded to the advertisement inviting bids for implementation of e-Government Procurement system for Government of Chhattisgarh and purchased the RFP documents. Both electronic and paper versions of this RFP document will be made available to each bidder. The RFP Document is not transferable to any other agency. The intent of this RFP is to invite proposals from the agencies (also referred to as 'bidders') to enable the Chhattisgarh InfoTech and Biotech Promotion Society (CHiPS), Government of Chhattisgarh, to select an System Integrator for Supply, Implementation and Support of e-Procurement system for the State. The cost of RFP document is Rs.10,000 (Rupees Ten Thousand Only) and shall be purchased from the address given below in Section 9.2.1 by submission of Demand Draft drawn from a nationalised bank in favour of CEO, CHiPS at Raipur, Chhattisgarh.

9.1.2 List of Documents comprising the RFP& Bidding Schedule

The Request for Proposal (RFP) document for the e procurement project consists of one volume.

The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal and forfeiture of the Bid Security (EMD).

9.1.3 Supplemental Information to the Request for Proposal

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

9.1.4 Proposal Preparation Costs

The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by CHiPS to facilitate the evaluation process, and in negotiating a definitive Service Agreement and all such activities related to the bid process. This RFP does not commit the CHiPS to award a contract or to engage in negotiations.

9.1.5 CHiPS' Right to Terminate the Process

The CHiPS makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone.

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

9.1.6 Bid Security/ Earnest Money Deposit (EMD)

Bidders shall submit, along with their Bids, Bid Security of Rs.10 lakhs (Rupees Ten Lakhs only) in the form of a bank guarantee issued by a nationalized bank in favour of 'CEO, CHiPS', payable at Raipur, Chhattisgarh. Bid security in any other form will not be entertained.

The bid security of all unsuccessful bidders would be refunded by CHiPS within 30 days of award of project. The bid security, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee.

The bid submitted without bid security, mentioned above, will be liable for rejection without providing opportunity for any further correspondence to the bidder concerned.

9.2 BIDDING SCHEDULE – KEY DATES

The table -1 may be referred for the bidding process schedule.

9.2.1 Contact Details

For any clarifications & communications with reference to the bid documents, the bidders are expected to communicate at the contact information provided below:

CHiPS
Shri Saurabh Kumar, *CEO,* CHiPS *Address: SDC Building, IInd Floor, Near Police Control Room, Civil Lines, Raipur-492001* *E-Mail:* ***ceochips@nic.in*** ***Ph : 0771-4014158***

9.2.2 Pre-Bid Conference

The CHiPS will host a Pre-Bid Conference, tentatively scheduled as **per table 1 at the location indicated at section 9.2.1 above** at the address referred in Section 9.2.1. In case there is a change in the date, time and venue of the conference, it will be intimated to all bidders who purchased the bid documents, through e-mail. The representatives of the respective organizations may attend the pre-

bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed e procurement solution requirements, and to provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the e procurement Project. Request for clarifications shall be sent by them through email/fax/post not later than the date and time mentioned in Table 1 before the pre-bid conference. All the requests shall be addressed to the contact person in CHiPS mentioned in Section 9.2.1.

Only those bidders who have registered using the form provided in the RFP and paid the document fees will be eligible to participate in the pre-bid conference.

The bidders, who have downloaded the document, should pay the document fees and submit the registration form, to participate in the pre-bid conference.

9.2.3 Bidder Inquiries and CHiPS Responses

1. All Requests for Clarifications (RFC) on the bidding terms or the specifications or any statement in this RFP document should be sent in the format provided in this RFP document.
2. Only those queries sent by the designated contact person of the bidder, as indicated in the registration form while purchasing the RFP documents, will be entertained. Queries sent by anybody else from the bidder organization or its associates will not be entertained.
3. While potential bidders can send the RFCs before the registration, the RFCs of the particular bidder will be answered only after receiving the registration form and the document fees.
4. All RFCs should be sent by email from email id of the designated contact person of the bidder from his/her official email id on or before date / time specified in section 9.2.1. Telephone calls or in person interviews/discussions will not be accepted/ entertained. The GoC will not take the responsibility to acknowledge the receipt of the queries by email. In no event will the GoC be responsible for ensuring that bidders' inquiries have been received by the GoC.
5. The GoC will share the answers for the queries from each of the bidders, with all the bidders at the Pre-bid meeting and subsequently through an email communication to all designated representatives of the bidders and will also be made available for download on the CHIPS website.
6. The GoC will not be responsible for any queries which any of the bidders claim to have sent and which did not reach the designated email ids of The GoC.
7. Any queries/clarifications related to the RFP should be sent to the following email id: ceochips@nic.in with the text "[The CG e procurement System - RFC]" may be included in the subject line.
8. The queries from companies, who have not registered to receive the bid documents and not paid the bid document fees, will not be answered.

All enquiries from the bidders relating to this RFP must be submitted in writing exclusively to the contact person notified by CHiPS as above. The mode of delivering written questions shall be

through email only. CHiPS shall not be responsible for ensuring that bidders' inquiries have been received by the CHiPS.

After the RFP is issued to the bidder, the CHiPS shall accept written questions/inquiries from the bidders. The CHiPS will endeavour to provide a complete, accurate, and timely response to all questions, including the Minutes of the Meeting for the pre-bid conference, to all the bidders. However, CHiPS makes no representation or warranty as to the completeness or accuracy of any response, nor does CHiPS undertake to answer all the queries that have been posed by the bidders. In no event, the prospective bidders for this RFP shall assume that the unanswered queries have been accepted by CHiPS. All responses given by the CHiPS will be distributed to all the bidders. No request for clarification from any bidder shall be entertained after the prescribed date and time in **section 9.2.1 above.**

9.2.4 Venue & Deadline for submission of proposals

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

Shri Saurabh Kumar,

CEO, CHiPS

Address: SDC Building, IInd Floor, Near Police Control Room, Civil Lines, Raipur-492001

E-Mail: ***ceochips@nic.in***

Ph: 0771-4014158

Last Date & Time of submission: as **per schedule given in section 9.2.1 above**

The CHiPS may extend the deadline for submission of proposals by issuing an addendum or by intimating all bidders who have been provided the RFP, in writing or through e-mail. In this case, all rights and obligations of CHiPS and the bidders who have been previously subjected to the original deadline will thereafter be subject to the extended deadline.

9.2.5 Late bids

Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall be out rightly rejected.

9.2.6 Bid Opening

Bids will be opened as per schedule given in **section 9.2.1 above** in the presence of the bidders who choose to be present. Bidders participating in the bid opening should record their presence in the

register maintained for this purpose. No costs are payable to the bidder for participating in the bid opening

9.3 BIDDING INSTRUCTIONS AND CONDITIONS

Proposals must be direct, concise, and complete. All information not directly relevant to this RFP should be omitted. CHiPS will evaluate bidder's proposal based on its clarity and the directness of its response to the requirements of the project as outlined in this RFP. To assist in the preparation of proposal, CHiPS is making available an electronic version of this RFP.

9.3.1 Documents part of RFP

This RFP provides information regarding the Project Implementation plan, Services to be covered and corresponding process related documentation and other related information, scope of work for the selected bidder and functional requirements for the services included in the scope of this RFP and the General Terms & Conditions with respect to the bid process management to be adopted for the proposed project.

Pre- bid clarifications or Addendum/ Corrigendum issued by CHiPS

9.3.2 Documents comprising the bidders' proposal

9.3.2.1 Proposal submitted by the bidder shall comprise the following:

i. Proposal covering letter (covering letter is set forth in Annexure I of this RFP).

ii. Bid Security

iii. Pre-Qualification proposal in the format as specified in Section 9.3.3

iv. Technical proposal in the format as specified in Section 9.3.5

v. Financial bid as specified in Annexure IX of This RFP of this RFP. The bidders also may share the supporting information on financials that can provide rationale for the prices quoted.

vi. Any other information that is required to be submitted in the proposal process.

Each page of the hardcopy of the financial bid must be signed by the authorized signatory of the bidding organization.

The bidders must submit proposal both in hard copy and soft copy format properly labelled except the Financial Bid. The Financial bid shall be submitted in hard copy only as prescribed in Annexure IX Form X.

9.3.2.2 Bidder shall submit with its proposal, inter-alia, and the following attachments:

A board resolution authorizing the Bidder to sign/ execute the proposal as a binding document and also to execute all relevant agreements forming part of RFP.

Bidders shall furnish the required information on their technical and financial strengths in the enclosed formats only and properly attested copies of all necessary citations, annual audited accounts etc. Any deviations in format may make the bid liable for rejection. The bid shall be attached with the covering letter as specified in Annexure I and shall be enclosed in the main envelope, which has the Bid

Security, Technical and Financial bid Envelopes. Proposals not submitted with this covering letter shall be liable for rejection.

9.3.3 Eligibility Criteria

A single company registered in India are eligible to submit bid for the project. A company shall submit only one response to the RFP.

9.3.3.1 Prequalification Criteria

Pre-qualification Criteria for the OEM and proposed Product:

S.No.	Particulars	Eligibility Criteria	Proof / Documents Required
1	COTS Solution	Proposed commercially available Off-The-Shelf (COTS) is software application listed in reputed analyst reports by Gartner or Forrester or IDC for the previous year in the leaders / strong performers quadrant/ wave or among top five global strategic sourcing / procurement / Supplier Relationship Management (SRM) solution, which is readily deployable with or without configuration to suit the customer's specific process requirements and does not involve developing the application from scratch. Proposed COTS software solution shall also be available with complete transparency including operation manuals, help documents and online community.	Attach the Self–Certified Copy of the relevant report.
2	Company profile	The OEM - company should have a global presence and turnover of more than Rs. 1000 crores per year from software sales in India for the last three years or Rs. 20,000 crores in equivalent of India currency globally for the last three years	OEM Self -Certificate Stating Turnover
3	Support Undertaking	OEM should provide the authorisation and support for the proposed solution in the required format.SI shall build minimum 10% of man-month effort from OEM services throughout the project lifecycle till Go Live or start of O&M phase to minimum under audit and expert services. SI should continue to own sole responsibility of implementation.	Authorisation and support form in the required format duly signed by authorised signatory of OEM
4	Presence in India	The product company should have minimum 10 year presence in India	OEM Self - Certificate with Supporting Document

S.No.	Particulars	Eligibility Criteria	Proof / Documents Required
5	Presence in PSU/Government Departments (State or Central) / Indian Industries.	The OEM should have at least 3 references in PSU/ Government Departments/ Large private enterprise in India, each having more than 500 users using this application.	Customer Reference List along with OEM Self Certification
6	R&D, Training &Support facilities in India	The OEM should have • a 24x7x365 support centre, • R&D Facility and • Training facilities In India. OEM should provide support for issues with service level. The product vendor should have a road map for the e-procurement product. OEM should have in minimum 5,000 (five thousand) manpower India.	OEM certificate for support centre, Training Facility and R&D facility in India. OEM certificate for number of manpower employed in India. Copy of product road map.
7	Implementation Partners	COTS software shall be implementable or deployable and maintainable by more than two partners other than the manufacturer or agency developed the COTS software.	Self-Certification from OEM
8	Unicode	Application should be Unicode Compliant	Self-Certification from OEM

Pre-qualification criteria for the System Integrator are:

S.No	Particulars	Eligibility Criteria	Proof / Documents Required
1	General	The Bidder must be a company registered under Indian Companies Act 1956 or LLP Act 2008 or the Partnership Act 1932 or Public Sector Undertaking (PSU) of Government of India	Copy of registration certificate
2	Incorporation	The Bidder should have been in operation for at least **three** years as of 31st March 2014 as evidenced by the Certificate of Incorporation and Certificate of Commencement of Business issued by the Registrar of Companies, India.	Copy of registration certificate
3	Turnover	The Bidder shall have an average annual turnover of Rs. 50 crores (revenue) during the last 3 financial years ending 31st March 2013 from IT/ ICT / ITeS related operations, as evidenced by the audited accounts of the company.	Certificate Stating Turnover & audited balance sheet

S.No	Particulars	Eligibility Criteria	Proof / Documents Required
4	Net Worth	Bidder should have a positive net worth as evidenced by the audited accounts of the company.	Certificate Stating Turnover & audited balance sheet
5	Experience	The Bidder must have a proven record of at least one implementation of the solution proposed in any of the previous three financial years and must satisfy the following: • Must be necessarily web based and client-end PKI enabled with inbuilt work flows • Cumulatively processed at least 500 tenders in this implementation • E-Tendering module of the proposed solution must have been mandatorily implemented/ used in the cited experience `above in the last three financial years.	Customer Reference List along with Self Certification from Prime Bidder
6	Certification	The bidder of the proposed e Procurement solution must be a SEI - CMM Level 3 / SEI - CMMi Level 3 / equivalent company	Customer Reference List along with OEM Self Certification
7	Manpower	The bidder must have a team of at least 200 IT professionals on its rolls.	

Note:

Only those bidders who meet the pre-qualification criteria specified above will be eligible to respond to this RFP. The bidder's pre-qualification proposal and OEM qualification criteria shall contain the relevant information & supporting documents (as specified in Annexure I against each criteria) to substantiate the eligibility of the bidder vis-à-vis the pre-qualification criteria.

9.3.4 Undertakings to be submitted for PQ

- Undertaking from the Bidder that the proposed e Procurement solution will be certified for security and controls by a certifying agency like STQC or any third party agency as decided by CHiPS before Go-Live of the proposed e Procurement system
- The company should not have been black listed or barred from participation in the government procurement activities in India

9.3.5 Technical Proposal

The technical proposal should contain a detailed description of how the bidder will provide the required services outlined in this RFP. It should articulate in detail, as to how the bidder's Technical Solution meets the requirements specified in the RFP. The technical proposal shall not contain any pricing information in full or part. In submitting additional information, please mark it as supplemental to the required response. If the bidder wishes to propose additional services (or enhanced levels of

services) beyond the scope of this RFP, the proposal must include a description of such services as a separate attachment to the proposal.

The technical proposal should address the following at the minimum:

- Overview
    - Overview of the Proposed Solution that meets the requirements specified in the RFP
    - Overall proposed e procurement Solution architecture covering
        - Application Architecture
        - Technical architecture
        - Security architecture
        - Integration Architecture
        - Data Centre and DR Architecture
        - Network architecture
    - Proposed technical standards for the solution
    - Architecture and approach for addressing scalability, high availability, performance, Inter-operability, Reusability, Manageability and Governance tools
    - Unpriced Bill of material of all the components with the specifications (e.g. software, hardware, etc.), excluding the costs as per format provided in Form VI in Annexure IX
- Approach & Methodology
    - Approach & Methodology for implementation of project development and implementation including the project plan
    - Approach for requirements validation, software development/ customisation, testing, and implementation and roll out plan, usage of tools etc.
    - Addressing the training requirements & Change Management Strategies Communication Strategy for key stakeholders of the e procurement project
    - Key Deliverables (along with example deliverables , where possible)
    - Project Management, reporting and review methodology
    - Strategy for conducting Operations & Maintenance for e procurement Solution
    - Risk Management approach and plan
- Software and licences
    - The Complete bill of materials of the software, applications proposed
    - The details of intellectual property ownership of all distinct elements of the software
    - The licensing agreements for each of the software elements or applications, the draft copies of the licensing agreements with details of usage conditions

- The ATS conditions for all the software applications proposed
- The above details will be for all the software including if there are any, owned by the SI
- If there are third party OEM software, applications, declarations by the respective OEMs, as per the formats provided in annexure

- Requirements
  - IT Infrastructure Implementation, Operations & Service Level Management Plan
  - Data Migration & Quality Assessment Plan & Methodology etc.
  - Solutions/Products proposed for platform & technologies for the project
- Resources
  - Relevant experience in
    - Development and implementation of e procurement solution
    - Development and implementation of related IT Solutions
    - Implementation and management of Data Centre& Disaster Recovery Centre
    - Operations & Maintenance of large IT Projects including application software & supporting IT Infrastructure including help desk services
    - Implementation of IT projects on ASP/PPP model
  - Project team structure, size, capability and deployment plan (Total Staffing plan including numbers) separately for each Phase.
  - Level of skills & relevance of experience of
    - Project Management Team
    - Domain experts
    - Design and Development Team
    - Operation and Maintenance Team
    - Change Management and Training experts
  - Professional Qualifications of proposed resources
  - Relevant certification of proposed resources
  - Profiles of resources proposed for the project (to be provided in the format included in annexure II)

    The bidder shall provide an undertaking, on a separate letter on company letter head signed by the authorized signatory, in the technical bid that all the profiles of the proposed resources are complete and accurate. In addition, each profile shall be signed by the resource (*of whom the profile is submitted*) and the authorized signatory. If the signature of the resource couldn't be obtained, the authorized

signatory, in each profile shall mention and certify that he has obtained the consent of the respective employee on the accuracy and completeness of qualifications and experience specified in the profile.

- Annexures
    - Conformance status to some of key security and functional requirements that is essentially required for the solution, which is listed in the enclosed checklist.
    - List of government departments/ organisations and number of tenders successfully processed through the proposed e-Procurement solution as per the requirements mentioned in the checklist during the last three financial years prior to 31-3-2014
    - Details of sub-contractors, if any, should be disclosed at the time of proposal as per Para 3.4.2.
    - Certification from the software and hardware vendors (including COTS products vendors) on the Infrastructure proposed by bidder that proposed hardware is compatible with the software and meets the performance requirements considering the number of locations, users and transactions.
    - SI bidder's experience, to be provided in the format specified in Annexure IX

The required data projections on transaction numbers and the list of assumptions made in the data is provided in Annexure VIII.

The technical proposal shall also contain bidder's plan to address the key challenges anticipated during the execution of the project. The bidder is expected to provide bill of materials for the proposed solution as part of technical proposal without price quote. The Bill of Materials/ deliverables as given in the technical solution should be in consonance with the financial bid. Any deviations between technical and financial bids shall make the proposal unresponsive and may lead to disqualification of the proposal. CHiPS reserve the right to take appropriate action in this regard.

CHiPS is also open to any suggestions that the bidder may want to render with respect to the approach adopted for the assignment in the light of their expertise or experience from similar assignments. However, this should not lead to the submission date being missed or extended.

9.3.5.1 Manpower deployment plan and resources to be dedicated to the project

Bidder must provide the following information:

- Description of the prior experience and expertise of the resources in the organization that would enable the organization to provide robust and standardised products and services;
- Resumes of manager(s) responsible for the management of this project, highlighting pertinent experience.
- Profile of bidder and/or sub-contracted personnel who would be directly assigned to provide services pertaining to this contract and the specific function each individual would perform;
- All the resumes of the proposed team should be given in the format provided in Annexure II.

- Bidder should deploy an on-site team at Raipur during the normal contract period. Details of the team members, their role, qualifications and experience requirements are provided in Annexure XI. Resumes of these resources should be provided in the format in Annexure II

9.3.6 Financial Proposal

Unless expressly indicated, bidder shall not include any technical information regarding the services in the Financial proposal. Prices shall be quoted entirely in Indian Rupees.

The financial bid must be summarized in the Commercial bid format in the format specified in Annexure IX of this RFP. The bidder must submit only hard copies of the financial bid. Submission of soft copy of the financial bid along with the bid documents shall render the bid invalid.

The bidders shall mandatorily quote for all the requirements of e procurement Implementation, including any items which are not identified in the formats provided for successful implementation of the project and subsequent operations & maintenance in line with SLA.

During the financial proposal preparation the SI shall include costs for all necessary infrastructures (including software and hardware) as stated in its technical bid, required to operationalize e procurement Solution. The Infrastructure proposed by SI shall address the functional, performance, security and availability requirements as stated in the RFP. The SI shall be solely responsible for any financial implications on items not considered in the proposal and which are required for operationalization of the e procurement Solution. The Bidder's request for modification of financial proposal on grounds that certain components of solution were not accounted by it during the financial proposal preparation either advertently or otherwise shall not be considered after the lapse of bid submission date.

The bidder shall quote all inclusive costs against each and every component as provided in Annexure IX of this RFP that are required for implementation of e-Procurement solution for the CHiPS during the contract period. Cost quoted for the hardware shall include the cost of installation, configuration according to CHiPS Requirements.

9.3.7 The condition for financial proposal

Some of the key conditions for the pricing are

a) The bidders are required to provide all the services listed in this RFP, by installing, commissioning and operating all the hardware and software required for the e-procurement project and the prices quoted reflect that these are rendered satisfactorily

b) All the software, hardware etc., being proposed by the bidders to meet the requirements of this project shall be owned by CHiPS.

c) The bidders are expected to price their commercial bids, with an understanding that the different elements like hardware, software etc., proposed for the projects are fully paid for the capital and operational costs by CHiPS, during the normal period of the contract.

d) The TPO is considered to be the total cost of the project including the capital expenditure and operational expenditure

e) The volumes of transactions as provided in Annexure VIII are estimated values and shall be used to for calculating and comparing the commercial bid values only. These estimates do not imply any obligation or commitment on the part of the GoC to ensure such volumes of transactions take place through the proposed e procurement system. Each bidder is advised to make their own assessment of the business risks associated with such estimates.

f) Any deduction in payment due to non-conformance to services, or changes in payment due to change in the volume of services are considered as the normal risks of the business and not considered as a part of the normal pay out

9.3.8 Deviations and Exclusions

The bidder shall provide the deviations and exclusions, if any, from the defined scope of proposed e procurement solution in the format provided in Annexure III. CHiPS will not accept/ consider any deviations in the bidding terms and conditions of this RFP.

9.3.9 Source Code

CHiPS shall have a non-exclusive, non-replicable and transferable right (license) to use the source code of the proposed e procurement software in the event of OEM being bankrupt or ceases its business or stop supporting offered software product / programs to run this project during and beyond the project on a perpetual basis. OEM should submit a self-declaration to this affect as part of authorisation certificate as indicated in Annexure XVI.

The latest version of the Source Code for the entire solution shall be kept in a repository (a 3rd party escrow account), after the initial certification by a 3rd Party and before the 'Go Live' by the SI. The SI shall ensure that the Source code shall be updated during the entire contract duration on a periodic basis with the time interval between consecutive updates not exceeding six months. Bidders should submit a declaration to this affect.

9.3.10 Total Responsibility

Bidder should issue a statement undertaking total responsibility for the defect free operation of the proposed e procurement Solution, which shall not include any conditional statements.

9.3.11 Signature

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

9.3.12 Bid Submission

Submission of bids shall be in accordance with the instructions given in the Table below. Bidders shall submit their responses/bids at the office of CHiPS as indicated in Section 9.2.1before the date and time for bid submission indicated in Section 9.2.1.

Envelope 1 : Bid Security (EMD)	The envelope containing the Bid Security shall be sealed and super scribed "**Bid Security – e procurement Project**"

Envelope 2 : Pre-Qualification Proposal	The Pre-Qualification Proposal shall be prepared in accordance with the requirements specified in Section 9.3.3 and in the forms prescribed in Annexure IX of this RFP. The Pre-Qualification Bid should be submitted in hard copy (one original and one duplicate copy) and 2 **non-rewritable CDs** format only. The words "**Pre-Qualification Proposal – e procurement Project"** shall be written in indelible ink on the hardcopy and CDs. The hardcopy and CDs shall be put in the envelope which shall be sealed and super scribed "**Pre-Qualification Proposal – e procurement Project"** on the top right hand corner and addressed to the CHiPS at the address specified in Section 9.2.1of this RFP. This envelope ***should not*** contain the technical or financial bid, in either explicit or implicit form, in which case the bid will be rejected.
Envelope 3 : Technical Proposal	The Technical Proposal shall be prepared in accordance with the requirements specified in Section 9.3.5 and in the forms prescribed in Annexure IV and XV of this RFP. The Technical Bid should be submitted in hard copy (one original and one duplicate copy) and on 2 **non-rewritable CDs** format only. The words "**Technical Proposal – e procurement Project"** shall be written in indelible ink on the hardcopy and CDs. The CDs shall be put in the envelope which shall be sealed and super scribed "**Technical Proposal – e procurement Project"** on the top right hand corner and addressed to the CHiPS at the address specified in Section 9.2.1 of this RFP. This envelope and CDs ***should not*** contain any part of the Financial bid, in either explicit or implicit form, in which case the bid will be rejected.
Envelope 4: Financial bid	The **Financial bid** shall be submitted in a sealed envelope as per the forms prescribed in Annexure IX of this RFP. The **Financial bid** shall be submitted in Hard Copy (one original and one duplicate copy) **only**. The words **"Financial bid– e procurement Project"** shall be written in indelible ink on the hardcopy. The Hard Copy shall be signed by the authorized signatory on all the pages before being put in the envelope and sealed. The envelope should also be super scribed **"Financial bid- e procurement Project". (Not to be opened with the Technical Proposal)** at the top right hand corner and addressed to the CHiPS at the address specified in Section 9.2.1 of this RFP. In case of discrepancy the original will prevail. Note: Unsigned Hard Copy of the Financial bid will lead to rejection of the bid.
Envelope 5	All the above 4 envelopes along with the proposal letter should be put in envelope 5 which shall be properly sealed. The outside of the envelope must

	clearly indicate the name of the project **("Proposal for Supply, Implementation and Support of e- Procurement system - for Government of Chhattisgarh")**
Note:	The outer and inner envelopes mentioned above shall indicate the name and address of the agency. Failure to mention the address on the outside of the envelope could cause a proposal` to be misdirected or to be received at the required destination after the deadline.

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

9.3.13 Period of Validity of Proposals

The proposals shall be valid for a period of 180 days from the last date of bid submission. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his proposal.

In exceptional circumstances, at its discretion, CHiPS may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing (or by fax or email).

9.3.14 Amendment of Request for Proposal

At any time prior to the deadline for submission of proposals, CHiPS, for any reason, may modify or amend the RFP by addendum or corrigendum notified in writing or by fax or email to all bidders who have received this RFP and such amendment shall be binding on them. CHiPS, at its discretion, may extend the deadline for the submission of proposals.

9.3.15 Language of Proposals

The proposal and all correspondence and documents shall be written in English. All proposals and accompanying documentation will become the property of the CHiPS and will not be returned. The proposal written in a language other than English may be treated as defective, invalid and rejected.

9.3.16 Prices

The bidder shall arrive at a final Bid value (based on his quote) for the entire project on a single responsibility basis. The successful bidder shall be solely and severally held responsible for the components / services provided during the period of contract. CHiPS **reserves the right to procure the components/services listed in this RFP in whole or in part.** No adjustment of the contract price shall be made on account of any variations in costs of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract. The Contract price shall be the only payment, payable by CHiPS to the successful bidder for completion of the

contractual obligations by the successful bidder under the Contract, subject to the terms of payment specified in the contract. The price would be inclusive of all taxes, duties, charges and levies as applicable.

The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of project. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.

9.3.17 Correction of errors

Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted price will be entertained after the deadline for proposals submission All corrections in the proposal, if any, should be submitted in a separate sealed envelope before the deadline for proposal submission clearly mentioning the corrections along with corresponding quotes in the proposal submitted and duly signed on the document and the envelope by the person signing the proposal form., failing which the figures for such items may not be considered.

Arithmetic errors in proposals will be corrected as follows:

a) In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern.

b) In case of discrepancy between the cost quoted in the pricing summary sheet for a component and the total cost provided for the component in the detailed cost breakup sheet, the cost quoted in the pricing summary sheet for the component will be considered.

c) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.

The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.

The amount stated in the Price Proposal will be adjusted by CHiPS in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount of Financial Proposal, its Proposal will be rejected and EMD of the bidder will be forfeited.

9.3.18 Non-Conforming Proposals

A proposal may be construed as a non-conforming proposal and ineligible for consideration if it does not comply with the requirements of this RFP. Failure to comply with the technical requirements, and acknowledgment of receipt of amendments, are common causes for holding proposals non-conforming.

If a proposal appears to be “canned” presentations of promotional materials that do not follow the format requested in this RFP or do not appear to address the particular requirements of the proposed e procurement Solution, and any such bidders may also be disqualified.

9.3.19 Disqualification

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

a. Proposal not submitted in accordance with the procedure and formats prescribed in this document are treated as non-conforming proposal.

b. Proposal not accompanied with a valid bid security for the specified amount

c. Bid validity is falling short of six months from the date of bid submission end date.

d. During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices.

e. The bidder's proposal is conditional and has any deviations from the terms and conditions of RFP.

f. Proposal is received in incomplete form.

g. Proposal is written in a language other than English

h. Proposal is received after due date and time.

i. Proposal is not accompanied by all the requisite documents

j. If Bidder provides price quotation only for one or part of contemplated services and not for all services

k. Information submitted in technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.

l. Bids not submitted with certification from software solution provider with respect to compatibility of software solution and IT infrastructure proposed for the solution

m. If there is a material difference in the solution proposed in the technical bid and the solution proposed in the financial bid.

n. Technical bid contains any financial information

o. Parts or full financial bid is enclosed in the same envelope as technical proposal.

p. Failed to provide clarifications related thereto, when sought during the bid evaluation stage;

q. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process

r. In case any one party submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/bidders are withdrawn upon notice immediately.

   Bidders may specifically note that while evaluating the proposals, if it comes to CHiPS' knowledge expressly or implied, that some bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the bidders so involved are liable to be disqualified for this contract as well as for a further period of three years from participation in any of the tenders floated by CHiPS.

s. Any conviction of the bidder in court case/legal proceedings, tax evasion case.

t. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;

u. Bidder has been blacklisted by Chhattisgarh State Government or any of their PSUs.

9.3.20 Modification and Withdrawal of Proposals

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

9.3.21 Conflict of Interest

Bidder shall furnish an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the bidder due to prior, current, or proposed contracts, engagements, or affiliations with CHiPS. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the RFP.

9.3.22 Acknowledgement of Understanding of Terms

By submitting a proposal, each bidder shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and annexure hereto, and has fully informed itself as to all existing conditions and limitations.

9.3.23 Conditions

The following terms are applicable to this RFP and the bidder's proposal.

i. This RFP does not commit the CHiPS to enter into a service agreement or similar undertaking with the bidder or any other organization and the CHiPS shall have the right to reject or accept any proposal or offer, or any part thereof (e.g., any component of any proposed solution) for any reason whatsoever. The CHiPS reserves the right to enter into relationships with more than one bidder; can choose not to proceed with any bidder with respect to one or more categories of services/requirements outlined in this RFP; and can choose to suspend the project or to issue a new RFP for this project that would supersede and replace this one.

ii. Each bidder shall make the following representations and warranty in its proposal cover letter, the falsity of which might result in rejection of its proposal: "The information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the CHiPS, is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the CHiPS as to any material fact."

iii. The CHiPS is not restricted in its rights to use or disclose any or all of the information contained in the proposal, and can do so without compensation to the bidder. The CHiPS

shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

iv. Any work product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the CHiPS unless stated otherwise in the definitive service agreement.

v. Timing and sequence of events, as discussed in this RFP, resulting from this RFP shall ultimately be determined by the CHiPS.

vi. No oral conversations or agreements with any official, agent, or employee of the CHiPS shall affect or modify any terms of this RFP, and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of the CHiPS shall be superseded by the Agreement that results from this RFP process. Oral communications by the CHiPS to bidders shall not be considered binding on the CHiPS, nor shall any written materials provided by any person other than CHiPS.

vii. Proposals are subject to rejection if they limit or modify any of the terms and conditions or specifications of this RFP.

viii. By responding, the bidder shall be deemed to have represented and warranted: that its proposal is not made in connection with any competing bidder submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the bidder did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the CHiPS participated directly or indirectly in the bidder's proposal preparation.

ix. Neither the bidder nor any of bidder's representatives shall have any claims whatsoever against the CHiPS or any of its respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).

x. Until the contract is awarded and during the currency of the contract, bidders shall not, directly or indirectly, solicit any employee of the CHiPS to leave the CHiPS or any other officials involved in this RFP process in order to accept employment with the bidder, its affiliates, or any person acting in concert with the bidder, without prior written approval of the CHiPS.

9.4 BID OPENING & PROPOSAL EVALUATION PROCESS

Total transparency will be observed while opening of proposals. CEO, CHiPS reserves the right at all times to postpone or cancel a scheduled Tender opening. The venue for the opening of proposals is given below:

Address: SDC Building, IInd Floor, Near Police Control Room, Civil Lines, Raipur-492001

Date and timing of opening the pre-qualification proposals: As per schedule in Section 9.2.1

In the event of the specified date of bid opening being declared a holiday, the bids shall be opened at the appointed time and location on the next working day.

9.4.1 General Guidelines for tender opening

a. Bids will be in three parts (pre-qualification, technical and financial) as indicated in this RFP. There will be two bid-opening events (i) for the pre-qualifications and Technical Bids and (ii) for the Commercial Bids.

b. After evaluation of the pre-qualification and technical proposals, the commercial proposals of only those bidders, who qualify in technical evaluation, will be opened.

c. The venue, date and timing for opening the Pre-qualification &Technical and Commercial proposals will be informed to the bidders at the appropriate time, with adequate notice.

d. All the proposals will be opened in presence of the bidder's representatives.

9.4.2 Bid opening sessions

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

9.4.3 Opening of Bid Security envelope

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

9.4.4 Evaluation of Pre-Qualification Proposals

The objective of the pre-qualification proposal evaluation stage is to ascertain the bidder's technical skill base and financial capacity are consistent with the needs of the project. The Pre-Qualification Proposal will be evaluated to verify if the bidder meets the pre-qualification criteria as mentioned in herein below at section 9.3.3 in this RFP.

9.4.5 Evaluation of Technical proposals

The envelope containing Technical Proposals of only those bidders, whoqualified in pre-qualification evaluation shall be opened for technical evaluation. The bids will then be passed on to a Technical Evaluation Committee (the "Committee") appointed by CHiPS for evaluation. The evaluation of the Technical bids will be carried out in the following manner:

The bidders' technical solution proposed in the bid document are evaluated as per the requirements specified in the RFP and adopting the evaluation criteria spelt out in Annexure IV of this document. The Bidders are required to submit all required documentation in support of the evaluation criteria specified in Annexure IV (e.g. detailed project citations and completion certificates, client contact information for verification, profiles of project resources and all others as required for technical evaluation.

Technical Proposal Presentation and Proposed Application Demonstration: The committee shall invite each bidder to make a presentation to CHiPS at a date, time and venue determined by CHiPS. The bidder shall also give a detailed live demonstration of the proposed Application with respect to functionalities and security features with the help of one procurement cycle in all the mandatory modules from a live site and the same shall be the basis for technical evaluation of the proposed Application. For this purpose the bidder shall demonstrate the entire lifecycle of a tender in the proposed solution. The purpose of such presentations would be to allow the bidders to present their proposed solutions to the committee and the key features of their proposals.

The Technical Evaluation Committee may seek written clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Oral clarifications provide the opportunity for the committee to state its requirements clearly and for the bidder to more clearly state its proposal. The committee may seek inputs from their professional, technical faculties in the evaluation process.

Depending on the evaluation criteria mentioned in Annexure IV, each Technical Bid will be assigned a technical score(Tb) out of a maximum of 100 points.

Only the bidders, who score a Technical score (Tb) of 70 (Seventy) or more, will qualify for the financial bid evaluation. The bidders are also required to score the minimum cut-off mark defined for each parameters defined to qualify.

9.4.6 Evaluation of Commercial Bids

The Financial bids of only technically qualified bidders will be opened. Those technically qualified bidders who have also deposited the Bid Security shall be termed as Substantially Responsive (i.e. eligible and technically qualified and have also deposited Bid Security). The Client's determination of a Bid's responsiveness is to be based on the contents of the Bid itself and not on any extrinsic evidence. However, while determining the responsiveness of various Bidders, the Client may waive off any minor infirmity, which does not constitute a material deviation. The decision of the Client in this regard shall be final. The Commercial proposals of the technically qualified bidders will be evaluated as per the evaluation criteria mentioned below:

I. The bidder is required to calculate the Bid Value using the projections of transaction volumes depicted in Annexure VIII.

II. The Bid value will be considered for the commercials of each technically qualified bidder.

III. Commercial Evaluation scores

Evaluation of the financial bids shall be done jointly and severally based on the quotes provided for all modules. The lowest Commercial (Bid value) value (Cm) among technically qualified bids would be given the maximum financial score (i.e. 100). Financial scores of the other financial bids shall be calculated as per the formula below:

Cn = (Cm/Cb) x 100

Where Cn = Financial score of the bid under consideration

Cm = Lowest Bid Value in INR

Cb = Bid Value in INR of the bid under consideration

9.4.7 Final Selection of Implementing Agency

Final Selection shall be based on the QCBS method where the Technical score (Tb) is given a weight of 0.6 i.e. (60%) and financial score is given a weight of 0.4 i.e. (40 %).

Final Score of the bid = (0.6 x Tb) + (0.4 x Cn)

The bid with the highest final score calculated in this fashion shall be considered as the best value bid. In case of a tie, the bid that scored a higher Technical score (Tb) among the bids in a tie will be considered the best value bid.

9.4.8 Negotiations, Contract Finalization and Award

Under exceptional circumstances, the CHiPS reserves the right to negotiate with the bidder(s) whose Final score has been ranked the highest by the committee. A contract will be awarded to the responsible, responsive bidder whose proposal conforms to the RFP and is, in the opinion of the CHiPS, the most advantageous and represents the best value to the proposed e procurement Project, price and other factors considered. Evaluations will be based on the proposals, and any additional information requested by the CHiPS.

9.4.9 CHiPS' Right to Accept Any Proposal or Reject Any or All Proposals

CHiPS reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected.

10 AWARD OF CONTRACT

10.1 AWARD CRITERIA

CHiPS will award the Contract to the successful bidder whose proposal has been determined as the best value proposal based on Technical and Financial evaluation criteria.

10.2 NOTIFICATION OF AWARD

Prior to the expiration of the validity period (proposals shall be valid for a period of 180 days from the last date of bid submission), CHiPS will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that its proposal has been accepted. The notification of award will constitute the Performance Bank Guarantee and signing of the Contract. Upon the successful bidder's furnishing of performance bank guarantee, CHiPS will promptly notify each unsuccessful bidder and return their Bid Security.

10.3 SIGNING OF CONTRACT

At the same time as CHiPS notifies the successful bidder that its proposal has been accepted, CHiPS shall enter into a separate contract, incorporating all agreements between CHiPS and the successful bidder. The agreement shall cover, in detail aspects/terms of the contract such as:

i. Performance security
ii. Contract form
iii. Warranty
iv. Payment
v. Prices
vi. Assignment
vii. Sub-contracts
viii. Liquidated damages
ix. Termination
x. Applicable law
xi. Notices
xii. Taxes and duties
xiii. Confidentiality
xiv. Limitation of liability
xv. Technical Documentation
xvi. Strategic control of IT assets

xvii. Project Management

xviii. Bidder's obligations

10.4 PERFORMANCE BANK GUARANTEE

The successful bidder shall at his own expense deposit with CHiPS, within fifteen (15) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a nationalized bank acceptable to CHiPS, in the format prescribed in Annexure VI, payable on demand, for the due performance and fulfilment of the contract by the bidder.

This Performance Bank Guarantee will be for an amount equivalent to **10%** of total contract value(TPO), which shall be submitted by SI upon signing the contract. PBG shall be invoked by CHiPS in the event Implementation Agency (i) fails to meet the milestones provided for in the Time Schedule for Implementation and Operations contained in This RFP or any changes agreed between the parties, (ii) fails to perform the responsibilities and obligations as set out in This RFP to the complete satisfaction of the CHiPS, (iii) misrepresentations of facts/information submitted to the CHiPS.

All incidental charges whatsoever such as premium; commission etc. with respect to the performance bank guarantee shall be borne by the bidder. The performance bank guarantee shall be valid for Seventy (70) months i.e. (Four months of implementation plus sixty months of project rollout and O & M period plus six months of post project period) from date of signing the contract. If the project implementation/go-live gets delayed, the PBG shall be extended by the SI for such additional duration. "***Final Go-live" means the date on which one complete cycle of services for all modules, as requisitioned by the departments, is completed in all the user departments as identified by*** CHiPS**.** The performance bank guarantee may be discharged/ returned by CHiPS upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

In the event of the bidder being unable to service the contract for whatever reason, CHiPS would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of CHiPS under the contract in the matter, the proceeds of the PBG shall be payable to CHiPS as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract. CHiPS shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 (Fourteen) days, indicating the contractual obligation(s) for which the bidder is in default.

CHiPS shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

In case the project is delayed beyond the project schedule as mentioned in this RFP, the performance bank guarantee shall be accordingly extended by the SI till completion of scope of work as mentioned in this RFP.

10.5 WARRANTY& MAINTENANCE

Bidder shall also provide complete maintenance support for all the proposed e procurement Solution components as outlined in this RFP for a minimum of sixty months from the date of go-live i.e. "Go-Live" + '60 months' .

The successful bidder shall provide a comprehensive warranty for duration of '60' months, commencing from the date when the system goes "live" i.e. ('Go-Live' + '60' months).

During the warranty period, the bidder shall warrant that the goods supplied under the contract are new, unused, of the last release version/ models at the time of Delivery and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The bidder further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.

CHiPS shall promptly notify successful bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the bidder shall, within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to CHiPS and within time specified and acceptable to CHiPS.

If the successful bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, CHiPS may proceed to take such reasonable remedial action as may be necessary, at the successful bidder's risk and expense and without prejudice to any other rights, which CHiPS may have against the bidder under the contract.

During the comprehensive warranty period, the successful bidder will provide all product(s) and documentation updates, patches/ fixes, and version upgrades within 15 days of their availability and should carry out installation and make operational the same at no additional cost to CHiPS.

The successful bidder shall provide warranty to CHiPS that:

a. The proposed e procurement Solution represents a complete, integrated solution meeting all the requirements as outlined in the RFP and further amendments if any, and provides the functionality and performance, as per the terms and conditions specified in the contract.
b. The proposed e procurement Solution will achieve parameters delineated in the technical specification/ requirement and shall be appropriately integrated to meet proposed e procurement Project requirements.
c. All licenses of software/system software and any other used in the e procurement system shall be purchased in the name of CHiPS.
d. The successful bidder will be responsible for warranty services from subcontracted third party producers or licensers of products included in the systems.
e. The successful bidder undertakes to ensure the maintenance of the acceptance criterion/standards in respect of the systems during the warranty period.

f. The successful bidder undertakes to provide a perpetual, non-transferable and non-replicable license to use the e procurement system developed under this project after expiry of the contract.

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

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

Annexure I: Proposal Covering Letter

[Date]

To,

Shri Saurabh Kumar,

CEO, CHiPS

Address: SDC Building, IInd Floor, Near Police Control Room, Civil Lines, Raipur-492001

E-Mail: ***ceochips@nic.in***

Ph: 0771-4014158

Dear Sir,

Ref: Request for Proposal (RFP): Selection on Implementation partner / System Integrator for Supply, Implementation and Support of e- Procurement system

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for the e procurement project of the CHiPS, Government of Chhattisgarh. To meet such requirements and provide such services as required are set out in the RFP:

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

If our proposal is accepted, we will obtain a performance bank guarantee in the format given in the RFP document issued by a PSU bank in India, acceptable to CHiPS, for a sum equivalent to 10% of the total price as quoted in our Financial proposal for the due performance of the contract.

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

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the CHiPS is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the CHiPS as to any material fact.

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

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

Dated this Day of **2014**

(Signature) (In the capacity of)

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

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

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

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

Date

(Seal here)

Annexure II: Citations& CVs Format

1: Citation Format

S. No	Item	Details
General Information		
1	Customer Name/Government Department	
2	Details of Contact Person Name: Designation: Email: Phone: Fax: Mailing Address:	
Project Details		
3	Name of the project	
4	Government/Non-Government	
5	Start Date/End Date	
6	Current Status (work in progress, completed)	
7	Contract Tenure	
8	Whether PKI enabled and facilitates Client end encryption	
9	Functional Services/ Modules	
10	No. of Tenders processed on an yearly basis in the last 3 years i.e. 2010-11, 2011-12, 2012-13	2010-11 2011-12 2012-13

11	Geographical Coverage (No. of locations the project covers)	
12	Implementation Model whether PPP/SIetc.	
13	Effort involved in person-months in each phase with average/peak number of resources deployed in each phase	
14	In case of COTS e procurement solution, name of the COTS product deployed, ownership and IPR, Licensing details	
15	Number of tenders processed through the e procurement application in the last 3 years	
16	Integration with 3rd party COTS/Existing IT applications/ ERP systems of the departments/ organisations as implemented in this project	
17	Integration with Payment Gateway (Credit card, Net Banking), Mobile Gateway components, SMS gateway	
18	Whether platform independent solution Architecture including Application, Integration Architecture & Deployment architecture and details thereof	
Size of the project		
19	Order Value of the project (in lakhs)	
20	Capital Expenditure involved (by the govt.)	
21	Total cost of the services provided (by the Bidder)	
22	Total Cost of services (provided by the Partners)	
23	Please provide copies of Work Order/ Agreement Contract and Certificate of Completion for completed projects from the	

	customer	
Brief description of scope of project (Highlight the Key Result Areas expected and achieved)		
Solution Architecture Employed and Core Components		
Security Architecture Employed to address security at various levels (system, application, document, physical etc.)		
Describe the Industry best programming standards that were followed for Application Development		
Payment Gateway Integration with specific reference to integration with payment gateway of banks		
Scope of System Integration		
Scope of operations and maintenance services (including data migration, document conversion, data entry etc.)		
Number of concurrent users (actual users, exclude portal visitors) with brief description of the kind of services and transactions		
Data Centre/Disaster Recovery setup and operations		
Tools deployed (for modelling, design, development, testing, project management, EMS)		
Application support details like provision of help desk, online help etc.		

Signature of Authorized Signatory:

Date:

Note: Bidders are required to submit the citations in the above format in all the areas as mentioned in Evaluation criteria as mentioned in Annexure IV.

2: Resume Format

S. No	Item		Details	
	Name			
	Specify role to be played in the project			
	Current job title			
	Experience in yrs. (Provide details regarding name of organizations worked for, Designation, responsibilities, tenure etc.)			
	Name of Organization	From	To	Designation/ Responsibilities
	Number of years with the Current Organization			
	Current job responsibilities			
	Summary of professional experience			
	Relevant Experience in e-procurement domain including the modules worked on specifying your function i.e. Design, Architect, Functional--- Application development, Training, O & M Support etc. Provide the name of the projects, name of client and duration of engagement for the experience cited			
	Experience in Project Transition Management including names of projects, nature of transition and role in the transition process			
	Skill sets			

	Highlights of assignments handled			
	Educational Background,			
	Degree (including subjects)	Year of Award of Degree	University	% of marks
	Training / Certification details including name of Training/ Certifying institution, grade, % of marks (if applicable) etc.			
	Training/ Certification	Training/ Certifying Institution	Year	Grade/ % marks (if applicable)

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes qualifications and experience mentioned above and proposed staff member is a permanent employee of our organization. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature of Staff Member

Date:

Signature of Authorized Signatory

Date:

Company Seal:

Annexure III: Format for Statement of Deviation(s) from Scheduled Requirements

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

NOTE: CHiPS will not accept/ consider any deviations in the bidding terms and conditions of this RFP.

Signature of Authorized Signatory

Date:

Company Seal:

Annexure IV: Evaluation Criteria

Evaluation Process:

Evaluation will have four stages as below-

Stage 1: Pre-Qualification

All the bidders, their proposed solution and OEM of the solution should comply with all pre-qualification criteria.

Stage 2: Technical Evaluation

The envelope containing Technical Proposals of only those bidders, whose Bid Security is in order shall be opened for technical evaluation. The bids will then be passed on to a Technical Evaluation Committee (the "Committee") appointed by CHiPS for evaluation. The evaluation of the Technical bids will be carried out in the following manner:

The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. detailed project citations and completion certificates, client contact information for verification, profiles of project resources and all others as required for technical evaluation.)

The committee shall invite each bidder to make a presentation to them at a date, time and venue determined by CHiPS. The bidder shall also give a demonstration of the proposed application. The purpose of such presentations would be to allow the bidders to present their proposed solutions to the committee and the key features of their proposals.

The Technical Evaluation Committee may seek written clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Oral clarifications provide the opportunity for the committee to state its requirements clearly and for the bidder to more clearly state its proposal. The committee may seek inputs from their professional, technical faculties in the evaluation process.

All the bidders will be required to submit their proposal based on the scope and criteria mentioned in this tender document. Only the bidders, who score a Technical score (Tb) of 70 (Seventy) or more, will qualify for the financial bid evaluation.

Stage 3: Commercial Evaluation

Evaluation of the financial bids shall be done jointly and severally based on the quotes provided for all modules. The lowest Commercial (Bid value) value (Cm) among technically qualified bids would be given the maximum financial score (i.e. 100). Financial scores of the other financial bids shall be calculated as per the formula below:

Cn = (Cm/Cb) x 100

Where Cn = Financial score of the bid under consideration

Cm = Lowest Bid Value in INR

Cb = Bid Value in INR of the bid under consideration

Stage 4: Final Score Calculation

Final Selection shall be based on the QCBS method where the Technical score (Tb) is given a weight of 0.6i.e. (60%) and financial score is given a weight of 0.4 i.e. (40 %).

Final Score of the bid = (0.6 x Tb) + (0.4 x Cn)

The bid with the highest final score calculated in this fashion shall be considered as the best value bid. In case of a tie, the bid that scored a higher Technical score (Tb) among the bids in a tie will be considered the best value bid.

1. Pre-qualification Criteria-

a. Pre-qualification Criteria for the OEM and proposed Product:

S.No.	Particulars	Eligibility Criteria	Proof / Documents Required
1	COTS Solution	Proposed commercially available Off-The-Shelf (COTS) is software application listed in reputed analyst reports by Gartner or Forrester or IDC for the previous year in the leaders / strong performers quadrant/ wave or among top five global strategic sourcing / procurement / Supplier Relationship Management (SRM) solution, which is readily deployable with or without configuration to suit the customer's specific process requirements and does not involve developing the application from scratch. Proposed COTS software solution shall also be available with complete transparency including operation manuals, help documents and online community.	Attach the Self – Certified Copy of the relevant report.
2	Company profile	The OEM - company should have a global presence and turnover of more than Rs. 1000 crores per year from software sales in India for the last three years or Rs. 20,000 crores in equivalent of India currency globally for the last three years	OEM Self -Certificate Stating Turnover
3	Support Undertaking	OEM should provide the authorisation and support for the proposed solution in the required format.SI shall build minimum 10% of man-month effort from OEM services throughout the project lifecycle till Go Live or start of O&M phase to minimum under audit and expert services. SI should continue to own sole responsibility of implementation.	Authorisation and support form in the required format duly signed by authorised signatory of OEM
4	Presence in India	The product company should have minimum 10 year presence in India	OEM Self - Certificate with Supporting Document

S.No.	Particulars	Eligibility Criteria	Proof / Documents Required
5	Presence in PSU/Government Departments (State or Central) / Indian Industries.	The OEM should have at least 3 references in PSU/ Government Departments/ Large private enterprise in India, each having more than 500 users using this application.	Customer Reference List along with OEM Self Certification
6	R&D, Training &Support facilities in India	The OEM should have • a 24x7x365 support centre, • R&D Facility and • Training facilities In India. OEM should provide support for issues with service level. The product vendor should have a road map for the e-procurement product. OEM should have in minimum 5,000 (five thousand) manpower India.	OEM certificate for support centre, Training Facility and R&D facility in India. OEM certificate for number of manpower employed in India. Copy of product road map.
7	Implementation Partners	COTS software shall be implementable or deployable and maintainable by more than two partners other than the manufacturer or agency developed the COTS software.	Self-Certification from OEM
8	Unicode	Application should be Unicode Compliant	Self-Certification from OEM

b. Pre-qualification criteria for the System Integrator are:

S.No	Particulars	Eligibility Criteria	Proof / Documents Required
1	General	The Bidder must be a company registered under Indian Companies Act 1956 or LLP Act 2008 or the Partnership Act 1932 or Public Sector Undertaking (PSU) of Government of India	Copy of registration certificate
2	Incorporation	The Bidder should have been in operation for at least **three** years as of 31st March 2014 as evidenced by the Certificate of Incorporation and Certificate of Commencement of Business issued by the Registrar of Companies, India.	Copy of registration certificate
3	Turnover	The Bidder shall have an average annual turnover of Rs. 50 crores (revenue) during the last 3 financial years ending 31st March 2013 from IT/ ICT / ITeS related operations, as evidenced by the audited accounts of the company.	Certificate Stating Turnover & audited balance sheet
4	Net Worth	Bidder should have a positive net worth as evidenced by the audited accounts of the company.	Certificate Stating Turnover & audited balance sheet

S.No	Particulars	Eligibility Criteria	Proof / Documents Required
5	Experience	The Bidder must have a proven record of at least one implementation of the solution proposed in any of the previous three financial years and must satisfy the following: • Must be necessarily web based and client-end PKI enabled with inbuilt work flows • Cumulatively processed at least 500 tenders in this implementation • E-Tendering module of the proposed solution must have been mandatorily implemented/ used in the cited experience `above in the last three financial years.	Customer Reference List along with Self Certification from Prime Bidder
6	Certification	The bidder of the proposed e Procurement solution must be a SEI - CMM Level 3 / SEI - CMMi Level 3 / equivalent company	Customer Reference List along with OEM Self Certification
7	Manpower	The bidder must have a team of at least 200 IT professionals on its rolls.	Certificate on the bidders letter signed by authorized signatory

2. Technical-qualification Criteria-

The table below highlights the bid evaluation criteria and the bidders are also required to score the minimum cut off marks defined for some critical parameters and for each category in the evaluation criteria.

Based on the submitted proposal and presentation, the technical score will be calculated as follows.

S. No.	Criteria	Marks
1	Overall Solution Proposal, Presentation & Demo to Evaluation Panel	40
2	Bidder Capability.	30
3	OEM& Product Capability	30
	Total	**100**

Evaluation process for each of these three areas is detailed below:

a. Overall Solution Proposal, Presentation & Demo to Evaluation Panel

The primary criteria for the evaluation will be

- The depth and breadth of understanding of the requirement by SI
- Comprehensiveness of the solution proposed
- Integration & Security aspect

- Project Management & Adherence to timelines
- Resource Planning
- Overall Quality of Demonstration & Presentation

b. Bidder Capability

The primary criteria for the evaluation will be

- Financials
- ISO 27001 and CMMi certification
- Past Experience in project implementation and integration

c. OEM & Product Capability

The primary criteria for the evaluation will be

- OEM experience
- No. of implementations
- Interoperability
- Availability of System Integrators
- Compliance with Functional Requirements

It is noteworthy that SI must help to get the entire Integrated e-Procurement solution certified by STQC after the implementation.

The detailed break-up is as follows-

a. Overall Solution Proposal, Presentation & Demo to Evaluation Panel

S. No.	Evaluation Criteria	Maximum Score for sub-parameter	Maximum Score for parameter	Minimum Qualifying score for the parameter
I	Infrastructure/Hardware proposed for the e procurement solution Infrastructure sizing of servers and storage - Adequacy (sizing certifications from OEM as required to be submitted): 0.5 Infrastructure specifications - Alignment with latest versions and load factor to sustain for the double the estimated users (double of 5000): 0.5 Provision for load balancing, clustering and failover to achieve reliability and availability: 0.5 Provisions for Redundancy (Active-Active): 0.5		2	1
II	Approach for addressing scalability,		3	2

	performance, interoperability, high availability, manageability (remote), reusability and tools (EMS) proposed for Monitoring of various systems including (but not limited) to Servers, Routers, Switches and other networking equipment and their management. 1. Scalability: 0.5 2. Performance: 0.5 3. Interoperability: 0.5 4. High Availability: 0.5 5. Manageability (remote): 0.5 6. Reusability: 0.5 7. Integration Capability with 3rd Party systems: 1 8. Governance tools, SLA monitoring tools proposed: 0.5			
III	Approach & Methodology proposed by the bidder for the e procurement system		05	3
III.A	Demonstrated level of understanding of the project, its purpose, scope, and bidder's plan for performing the required services as detailed in scope of work in the RFP, during the lifecycle of the project: design, construction, customisation, integration /interfacing, roll-out and operation. Bidder needs to submit- 1. Project Plan in mpp/ xls format upto L3 level 2. Named Resources identified for each work 3. Skill mapping done with named resources 4. All risk identified and mapped	1		
III.B	Approach for Assessment Study, Requirements Validation, Software Development, Testing, implementation & Rollout plan, usage of tools, Helpdesk operations, etc. Bidder needs to submit- 1. Study, validation and development plan	1		

	2. Test case as per the modules 3. Timelines for STQC clearance 4. Detail on usage of tools and helpdesk operations			
III.C	Data Migration & Quality Assessment Plan & Methodology - Please describe in detail, how you propose to carry out data migration while deploying the new e-Procurement system to fulfil requirements as per requirements in the RFP. Bidder needs to submit- 1. Data migration plan for master data of registered vendor, department users, item master, material master, schedule of rates. Other historical data need not be migrated in the new system. 2. Data Quality Plan	1		
III.D	IT Infrastructure Implementation, Operations & Service Level Management Plan. Bidders need to submit- 1. IT infrastructure deployment plan to support the required no. of users as per timelines mentioned in the RFP 2. Operation and SLA management plan	1		
III.E	Approach & methodology for addressing the Training Requirements	1		
III.F	Approach to Help Desk support, issue registration. acknowledgement, issue tracking, escalation, Online help etc.	1		
IV	Security Architecture and features of the proposed e procurement solution (Please provide details as necessary)		5	3
IV.A	Application Security	3		
IV.B	Strategic control of CHiPS on the IT assets	2		
V	Proposed Manpower (committed) for the e procurement Project		15	10
V.A	Experience of Project Management Team (one Project Manager (PM) and one	2		

	Assistant Manager (AM) in Project office for monitoring Software and one Assistant Manager (AM) for Hardware infrastructure setup, implementation, etc.). The marking will be as follows: <u>For PM:</u> >10 years relevant experience: 1 5 to 10 years of relevant experience: 0.5 <5 years of relevant experience: 0 <u>For AM (software):</u> >10 years relevant experience: 0.5 5 to 10 years of relevant experience: 0.25 <5 years of relevant experience: 0 <u>For PM (hardware):</u> >10 years relevant experience: 0.5 5 to 10 years of relevant experience: 0.25 <5 years of relevant experience: 0			
V.B	Experience of Project Management Team in project Transition <u>For PM:</u> >2 project transitions: 1 2 project transitions:0.8 1 project transition:0.5 Otherwise: 0 <u>For AM (software):</u> >2 project transitions:0.5 2 project transitions:0.4 1 project transition:0.3 Otherwise: 0 <u>For AM (hardware):</u> >2 project transitions:0.5 2 project transitions:0.4 1 project transition:0.3 Otherwise: 0	2		
V.C	Domain/Functional Expert one each in Procurement of Goods and Works specific	2		

	to Government Processes Goods: >10 years relevant experience: 1 5 to 10 years of relevant experience:0.5 <5 years of relevant experience: 0 Works: >10 years relevant experience: 1 5 to 10 years of relevant experience:0.5 <5 years of relevant experience: 0			
V.D	Experience of the Design & Development Team - 1 Architect(Arch), 1 Team Leader (TL), 1 Senior Developer(SD), 4 Developers(D) Arch: >10 years relevant experience: 1 5 to 10 years of relevant experience:0.5 <5 years of relevant experience: 0 TL: >10 years relevant experience: 1 5 to 10 years of relevant experience:0.5 <5 years of relevant experience: 0 SD: >10 years relevant experience:0.8 5 to 10 years of relevant experience:0.4 <5 years of relevant experience: 0 D: >10 years relevant experience:0.3 5 to 10 years of relevant experience:0.2 <5 years of relevant experience: 0	4		
V.E	Experience of the Administration and Operations & Maintenance (O&M) Team DBA and Sys admin DBA: >10 years relevant experience: 1 5 to 10 years of relevant experience:0.5	2		

	<5 years of relevant experience: 0 Sys Admin: >10 years relevant experience: 1 5 to 10 years of relevant experience:0.5 <5 years of relevant experience: 0			
V.F	One Help Desk Manager and One Training Manager(TM) Help Desk Manager: >10 years relevant experience: 1 5 to 10 years of relevant experience:0.5 <5 years of relevant experience: 0 Training Manager: >10 years relevant experience: 1 5 to 10 years of relevant experience:0.5 <5 years of relevant experience: 0	1		
V.G	Relevant Certification of the Project Team members PM, DBA, Sys admin, TL, SD, Developers (@ 0.1 marks per resource per certification maximum to 10 certifications)	1		
VI	Technical Presentation and Demonstration of the integrated e-Procurement application		10	6
Total			**40**	

b. Bidder Capability

S. No.	**Evaluation Criteria**	**Maximum Score for sub-parameter**	**Maximum Score for parameter**	**Minimum Qualifying score for the parameter**
I	*Company Information*		*15*	*10*
I.A	Turnover (2marks>=50cr, 4marks for >=200Crs, 5marks for >=500crs)	5		

I.B	ISO 27001, SEI CMMI 3 or 5 or any other relevant certification 1mark for ISO 27001 certification 2 mark for SEI CMMI 3, 3Marks for SEI CMMI 5 1 Mark for other relevant certification	5		
I.C	No of employees trained on the proposed solution1 Mark for other relevant certification 1 mark for each 50 resources on the proposed platform	5		
II	*Relevant Past Experience of the Bidder*		15	12
II.A	Experience in design, development & implementation of e-Procurement Solutions for the Central/ State Governments / PSUs with at least 500 tenders processed in one year during the past 3 years. 1mark for each reference, max 5 references	10		
II.B	Integration experience with ERP/COTS solution 1mark for each reference, max 5 references	5		
II.C	Integration experience with payment gateway 1 Mark for each reference, max 3 references	3		
II.D	Experience in Transition management	2		
Total			**30**	

c. OEM &Product Capability

S. No.	**Evaluation Criteria**	**Maximum Score for**	**Minimum Qualifying score for**

		parameter	the parameter
I	The product company should have minimum 10 year presence in India >=15 Years: 1 <15 and >10 Years: .5	1	
II	Number of customers of E-Procurement solution in India >=10: 1 <10 and >=5: .5 Otherwise: 0	1	
III	There should minimum 3 system integrator who can implement the proposed E-Procurement solution >=5: 1 <5 and >=3: .5 Otherwise: 0	1	
IV	The proposed integrated Application should support - the Operating Systems Microsoft Windows, UNIX, Linux and the proposed integrated application should be capable of supporting all standard Databases like Sybase, SQL, Oracle& DB2. <u>Operating System:</u> All:1 Any 2: .5 Otherwise: 0 <u>Database:</u> All: 1 Any 3: .5 Otherwise: 0	2	
V	OEM of the Application will deliver new enhanced functionalities not only through product upgrade, but also as incremental packages so that customer can choose only relevant functionalities from the entire list and deploy them without disrupting day-to-day operations. It should not require major upgrade to get new features and functionalities.	0.5	
VI	OEM should provide implementation, administration and operational tool seamlessly integrated with the product free of cost. The same tool should enable all end users to log in issue	1	

	and seek support from the OEM.		
VII	Offered solution should have specific capability to support latest India specific legal requirements in the area of taxation	1	
VIII	The solutions should support various user interface options like portal, mobile and user friendly forms like adobe. All 3: 1 Any 2: .5 Otherwise:0	1	
IX	The solution should provide a tool to enable users to design visually appealing, easy-to-use user interface to improve end-user productivity	1	
X	The solution should have capability to design a user interface which can work across any devices namely desktop, tablet and smartphone.	1	
XI	The solution should also have audit management capability to plan audit (internal or external) and document the findings against the queries raised.	0.5	
XII	The solution should provide a data migration tool to upload legacy data in a structure and automated manner.	1	
XIII	The solution should have data warehousing capability inbuilt without any additional cost to the customer.	1	
XIV	The proposed solution should be able to support in-memory technology to handle large amount of transactions and data for enhanced performance and real-time analytics.	1	
XV	ERP's portal solution should provide wide range of security features such as Authentication, Single Sign-On (SSO), Authorization and Integrated User management	0.5	
XVI	ERP's portal solution should support for open standards to provide high levels of integration, interoperability, and portability. Portal should support a variety of Internet and Web services standards, such as Java, J2EE, XML, JCA, JAAS, X.509, LDAP, WSDL, WSRP, SOAP, and UDDI, as well as XIV support for Microsoft .NET.	0.5	
XVII	FRS compliance Points shall be given for each functionality detailed out in this RFP for modules proposed in integrated e-Procurement solution as	15	

	Not Available: 0 Points Ready fit: 1 Points Needs Customization: 0.5 Points Needs Significant Workaround: 0 Points Marks shall be calculated as (Total points obtained * 15/Total number of functionalities in the RFP).		
Total		**30**	**20**

NOTE:

i. Maximum Total Technical Score: 100 marks
ii. Minimum cut-off qualification score: 70 marks
iii. Minimum cut-off qualification score is applicable for mentioned attributes
iv. For the evaluation criteria mentioned above, the bidders have to provide substantial evidence including engagement letters/Work orders/ Contract Agreements, project completion certificates from clients etc.
v. For the evaluation criteria the bidders have to provide their approach and methodology with reference to actual implementations.
vi. For the evaluation criteria the bidders have to give a demonstration of the system from any live site, where the system is deployed and running.

	Technical Evaluation	
1	Past Experience	Form III A &B in Annexure IX
2	Solution proposed for the Project	Technical Proposal, Form IV, Form V, Form VI, Form ID, Form VIII
3	Security Architecture and features of the proposed Integrated e-procurement system	Technical proposal covering details provided in section 3 of this document
4	Approach & Methodology	Technical Proposal covering details provided in section 3 of this document
5	Proposed Manpower	Form VII
6	Technical presentation and Demonstration of the Integrated e-Procurement application	-

Annexure V: Performa for Bank Guarantee for EMD

Bank Guarantee to be executed on Stamp Paper of Rs.100/- (Rs. One hundred only) as per Chhattisgarh Stamp Act

BANK GUARANTEE

In consideration of Chhattisgarh InfoTech and Biotech Promotion Society, Government of Chhattisgarh, having its office at *Address: SDC Building, IInd Floor, Near Police Control Room, Civil Lines, Raipur*-492001 hereinafter called "CHiPS" which expression shall, unless repugnant to the context or contrary to the meaning thereof, include its successors and assigns having invited / floated Tender to_____ Proprietorship / Partnership Firm / Company registered under the Indian Partnership Act, 1932 / the Companies Act, 1956, having its office at_____, (hereinafter called "the Tenderer" which expression shall, unless repugnant to the context or contrary to the meaning thereof, include its successors and assigns vide Tender No._____ dated_____ (hereinafter called "the Tender" which expression shall include any amendments / alterations to the Tender by CHiPS for the supply of goods to / execution of services for CHiPS and CHiPS having agreed not to insist upon immediate payment of Earnest Money for the fulfilment and the performance of the said Tender in terms thereof on production of an acceptable Bank Guarantee for an amount of Rs. _____(Rupees_____only). We, _____having office at_____ and Head Office at …… (hereinafter referred to as "The Bank" which expression shall, unless repugnant to the context or contrary to the meaning thereof, include its successors and assigns at the request and on behalf of the Tenderer hereby agree to pay to CHiPS without any demur on first demand an amount not exceeding Rs._____(Rupees_____only) against any loss or damage, costs, charges and expenses caused to or suffered by CHiPS by reason of non-performance and non-fulfilment or for any breach on the part of the Tenderer of any of the terms and conditions of the said Tender.

We, _____further agree that CHiPS shall be the Sole Judge whether the said Tenderer has failed to perform or fulfil the said Tender in Terms thereof or committed breach of any of the terms and conditions of the Tender and the extent of loss, damage, costs, charges and expenses suffered or incurred or would be suffered or would be incurred by CHiPS on account thereof.

We, _____Bank further agree that the amount demanded by CHiPS as such shall be final and binding on the Bank and the Bank undertake to pay to CHiPS the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the Tenderer or any suit or other legal proceedings including Arbitration pending before any Court, Tribunal or Arbitrator relating thereto and our liability under this guarantee being absolute and unconditional.

We,_____Bank, further agree with CHiPS that CHiPS shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the

terms and conditions of the said Tender or extend time for the performance by the Tenderer from time to time or to postpone for any time any of the powers exercisable by CHiPS against the Tenderer and to forbear to enforce any of the terms and conditions relating to the Tender and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Tenderer or for any forbearance, act or omission on the part of CHiPS or any indulgence by CHiPS to the Tenderer or by any such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.

NOTWITHSTANDING anything herein before contained, our liability under this guarantee is restricted to Rs._____(Rupees_____). Our liability under this guarantee shall remain in force until expiration of six months from the date of opening of the said Tender. Unless a demand or claim under this guarantee is made on us in writing within the said period, that is, on or before____*___all rights of the Messrs under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

We,_____Bank, further undertake not to revoke this guarantee during its currency except with the previous consent of CHiPS in writing.

This guarantee shall not be affected by any change in the constitution of the Tenderer or the Bank or CHiPS and shall remain in full force and effect until the liabilities of the Bank are discharged byCHiPS.

IN WITNESS WHEREOF the Bank has executed this document on this_____day of_____2014

For_____Bank

*Pl. mention/put specific date

Annexure VI: Performance Bank Guarantee (PBG)

To be executed on Stamp Paper of Rs. 100/- (Rs. One hundred only) as per Indian Stamp (Chhattisgarh Amendment) Act, 2005

[Date]

Shri Saurabh Kumar,

CEO, CHiPS

Address: SDC Building, IInd Floor, Near Police Control Room, Civil Lines, Raipur-492001

E-Mail: ***ceochips@nic.in***

Ph: 0771-4014158

Dear Sir,

PERFORMANCE BANK GUARANTEE – Selection on Implementation partner / System Integrator for Supply, Implementation and Support of e- Procurement system Project for Chhattisgarh InfoTech and Biotech Promotion Society (CHiPS), Government of Chhattisgarh

WHEREAS

M/s. (name of bidder), a company registered under the Companies Act, 1956, having its registered office at (address of the bidder), (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assignees), agreed to enter into a contract dated …….. (Herein after, referred to as "Contract") with you (CHiPS, Government of Chhattisgarh) for Design, Development, Implementation and Maintenance of e procurement Solution for CHiPS, Government of Chhattisgarh

This Performance Bank Guarantee will be for an amount equivalent to **10%** of total contract value (TPO), including all Phases, which shall be submitted by bidder upon signing the contract. All incidental charges whatsoever such as premium; commission etc. with respect to the performance bank guarantee shall be borne by the bidder. The performance bank guarantee may be discharged/ returned by CHiPS upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

Bidder will be disqualified if he fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into a contract within 15 working days of the date of notice of award of contract or within such extended period, as may be specified by the CHiPS.

We ----------(name and address of the bank) are aware of the fact that as per the terms of the contract, M/s. (name of bidder) is required to furnish an unconditional and irrevocable bank guarantee in your favour for an amount INR …….. (In words and figures), being equivalent to 10% of the total value of the Contract as quoted in the Financial proposal submitted by the constituent and guarantee the due performance by our constituent as per the contract.

We_____(indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss of damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs._____.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said contract, and which has not been rectified by him, we hereby undertake the amounts due and payable under this guarantee and agree to pay you forthwith on demand such sum/s not exceeding the sum of INR …… (in words and figures) without any demur merely on demand from CHiPS stating that the amount claimed is due by way of loss of damage caused to or would be caused to or suffered by the CHiPS by reason of any breach by our constituent of any of the terms or conditions in the said Contract or by reason of our Constituent failure to perform the said Contract.

We undertake to pay to the CHiPS any money so demanded notwithstanding any dispute or disputes raised by our constituents in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and our constituent shall have no claim against us for making such payments.

Notwithstanding anything to the contrary, as contained in the said contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good till the completion of Seventy months from the date of signing the contract. The PBG shall be extended automatically in case of any delays in project implementation/go-live and such extended period shall be equal to the period for which project go-live has been delayed.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until the completion Seventy months from the date of signing the contract or any extended period due to delays in go-live of the solution for the total solution as per said Contract.

In case the project is delayed beyond the project schedule as mentioned in this RFP, for the reasons attributable to bidder, the performance bank guarantee shall be accordingly extended by the bidder for the duration equivalent to the delays caused in the project.

We further agree that the termination of the said agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demurrages.

We hereby expressly waive all our rights to pursue legal remedies against CHiPS.

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

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

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

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent upon intimation to you.

All rights of CHiPS under this guarantee shall be fortified and the Bank shall be relieved and discharged from all liabilities there under unless the CHiPS brings any suit or section to enforce a claim under this guarantee against the Bank from the above mentioned date or from the extended date.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to your benefit and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to INR …… (in words and figures) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We also agrees that CHiPS at its option shall be entitled to enforce this guarantee against the Bank as a Principal debtor, in the first instance without proceeding against the Contractor and the notwithstanding any security or other guarantee that CHiPS may have in relation to the Contractor's liabilities.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the

recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

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

Notwithstanding anything contained herein:

We further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the CHiPS under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till Contract have been fully and properly carried out by the our constituents and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before then we shall be discharged from all liability under this guarantee thereafter.

We further agree with the CHiPS that the CHiPS shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by our Constituent from time to time or to postpone for any time or from time to time any of the powers exercisable by the CHiPS against our Constituent and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason or any such variation, or extension being granted to our Constituent or for any forbearance, act or omission on the part of the CHiPS or any indulgence by the CHiPS to our Constituents or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

Our liability under this Performance Bank Guarantee shall not exceed INR …. (In words and figure);

This Performance Bank Guarantee shall be valid only up to the completion of Seventy months from the date of signing the contract or any period extended due to delays in project go-live for the Total Solution; and

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before …. (Date i.e. completion of Seventy months from the date of signing the contract or any period extended due to delays in project go-live for the proposed e procurement Project in Design, Development, Implementation and Maintenance of the solution for CHiPS).

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

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

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

We lastly undertake not to revoke this guarantee during its currency except with the prior consent of the CHiPS in writing.

Dated …… this …….. day …… **2014**

Yours faithfully,

For and on behalf of the …… Bank,

(Signature)

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

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

Annexure VII: Format for Request for Clarifications (RFC)

Bidders requiring specific points of clarification may communicate with CHiPS during the specified period using the following format.

<table>
<tr><td colspan="4">Bidder's Request for Clarification</td></tr>
<tr><td colspan="2">Name of Organization submitting request</td><td>Name & position of person submitting request</td><td>Full address of the organization including phone, fax and email points of contact</td></tr>
<tr><td colspan="2" rowspan="3"></td><td rowspan="3"></td><td>Tel:</td></tr>
<tr><td>Fax:</td></tr>
<tr><td>Email:</td></tr>
<tr><td>S. No</td><td>Bidding Document Reference(s) (section number/ page)</td><td>Content of RFP requiring Clarification</td><td>Points of clarification required</td></tr>
<tr><td>1</td><td></td><td></td><td></td></tr>
<tr><td>2</td><td></td><td></td><td></td></tr>
</table>

Signature of Authorized Signatory

Date:

Company Seal:

Annexure VIII: Overview of Transaction Volumes for the User Departments

Data projections - Projected tender distribution based on historical data available for the years 2010-2014:

Modules		No of tenders*						Avg. no. of bidders (B)
	Tender Type	Year 1	Year 2	Year 3	Year 4	Year 5	Total (A)	
Indenting	ECV	1203	1382	1520	1671	1755	**7531**	**NA**
	Non ECV	20	23	25	28	29	**125**	**NA**
E tendering	ECV	4253	4888	5374	5909	6203	**26627**	**3**
	Non ECV	71	82	90	99	104	**447**	**10**
E Auctions	ECV	425	489	537	591	620	**2663**	**3**
	Non ECV	7	8	9	10	10	**44**	**10**
Contract Management	ECV	1203	1382	1520	1671	1755	**7531**	**NA**
	Non ECV	20	23	25	28	29	**125**	**NA**
Total		**7084**	**8141**	**8951**	**9842**	**10333**	**44352**	

**** The volumes of tenders for each year as provided in above table have been estimated based on the data available for the period 2010-2013. These estimates shall be used for calculation of the Total Bid value only and do not imply any obligation or commitment on the part of the GoC or CHiPS to ensure such volumes of transactions take place through the proposed e procurement system. Each bidder is advised to make their own assessment of the business risks associated with such estimates.***

Data Assumptions

The following assumptions were made in projecting the procurement data over 5 years of implementation:

- The 3 years of implementation and support period are 2014-2017
- The growth of State-wise procurement figures calculated are an extrapolation based on diminishing rate of growth every year with year 2012-13 as the base. Growth rates of 15, 15, 10, 10, 5 % was considered.
- Data currently available is for the tenders processed through the e tendering module only. For the purpose of estimating the volumes in the other modules, it is considered that volumes in e tendering shall be 60 % of the total volumes of tenders in all modules together, Indenting 17 %, contract management 17 % and e auctions 6 % of the total volume of tenders in all the modules together. In contract management, it is understood that there shall be only one bidder that signs the contract and hence transaction fee is payable for one bidder.
- It is assumed that the average number of bidders per bid is 3 for ECV tenders and 10 for Non ECV tenders based on the projections from the data available for the period 2010-2014.

Annexure IX: Index of formats and supporting documents

Table 0-1 Information required in support of fulfilment of Pre-qualification and Technical criteria

Requested Information
Suggested Format: Form I: Details of the Organization for bidder **Mandatory Supporting Documents:** a)Certificate of Incorporation from Registrar Of Companies (RoC) b) Relevant sections of Memorandum of Association of the company or filings to the stock exchanges to indicate the nature of business of the company c) Certificate for Single Ownership of Intellectual Property / Certificate from the competent patent office i.e. Registrar of Copy Rights Act in the name of OEM. OR In case of licensing model, please provide valid and relevant Licensing agreement, IPR and Copies of any Agreements to be signed by end-user
Suggested Format: Form II: Financial Information for single bidder **Mandatory Supporting Documents:** Auditor Certified financial statements for the Last three financial years, 2011-12, 2012-13, and 2013-14 (Please include only the sections on P&L and the assets, not the entire balance sheet.)
Suggested Format: Form III: e-Procurement Implementation Experience (5 forms, one for each project reference) **Mandatory Supporting Documents:** a) Letter from the Client to indicate the Award of Contract b) Letter / Experience Certificate from the Client on • the number of tenders processed in last financial year through the e-Procurement system • e-Procurement modules implemented in last 3 financial years
Suggested Format:

Form V: SEI CMM Level 3/ CMMi Level 3 Assessment or any other certification **Mandatory Supporting Documents:** a) Copies of the valid SEI CMM Level 3 / CMMi LEVEL 3 certification or any other certification
Suggested Format: Form VII: Profile of e-Procurement Project team **Mandatory Supporting Documents:** a) Certification by the company auditors supporting the certified professionals in the organization

List of forms and formats

Nature of Bidding (Please indicate one)

FORM I

Form I A: Details of the Organization	
Name	
Nature of the legal status in India	
Nature of business in India	
Date of Incorporation	
Date of Commencement of Business	
Address of the Headquarters	
Address of the Registered Office in India	
Other Relevant Information	

Form I B: Details of IPR / Licenses of the Proposed e-Procurement Application including system software				
Software element	Name of the OEM and IPR Owner	Type of Licensing Model/ Agreement between the SI and the OEM	Details of agreements to be signed by CHiPS, if any	Validity of the License

The list should include all the software components which are either distinctly owned or distinctly licensed

FORM II

Form II A: Financial Information			
	FY 2011-12	FY 2012-13	FY 2013-14
Revenue (in INR crores)			
Profit Before Tax (in INR crores)			
Net Worth of Company			
Other Relevant Information			

FORM III

Indicate whether your firm have experience in implementing Centralized e-Procurement System for Central/ State Governments/PSUs(Yes / No) ……..

For prior Centralized e-Procurement implementation experience, please fill Form III A; else, please fill form III B

(Client Citations should mandatorily contain at-least the following information)

Form III A: Previous e-Procurement Implementation Experience – Centralized Implementation	
Name of the Client(Central/State Govt./Department or PSU)	
Year of Go-Live	
Name of the a) Application implemented b) Name of IPR Owner and version	
Whether Client-end PKI enabled system was used	Yes / No
Number of Departments using your e-Procurement system	
Number of e Tenders processed through e-Tendering in the last 3 financial years	2011-12: 2012-13: 2013-14:
Engagement model (SI/PPP etc.)	
In case of SI/PPP model Annual Revenues/Transaction fees/Annuity in the last three financial years from the e procurement system	2011-12: 2012-13: 2013-14
E Auction module implementation (Yes/No) and no. of departments implemented in	
Contract Management Module Implementation(Yes/No) and no. of departments implemented in	
Modules in active use by the Client	

Integration with 3rd party COTS/ Existing applications/ERP systems of the department / organisation in the last 5 years. Please give details	
Integration with Payment gateway (Credit Card, Net Banking), Mobile Gateway components, SMS gateway etc. Please give details	

Form III B: Previous e-Procurement Implementation Experience – Organization 1 *	
Name of the Client	
Year of Go-Live	
Name of the a) Application implemented, b) Name of IPR Owner and version	
Whether Client-end PKI enabled system was used	Yes / No
Number of Tenders processed through e-Tendering in the last 3 financial years	2011-12: 2012-13: 2013-14
Engagement model (SI/PPP etc.)	
In case of SI/PPP model Annual Revenues/Transaction fees/Annuity in the last three financial years from the e procurement system	2011-12: 2012-13: 2013-14:
E Auction module Implementation(Yes/No)	
Contract Management Module Implementation (Yes/No)	
Modules in active use by the Client	

Integration with 3rd party COTS/ Existing IT applications/ERP systems of the department / organisation in the last 5 years. Please give details	
Integration with Payment gateway (Credit Card, Net Banking), Mobile Gateway components, SMS gateway etc. Please give details	

* Please provide details for all 5 Major Organizations in similar format

FORM IV - Format for providing information on Fitment to functionalities in this RFP of RFP			
SNo	**Feature/Functionality in RFP**	**Available (Y/N)**	**Fitment (ready fit/ needs customisation/ needs significant workaround)**
1			
2			
3			
Note: Marks shall be given as (Not Available 0 marks, Ready fit 1 mark, Needs customisation 0.5 marks, Needs significant workaround 0 marks). Marks shall be calculated as (Total marks obtained * Marks allotted in the evaluation matrix/Total number of functionalities in the RFP)			

Form V: SEI CMM Level 3 / CMMi Level 3 Assessment	
Assessed at SEI CMM Level 3 or CMMi Level 3	
Assessment Date& Validity period	

Units/Locations Assessed	
Name of the Company that performed the assessment	
Other Relevant Information	

FORM VI: Format for Bill of Materials including IT hardware, system software and any other components necessary

Sl. No.	Item name	Item Description including OEM details, make, model and specifications			Quantity
		Item Description and specifications	Make	Model	

FORM VII: Project Team to be deployed on the Project

S No	Name	Qualification	Experience in years	Certifications	Role in this project	Whether On site/ Remote
1						
2						
3						

FORM VIII - OEM declaration

To be submitted on Letter head of the respective OEM

To

CEO CHiPS

Authorization of <company name of SI> to Provide Services Based on Our Product(s)

Sir,

This is to certify that I/We am/are the Original Equipment Manufacturer in respect of the products listed below. I/We confirm that <name of SI> ("SI") is a certified partner to supply and deploy/implement the solution. We confirm that <name of SI> ("SI") has due authorization from us to provide services to Government of Chhattisgarh (GoC) using our product(s) listed below as per Request for Proposal (RFP) document. We further confirm the licensing and ATS, terms provided by SI to GoC.

We also confirm that the licenses will be in the name GoC as the end user per the conditions in the RFP and the ATS will be provided as per the ATS conditions included with the proposal, at the prices indicated in the financial bids

Sr. No.	Product Name	Version
1.		
2.		
3.		

Yours faithfully,

Authorized Signatory

Designation

OEM's company name

Counter signed by SI

FORM IX - OEM declaration

To be submitted on Letter head of the respective OEM

To, Date

Shri Saurabh Kumar,

CEO, CHiPS

Address: SDC Building, IInd Floor, Near Police Control Room, Civil Lines, Raipur-492001

E-Mail: ***ceochips@nic.in***

Ph: 0771-4014158

Subject: Authorization to a distributor for Selection on Implementation partner / System Integrator for Supply, Implementation and Support of e- Procurement system

Dear Sir,

Please refer to your RFP for 'Selection of Selection on Implementation partner / System Integrator for Supply, Implementation and Support of e- Procurement system. M/S _____ (Bidder), who is our reliable distributor/ registered business partner for the last _____years, is hereby authorized to quote on our behalf for this prestigious tender. M/S _____ (Bidder) is likely to continue as our business partner during years to come for the purpose of this RFP atleast. We undertake the following regarding the supply of computer hardware/ peripherals/ software.

1. The equipment quoted by M/S _____in this RFP from our company meets the specifications required by the Client. M/S_____. (Bidder) shall not be allowed to do any unauthorized hardware integration on our machines.

2. It will be ensured that in the event of being awarded the contract, the equipment (including all requisite hardware / software components) will be delivered by us to M/s_____. We will provide all necessary backend support [including updates, upgrades of firmware, OS (latter as applicable in this RFP), required patches, replacement & spares and expert support] to the bidder (if selected) for the project period (including Implementation phase, 5 years of support and paid AMC for a period of 3 years, if applicable) as per standard OEM terms for warranty and support and Contract to be signed between OEM and the Bidder, in the event of his being successful.

3. It is reiterated that if the Bidder does not operate or maintain the equipment (hardware / software) for any reason whatsoever and CHiPS decides to appoint another Implementing agency (IA), we shall make necessary arrangements for honoring warranties and support for our product as per point no 2 above. An original copy of equipment (hardware / software) warranty terms (repair / replacement) shall be submitted to the client at the time of installation.

On the whole, it shall be ensured that for the equipment to be procured from us, the supply and support of equipment (hardware / software) do not get adversely affected during implementation and maintenance of the project due to non availability of equipment (hardware / software), spares and lack of technical inputs from our side during the project period (Implementation phase of 5 years warranty period and paid AMC period of 3 years, if applicable). We shall work closely with the bidder to ensure adherence to conditions regarding delivery, installation & maintenance of equipment (hardware / software) to be procured from us as per the contract between bidder and us.

4. If due to any reason whatsoever, the tie up between our Company & M/S _____(Bidder) breaks down subsequent to supply/ installation/ commissioning. If support does not take place for a reason not attributable to CHiPS, irrespective of any such breakdown in our relationship with the Bidder, we shall ensure that we provide warranty support to CHiPS for our equipment at our own cost during the warranty period,

5. Notwithstanding anything else contained to contrary in this RFP, the equipment supplied during the project term shall be neither end of- life nor end-of-support as on the date of submission of the bid by the Bidder. However, in case the equipment is declared end-of-life or end-of-sale due to up-gradation of technology, the supplied equipment in this Project shall not be declared end-of-support during the 5 years' warranty period. Warranty period for equipment will start from the date of delivery.

Yours Sincerely

Name of the OEM:

Address:

Contact Details:

FORM X Commercial Bid Format

The bidder is requested to quote the following rates:

Table 0-2 Bidder quote format

Financial Quote Format:

S. No	Component	Unit Cost (INR)	Total Cost (INR)
1	Cost of Application modules / licenses for 500 User (sub-item I)		
2	Cost of Application modules / licenses for 100 User for Maximum up to 5000 user (sub-item I)		
3	Annual Technical Support cost for licenses for 4 years		
4	Hardware Cost As per (sub-item II)	Lump sum	
5	Implementation Cost (sub-item III)	Lump sum	
6	O & M Support Cost for 4 years (sub-item IV)		
7	ATS for running the application cost per year (6th year onwards)		
	Total Cost		

Component wise break up

I. Solution Cost

Indicative Components		Unit Rate	Qty	Amount in Rupees
1	Indent management	Bundled unit rate for all modules together	500 users	
2	E Tendering			
3	E Auctions			
4	Contract management			
5	Finance & Accounting		100 users	
6	Enterprise Class Business Intelligence Tools			
7	Integration			
8	DB			
9	MIS & Reporting			

II. Hardware Costs

Indicative Components		Unit Rate	Qty	Amount in Rupees
1				
2				
			TOTAL	

III. Implementation Cost

Components	Amount in Rupees

1	Customisation, Implementation and Go Live of all modules at the all departments (total 50 departments)	
2	Training and Capacity Building	
3	Data Migration	
	TOTAL	

IV. Operations and Maintenance

Components			**Amount in Rupees**
Unit	**Details/ Module**	**Rate**	
I	Indent Management per tender	Flat fee per tender in Rs.	
II	e Tendering (including vendor management) per tender	Flat fee per tender in Rs.	
III	e Auctions per tender	Flat fee per tender in Rs.	
IV	Contract management fees	Flat fee per contract signed in Rs.	

* Total Bid Value shall be calculated as detailed in this RFP and based on volume projections provided in Annexure VIII

The quote for O & M support fee per year shall be applicable if CHiPS decides to go ahead with a fee per year model after X years.

Annexure X - Format for Registration for the RFP Documents/participation in bidding

<Company letter head>,

[Date]

To

The CEO,
CHIPS,
SDC Building, IInd Floor,
Near Police Control Room, Civil Lines,
Raipur-492001

Sub: Registration to participate in the bidding process for CG e procurement system

Dear Sir,

We would like to register to participate in the bidding process, to provide e-procurement services to Government of Chhattisgarh. The document fees of Rs. 10000 (Rupees Ten thousands only) in the form of DD (No. drawn on the bank ----------and dated----------) is enclosed.

The following persons will be the authorized representatives of the company for all future correspondence till the completion of the bidding process, between the GoC and our organization.

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

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

Sincerely,

(Signature)

Name and Title

Annexure XI – Profile of Resources to be deployed On-site

Project Team to be deployed on site at Raipur for the Project				
S No	**Role in this project**	**Qualification**	**Experience in years**	**Responsibilities**
1	Functional Consultant for Indent Management, E Auctions and Contract Management	Graduates/Engineers/MBA/CA/ICWA	Minimum 5 years in e procurement domain and experience in the specified modules with demonstrated knowledge of the procurement systems of government, public sector organizations – the rules, principles, issues and requirements	•Conduct Requirements Workshop and gather process-wise business requirements and expectations •Configure/modify/refine the e-procurement system for the chosen process scenarios and options •User interaction, facilitating adoption of the system, resolution of issues for the respective modules of the e-procurement system •Facilitate end user training
2	Functional Consultant for Indent Management, E Auctions and Contract Management	Graduates/Engineers/MBA/CA/ICWA	Minimum 5 years in e procurement and experience in the specified modules with demonstrated knowledge of the procurement systems of government, public sector organizations – the rules, principles, issues and requirements	•Conduct Requirements Workshop and gather process-wise business requirements and expectations •Configure/modify/refine the e-procurement system for the chosen process scenarios and options •User interaction, facilitating adoption of the system, resolution of issues for the respective modules of the e-procurement system •Facilitate end user training
3	2 Technical Consultants for Performance Management, Report generation, MIS and	B Tech/ BE/ M Tech with relevant	Minimum 5 years on technologies relevant to e procurement domain with	•Carrying out system Developments •Performance monitoring

Project Team to be deployed on site at Raipur for the Project				
S No	**Role in this project**	**Qualification**	**Experience in years**	**Responsibilities**
	System Management	certifications	demonstrated knowledge of the procurement systems of government, public sector organizations – the rules, principles, issues and requirements	and fine tuning of the performance of the system •Development/configuration of reports/output formats •Configuration management •Configuration of new users •Participation in workshops for stakeholders •End user training

ANNEXURE XII: CAPACITY BUILDING & CHANGE MANAGEMENT REQUIREMENTS

Following presents the key areas of training/capacity building activities required to be undertaken by the SI, indicative duration for each category of training and the target audience for each programme. The indicative number of audience for each programme is provided in next table.

a. Proposed Training Programme for Policy Makers

Target Group: Political Leaders, Secretaries, members of the Empowered Committee

Objectives:

- To highlight the importance of e Procurement and the support required from the policy makers
- To expose the participants to the legal and process changes that would be part of the e Procurement implementation
- To get learning's from some of the best practices, and similar projects for understanding the enormity of e Procurement Project and its importance.

Topics/ Concepts to be covered:

Table A-1: Illustrative Topics to be covered in Policy maker's training

Expectation	Topics To be Covered
Conceptualize e-Government projects in a holistic manner Specific focus on e Procurement	▪ Principles of e-Governance ▪ e-Government policies and standards ▪ e-Procurement life cycle ▪ Understanding components of e Procurement framework
Process and Legal Changes	Impact on the existing Laws and the need for new laws/acts/statutes
Business models	To highlight the key risks and advantages of various business models
Capacity Building and Change Management programme.	Impact of various committees, institutional structures required to implement the programme successfully

Mode of Training: Classroom Lectures

Duration of the training: 3 Days

b. Proposed Training Programme for the e Procurement champions

Target Group: CIOs, Additional CIOs, HoDs, Members of the Core Group, Key officials who are involved in the public procurement and enthusiastic in leading the implementation of the e Procurement and become the change agents

Objectives:

- To impart the right combination of the skill sets required for each candidate
- To develop strong leadership, clear accountability and improved levels of project management skills.
- To identify officers with the right aptitude, basic knowledge and skill sets for being developed as change agents preferably working on the e Procurement Project.
- To get learning's from some of the best practices, and similar projects for understanding the enormity of e Procurement Project and its importance.
- To highlight the importance of e Procurement and the support required for implementation
- To expose the participants to the legal and process changes that would be part of the e Procurement implementation
- To expose the participants with the various tools and templates that would be helpful in project management

Topics/ Concepts to be covered:

Table A-2: Illustrative Topics to be covered in e Procurement champions' training

Expectation	Topics To be Covered
Own the e Procurement program strategy and steer them to be carried forward.	▪ e-Procurement life cycle ▪ Understanding components of e Procurement framework
Promote sharing of Central/State infrastructure and applications.	▪ National Information Infrastructure
Initiate and lead process reform in the domain.	▪ Business/Government Process Reengineering & Legal Reforms
Procurement Performance Management	▪ Strategic sourcing and development of Strategies ▪ Portfolio Management strategy
Build a business model	▪ Understanding of various models ▪ Developing Business models and Public Private

Expectation	Topics To be Covered
	Partnership (PPP)
Understand IT Architecture design and considerations	▪ Service Oriented Architecture ▪ Enterprise Architecture & Standards for e-Gov ▪ IT Management ▪ Security, Encryption, PKI, Usage of DSC
Software and Application Design	▪ Standards ▪ COTS and Bespoke development
Capacity Building, Change Management and Communication Plans	▪ Change Management, Awareness & Communication ▪ Capacity Building for e-Governance
Lead implementation of policies, standards and guidelines for successful and sustainable implementation.	▪ Project & Program Management for eGov ▪ Service objectives and Service levels ▪ M&E and Impact assessment
Application Software	▪ Modules ▪ Interfaces ▪ E-Banking and Reconciliations ▪ Acceptance Criteria, Testing, etc
Security	▪ Standards ▪ PKI and Encryption ▪ Use of the DSC

Mode of Training: Classroom Lectures, Group Activities, Assignments, Field visits

Duration of the training: 2 Weeks

c. Proposed Training Programme for the end users

Target Group: officials who are involved in the public procurement and use the Application Software

Objectives

- To impart the right combination of the skill sets required for each candidate

- To develop usage skills, security concepts and components of the system
- To get learning's from some of the best practices, and similar projects for understanding the enormity of e Procurement Project and its importance.

Topics/ Concepts to be covered:

Table A-3: Illustrative Topics to be covered for end users' training

Expectation	Topics To be Covered
Procurement Performance Management	▪ Strategic sourcing and development of Strategies ▪ Portfolio management strategy ▪ Spend analysis ▪ Market analysis ▪ Negotiation and Contracting skills ▪ Supplier and Contract management
Understand IT tools, Security, etc	▪ Security Standards ▪ Usage of DSC ▪ PKI and related concepts ▪ IT Management
Application Software	▪ Modules ▪ Interfaces ▪ E-Banking and Reconciliations ▪ Acceptance Criteria, Testing, etc

Mode of Training: Classroom Lectures, Group Activities, Hands on training, CBT

Duration of the training: 3 Days

d. Proposed Training Programme for the Suppliers

Target Group: Suppliers who would be participating in the e-Procurement

Objectives:

- To impart the right combination of the skill sets required for each candidate
- To get learning's from some of the best practices, and similar projects for understanding the enormity of e Procurement Project and its importance.

- To expose the participants with the various tools and templates that would be helpful in project management

Topics/Concepts to be covered:

Table A-4: Illustrative Topics to be covered in supplier training

Application Software	▪ Modules ▪ Usage of DSC ▪ Interfaces ▪ E-Banking and Reconciliations ▪ Security and Standard Features of PKI

Mode of Training: Classroom Lectures, Group Activities, Hands on Training, CBT

Duration of the training: 1 day

e. Estimated training requirements

Indicative number of audience for each programme is provided below

Table A-5: Category-wise distribution of participants

Category	***Total No. of Participants***
Policy makers for state	70
e Procurement champions for the state	105
Departmental users to be trained	2000
Suppliers to be trained including CSC operators	7000

Following indicates the total number of training sessions to be undertaken for each category of training/capacity building programme.

Table A-6: Capacity Building Requirements for e Procurement Implementation

CB Programs	Duration per Batch	Method of calculation for number of participants	No. of participants
Workshops for policy makers	3 days	1 Administrative head and 1 Functional Head from each participating Department (@ 49 departments)	**100**
e Procurement champions training	3 weeks	4 e Procurement champions per department with distributed structure and 2 e procurement champion with centralised structure	**108**
CB programs	**Duration per batch**	**Method of calculation for number of batches**	**Number of Batches**
Department users training	3 days	For departments with distributed structure 4 users per procurement unit and 15 departmental users per department with centralised structure	**42**
Supplier Training, CSC operators Training	1 day	Average supplier per department estimated at 200	**280**

ANNEXURE XIII: FACILITIES AND SERVICES PROVIDED BY SWAN AND SDC FOR E-PROCUREMENT SYSTEM

Central technology infrastructure			State commitment
Category		Infrastructure Component	
Hardware	Servers & Systems	E-Procurement Portal Server (including one for DR)	To be brought in by SI
		E-Procurement Application Servers (including one for DR)	To be brought in by SI
		Database Servers (including one for DR)	To be brought in by SI
		E-Mail & Directory Server	Available
		Firewall	Available
		SPS	Available
		Antivirus Server/gateway	Available
		Central log management server	Available
		Infrastructure Management Servers	Available
		Document Management Server	Not available/ To be brought in by SI
		Staging & Testing Servers	Staging Server Available
		End User Systems - Monitoring Data Centre Infrastructure	Available
	Networks and security	Internet Router	Available
		Load Balancers	Available
		Proxy Server	Available
		24 Port Manageable Switch	Available
		SAN Solution with SAN Switches (with 2 TB storage capacity upgradeable to 20 TB) and data backup software	Available
		24 Port Patch Panel	Available
	Peripherals	Laser Printers	Available
		42 U Racks	Available

Table -1: Scope of work for SI

Milestone	Scope of work for SI
Systems Requirement Study & System Design	Based on the Minimum Functional Requirement Specifications (FRS) provided in section 3 and Annexure XV of the RFP and detailed assessment of functional requirements in implementation phase including interfacing requirements with ERP or other legacy applications in the departments, SI shall finalize the System Requirement Specifications (SRS) in consultation with CHiPS and its representatives. The system requirement specifications shall be prepared by the SI and a formal sign-off need to be obtained from CHiPS before proceeding with the Development/ Customization of the e-Procurement system.
System Architecture Design	The SI shall design the system architecture & specifications for meeting the system requirement specifications finalized by the SI and shall obtain the approval of CHiPS. The system design shall include, but not limited to, the design of the application architecture, user interface, database structures, security architecture, network architecture and interfaces with ERP or other legacy applications being used in the department etc. It should also be amenable to integrate with any Business Intelligence tool that CHiPS may deploy during the project period for any kind of analytics that CHiPS may require for timely and effective reporting and to ensure transparency. The SI should submit the system design document to the CHiPS and should obtain the sign off on the design document before commencing the development /customization/installation of the system. However, SI shall be responsible for ensuring the compliance of the end product to the requirements specified by CHiPS in this RFP and system requirements signed-off during implementation phase.
Software Customization	The SI shall perform the software customization based on the functional, system requirement specifications and designs finalized for the e Procurement requirements. SI shall perform the configuration/ workaround /customization of the software solutions based on the requirements/ specifications finalized by CHiPS. The SI shall customize the application on an ongoing basis to suit the procurement processes of any new department/PSU/agency that shall join the e Procurement platform. Any customization of the application arising out of legal requirements in the procurement process shall be carried out by the SI.

Milestone	Scope of work for SI
Interfaces with existing legacy / ERP systems being used in the departments/ other tools like BI that the department or CHiPS may deploy during the project period	SI should Provide integration interfaces for inbound and outbound communication that provide an integration framework following Standard Integration Framework like SOA (Service Oriented Architecture), SSDG from GOI etc. This integration framework shall allow integration with multiple vendors. It should also be amenable to integration with any Business Intelligence tool that CHiPS may choose to deploy during the project period andguide the department for web service creation and necessary co-ordination with concerned department for successful integration. The proposed system should support a reliable Message Transport for delivery of messages across multiple hardware and OS platforms It should support adapters or other mechanisms for sending and receiving the information to and from the standard ERP solutions and legacy solutions. It should support Message Transformation to map proposed software application server object attributes (schema) to the corresponding formats that the external systems require.
Software Testing	The SI shall design the software testing strategy including traceability matrix, Test Cases and conduct testing of various components of the software developed/customized for e Procurement Project. The software testing shall include Unit Testing, System Testing, Performance Testing, Integration Testing etc. The SI shall obtain the sign-off from CHiPS on testing approach and plan. The SI shall perform the testing of the system based on the approved test plan, document the results and shall fix the bugs found during the testing. Though CHiPS is required to provide formal approval for the test plan, it is the ultimate responsibility of SI to ensure that the end product delivered by the SI meets all the requirements of the e Procurement Project signed-off with the department. The basic responsibility of testing the system rests with the SI. The acceptance testing by the department or any third party identified by the department envisaged in this RFP is for ensuring the systems provided by the SI meets the department's requirements. SI shall provide and ensure all the necessary support to the department or any third party in conducting the Acceptance Testing including sharing necessary project documentation, customised codes, systems designed & developed, testing strategy, test cases developed for the project, test results etc.
Data Digitization & Migration	The SI shall perform the data digitization & migration from manual and/or the existing systems to the Database of the implemented e-procurement system. The Data digitization & migration to be performed by the SI shall be preceded by an appropriate data migration methodology, prepared by SI and approved by CHiPS. Though CHiPS is required to provide formal approval for the Data Migration Strategy, it is the ultimate responsibility of SI to ensure that all the

Milestone	Scope of work for SI
	data sets which are required for operationalisation of the agreed user requirements are digitized & migrated. During the Data Quality Assessment and Review by CHiPS or any external agency, any corrections required will be identified in the data digitized by SI, and the SI shall correct and re-submit the data. The digitization of Item master and the Schedule of Rates are mandatory. The SI has to study the procurement process of the Pilot department to assess any further requirements.
Comprehensive Training	For each functional module of e Procurement, the SI is required to train the designated Department's technical and end-user staff to enable them to effectively operate and perform the services using the software. The SI shall also be responsible for re-training the employees whenever changes are made in the software. Please refer to Annexure XII for detailed scope and coverage for the training plan. The SI shall provide hardcopy of the training material to all the employees participating in the Training and softcopy of the training material shall be made available in the proposed e Procurement portal. Classroom training shall be on a planned regular basis, on demand basis subject to a minimum number of participants, and also walk in trainings on specific modules as agreed mutually by CHiPS and the SI. The SI shall also implement online training modules, which should be accessible to authorised users from the e Procurement Portal. The SI shall also provide handholding support to new users in familiarising with the e Procurement system.
Documentation	The SI shall prepare/update the documents including that of Functional Requirements Specifications, Systems Requirement Specification, Detailed Design (LLD & HLD), Test Cases & Results, User Manuals, Training Manuals, Operational Manual, Maintenance Manuals etc as per acceptable standards. The SI shall obtain the sign-off from CHiPS for all the documents submitted for e Procurement Project and shall make necessary changes as recommended by CHiPS before submitting the final version of the documents.

Table -2: Scope for IT Infrastructure Establishment for e Procurement project

Milestone	Description of Scope of Work for SI
Infrastructure Requirements Study & Finalization of BoM	**Infrastructure Requirements Study & Finalization of BoM** SI shall perform a detailed assessment of e Procurement system requirements discussed in section 4, the number of locations, users, transaction volumes and assess the Infrastructure requirements for operationalisation of the e Procurement system and to provide the services in conformance with the SLA. While assessing the BoM, the bidders shall consider the requirement of necessary redundancy/backup in the servers through clustering implemented in active-active or active-passive mode to meet availability and performance requirements of the system. While assessing the core IT infrastructure requirements in the Data Centre and DR sites for e Procurement system, SI shall ensure that the proposed infrastructure supports the necessary scalability and performance requirements during rollout phase. Annexure IX Form VI details indicative bill of material and specifications only for implementation of e Procurement system. It is to be noted that the bidders are required to perform necessary sizing of IT infrastructure required for implementation of e Procurement system and to maintain the performance of the systems in line with the SLAs provided in the RFP. However, the system proposed by bidders shall ensure scalability and performance requirements during the rollout phase and it is the responsibility of the SI to avoid the overloading of the infrastructure and optimum performance, is expected to access the expected load / user and if required upgrade the central hardware infrastructure (For e.g. Servers, SAN etc) with state-of-the-art technology at the end of three years of implementation. If the performance of the system is affected on account of the installed hardware limitations, due to the rapid growth in the transaction volumes on the platform, the SI is required to augment the infrastructure (For e.g. Additional servers, storage space etc) Following points shall be taken into account for performing the systems sizing for the e Procurement system implementation. a. Envisaged transaction volumes for e Procurement system and its modules is provided in Annexure VIII of this RFP, which can provide input for performing the server/system sizing at the SDC/DR sites and to ensure system performance in line with key performance indicators highlighted in SLA. b. The minimum user base for e Procurement system and its modules is also highlighted in the RFP. It is required to consider a total of 5000 departmental users while performing the sizing for the IT infrastructure for e Procurement system. c. Further, department employees may also use e Procurement system through internet in case of unavailability of intranet/SWAN access or from locations not having intranet connectivity. d. For the infrastructure proposed at the data centre and DR site, necessary system software for supporting clustering and load balancing of servers for ensuring scalability and availability shall be proposed. It shall enable adding more servers during rollout phase, without procuring any additional software

Milestone	Description of Scope of Work for SI
	for clustering/load balancing.
Procurement of IT Infrastructure	The SI shall procure & supply the IT Infrastructure for e Procurement system based on its needs assessment and Bill of Material quoted in the proposal. The SI shall ensure that all the equipment supplied to the department is brand new and is free of any defect of any sort. The IT infrastructure supplied by the SI shall be subjected to a third party audit to verify the compliance of infrastructure with the BOM and specifications provided in its proposal. SI shall get the third party audit and submit a report to CHiPS. Any gaps shall be addressed by SI at no additional cost.
IT Infrastructure Installation	The SI shall be responsible for operationalisation of the supporting IT infrastructure for e Procurement system at SDC and DR site. It is to be highlighted that it is the responsibility of SI to coordinate with SDC and SWAN services provider to ensure that e Procurement infrastructure is implemented and integrated with shared infrastructure of SDC and SWAN. The Internet Protocol (IP) addressing plan and design of the e Procurement Infrastructure shall also take into consideration, the Internet Protocol (IP) addressing plan implemented for SDC and SWAN. This will ensure effective integration of the system and services of the e Procurement system, and accessibility to the users across all the facilities. The SI shall own this responsibility for ensuring the same.
Infrastructure audit	The SI shall agree for a comprehensive third party security audit of security infrastructure proposed to be conducted by the CHiPS. Such audit shall also include reviewing the processes/systems implemented in the data centre (including the rules/policies defined in the common/shared infrastructure such as routers, firewalls, switches, load balancers, data storage/backup etc, which are used for e Procurement system).
Implementation of SLA Monitoring System	SI shall design, implement/customize a reputed Enterprise Management System (EMS[1]) and shall deploy any additional tools required to automatically monitor the SLAs listed in this RFP. The SLA recording and reporting system implemented by SI shall be reviewed by an Independent organization who will certify the same. Certification of SLA recording and reporting system is also a part of system Go-Live milestone. SI shall ensure that proposed EMS address all the SLA measurement requirements and calculation of applicable penalties as indicated in the RFP. The EMS and SLA Monitoring system shall be implemented and submitted to third-party testing agency by SI for testing and review along with e Procurement software. The observations of the third party agency shall be addressed at no additional cost and same shall be tested and verified again

[1]EMS at the minimum should monitor the health of Data Centre, Application, Database, Servers & Network. EMS should be capable of monitoring or administering software patches/upgrades, asset monitoring, incident management, change management, etc.

Milestone	Description of Scope of Work for SI
	before the e Procurement system is allowed to go-live.
Warranty and including System Software Support	The SI shall warrant that the Infrastructure installed for the e Procurement platform shall have no defects arising from design or workmanship or any act or omission of the SI. The warranty shall remain valid for a period of five years from the date of go-live of the e Procurement system. The SI shall provide the warranty for IT solution supplied for e Procurement system for a period of five years on all the items supplied as per the contract. The SI shall replace any parts/components of the IT Infrastructure supplied for e Procurement project if the components are found defective during the entire warranty period. SI shall provide Support for the System Software supplied by the SI for the e Procurement Project. CHiPS shall not pay any additional costs separately for Warranty and System Software Support and the overall solution cost quoted by SI shall include the same. The SI shall provide comprehensive Annual Maintenance Support for the system software/COTS implemented for e Procurement system. The annual maintenance support shall include addressing issues/errors in the system software, addressing the bugs, applying the latest upgrades/patches/releases from the OEM after appropriate testing in the staging area. SI shall ensure that all the application software upgrades/releases are appropriately tested in the staging area and are applied on live instance only after such comprehensive testing. Any downtime/system outage for e Procurement system caused by applying such patches shall be attributed to the SI as system downtime and may attract penalties as per SLA.
Documentation	The SI shall undertake preparation of documents including that of Infrastructure solution design & architecture, configuration files of the Infrastructure, user manuals, Standard Operating Procedures, Information Security Management procedures as per acceptable standards. The SI shall take sign-off on the deliverables (*documents*), including design documents, Standard Operating Procedures, Security Policy & Procedures from CHiPS and shall make necessary changes as recommended by CHiPS before submitting the final version of the documents. These documents shall be submitted to the government in both hard and soft copies.

Table -3: O & M Services for Application Software

Requirement	Scope
Compliance to SLA	The SI shall ensure compliance to uptime and performance requirements of e Procurement system as indicated in the SLA in this RFP and any upgrades/major changes to the software shall be planned accordingly by SI for ensuring adherence to the SLA requirements.
Application Software Maintenance	The SI shall address all the errors/bugs/gaps in the functionality offered by e Procurement system (*vis-à-vis the FRS & SRS signed off for e Procurement*) at no additional cost during the operations & maintenance period. For performing any minor changes to the system, a separate Change Control Note (CCN) shall be prepared by SI and shall be executed by the SI within the specified time limits in the SLAs. Any changes/upgrades to the software performed during the operations & maintenance phase shall be subjected to the comprehensive & integrated testing by the SI to ensure that the changes implemented in the system meets the desired and specified requirements of the department and doesn't impact any other function of the system.
Problem identification and Resolution	Identification and resolution of application problems (e.g. system malfunctions, performance problems and data corruption etc.)
Software Change & Version Control	All planned changes to application systems shall be coordinated within established Change Control processes to ensure that: a. Appropriate communication on change required has taken place b. Proper approvals have been received c. Schedules have been adjusted to minimize impact on the production environment The SI shall define the Software Change Management & Version control process and obtain approval for the same from CHiPS. For any changes to the software, SI has to prepare detailed documentation including proposed changes, impact to the system in terms of functional outcomes/additional features added to the system etc. SI is required to obtain approval from CHiPS for all the proposed changes before implementation of the same into production environment and such documentation is subject to review at the end of each quarter of operations & maintenance support.
Maintain configuration information	Maintain configuration information for application software and any system documentation.

Requirement	Scope
Maintain System documentation	Maintain and update documentation of the software system. Ensure that: a. Customisation is documented b. Functional specifications are documented c. Application documentation is updated to reflect on-going maintenance and enhancements including FRS and SRS, in accordance with the defined standards d. User manuals & training manuals are updated to reflect on-going changes/enhancements e. Standard practices are adopted and followed in respect of version control and management.

ANNEXURE XIV PROJECT TIMELINES AND PAYMENT TERM

Table -1: Stakeholder Responsibilities, Project Deliverables & Timelines for Implementation for e procurement system Implementation.

1. ***EC*** **-** Empowered Committee
2. CHiPS – Chhattisgarh Infotech and Biotech Promotion Society
3. ***SI***– Application System Integrator
4. ***CAA*** – Certification & Audit Agency
5. ***PMU*** **–** Project Management Unit

S. N	Milestone	Deliverables from SI	Time-lines	EC	SI	CHiPS	Department	PMU	CAA
	Implementation of all modules of Indent Management*, e procurement portal, Vendor Management, e Tendering, Contract Management, Finance & Accounting, e payment and MIS in Pilot department								
a.	Contract sign-off	▪ PBG for 10 % of total contract value	Contract Sign-off (T)		Y	Y			
b.	Submission of Project Plan	▪ Detailed Project Plan for Design, Development & Implementation of e Procurement ▪ Ordering for SDC Hardware and system software submit the order copy to CHiPS.	T+ 1 Week		Y				
c.	Gap Analysis for e-Tendering with 5 department	▪ GAP Analysis in 5 departments (PWD, WRD, PHED, CSIDC, CGMSC) for e-Tendering module and submit the Gap analysis report to Department and copy to CHiPS.	T+4 Weeks		Y		Y		
d.	Sign off for Gap Analysis of e-Tendering with 5 department	▪ Sign off for GAP Analysis report from 5 departments (PWD, WRD, PHED, CSIDC, CGMSC) for e-Tendering module and submit copy to CHiPS.	T+5 Weeks		Y		Y		

S. N	Milestone	Deliverables from SI	Time-lines	EC	SI	CHiPS	Department	PMU	CAA
e.	Initiation of STQC activity	▪ Letter for testing slots and proposal for the same	T+5 Weeks			Y			
f.	Gap Analysis for e-Tendering	▪ GAP Analysis in 35 departments (Live on current system) for e-Tendering module and submit the Gap analysis report to Department and copy to CHiPS.	T+8 Weeks		Y		Y		
g.	Sign off for Gap Analysis of e-Tendering with 35 department	▪ Sign off for GAP Analysis report from 35 (Live on current system) for e-Tendering module and submit copy to CHiPS.	T+9 Weeks		Y		Y		
h.	Deployment of Hardware at SDC	▪ Deployment and commissioning of Hardware at SDC	T + 10 Weeks		Y				
i.	Deployment of Customized Module for e-Tendering for first 5 department as per Final GAP report	▪ Customized Software for e-Tendering Module should deployed at SDC	T+12 Weeks		Y				
j.	Submission of relevant document for STQC testing	▪ Approved GAP report for e-Tendering module sent to STQC	T+12 Weeks			Y			
k.	Integration with payment gateway	▪ Integration with Payment Gateway provider	T+14 Weeks		y	y			
l.	Integration of Digital Signature	▪ Integration with Digital Signature	T+14 Weeks		y	y			

S. N	Milestone	Deliverables from SI	Time-lines	EC	SI	CHiPS	Department	PMU	CAA
m.	User Acceptance Test for e-Tendering Module for first 5 department as per Final GAP report	▪ Department wise User Acceptance Test for e-Tendering Module	T+16 Weeks		Y	Y	Y		
n.	Training to 5 department users	▪ User training for departmental officials in First 5 Departments	T + 17 Weeks		Y	Y	Y		
o.	Training to Bidders for 5 Department	▪ User training for Bidder in 5 Departments	T + 18 Weeks		Y	Y	Y		
p.	Meta Data Entry and Master Data uploading in system for 5 Department	▪ Vendor/Bidder registration ▪ Master Data uploading	T + 19 Weeks		Y		Y		
q.	STQC Security Testing	▪ STQC Security Testing for e-Tendering Module in First 5 departments	T+18 Weeks		Y	Y			
r.	Deployment of Customized Module for e-Tendering for first 35 department as per Final GAP report	▪ Customized Software for e-Tendering Module should deployed at SDC	T+16 Weeks		Y				
s.	User Acceptance Test for e-Tendering Module for 35 department as per Final GAP report	▪ Department wise User Acceptance Test for e-Tendering Module for 35 department as per Final GAP report	T+18 Weeks		Y	Y	Y		

S. N	Milestone	Deliverables from SI	Time-lines	EC	SI	CHiPS	Department	PMU	CAA
t.	Training to 35 department users	▪ User training for departmental officials in 35 Departments	T + 22 Weeks		Y	Y	Y		
u.	Training to Bidders for 35 Department	▪ User training for Bidder in 35 Departments	T + 26 Weeks		Y	Y	Y		
v.	Meta Data Entry and Master Data uploading in system for 35 Department	▪ Vendor/Bidder registration ▪ Master Data uploading	T + 26 Weeks		Y		Y		
w.	Submission of updated FRS for modules and functionalities planned for e Procurement system as part of Phase I	▪ Updated and final Functional Requirements Specifications (FRS) Documents ▪ System Requirement Specifications (SRS) Document	T + 26 Weeks						
x.	Sign-off from Department on final FRS document	▪ None (Deliverables for this milestone shall be responsibility of Department and is dependent on conformance of SI's performance against the above mentioned activities and milestones).	T + 29 Weeks						

S. N	Milestone	Deliverables from SI	Time-lines	EC	SI	CHiPS	Department	PMU	CAA
y.	Submission of System Design Documents & Testing Approach & Plan documents	▪ Technical / System Design Document including but not limited to : • Logical and Physical Data base Design • Logical Data Dictionary and data / file formats • Component, and Deployment Views of the Application • Collaboration, Class diagrams in the UML notations • Security and Features • Performance Features • Interface / Control Design Features ▪ Report on Fitment & Gap Analysis for COTS solution proposed for e Procurement system ▪ Traceability Matrix ▪ Document on Testing Approach for e Procurement Application Software, along with the test results cases and test results including but not limited to • Type of Inputs (functional / performance / stress / Acceptance / structural) also including Test Coverage / boundary conditions • Machine Configuration • Test Assumptions • Exact test stimuli as applicable • Response Time / Execution Time / Throughput • Data Migration Plan	T+ 30 Weeks						

S. N	Milestone	Deliverables from SI	Time-lines	EC	SI	CHiPS	Department	PMU	CAA
z.	Sign-off from Department on system design documents	▪ None (Deliverables for this milestone shall be responsibility of Department and is dependent on conformance of SI's performance against the above mentioned activities and milestones).	T + 32 Weeks						
aa.	Customization of application software and submission of solution for Third Party Acceptance Testing & UAT*	▪ Customized, tested e Procurement software (Note: before submission of software for third party acceptance testing & UAT, the SI should perform in-depth internal testing and should address all the gaps identified during such internal testing.) ▪ Reports on Various Tests performed for e Procurement system along with the results & resolution reports for the issues identified during Testing	T + 34 Weeks						
bb.	Submission of Third Party and User Acceptance Testing Reports	▪ None (Deliverables for this milestone shall be responsibility of Department and is dependent on conformance of SI's performance against the above mentioned activities and milestones).	T + 36 Weeks						
cc.	Submission of Third Party Review Reports for Project Documentation	▪ None (Deliverables for this milestone shall be responsibility of the Department and is dependent on conformance of SI's performance against the above mentioned activities and milestones).	T + 38 Weeks						

S. N	Milestone	Deliverables from SI	Time-lines	EC	SI	CHiPS	Department	PMU	CAA
dd.	End – user training for all modules	▪ Completion of Training for all the users covered in Phase I ▪ Change Management Workshops including presentation materials and related documents ▪ Updated Training & User Manuals	T+ 40 Weeks						
ee.	Go-live of e Procurement software for the selected Pilot department	▪ Defect free e Procurement system along with customised codes, library files, DLL's, Setup programs, Documentation, etc. ▪ Updated & Final System Requirements and Design Documents ▪ Updated project documentation including Maintenance Manuals for Administration and Maintenance of e Procurement system ▪ SLA Monitoring & Measurement system using EMS	T+ 42 Weeks						
ff.	Quarterly Operations & Maintenance Support	▪ Post Implementation Support to user Departments ▪ Call Log & Resolution Reports for Helpdesk ▪ Daily/Weekly/for-nightly/monthly Performance Monitoring Reports for the e Procurement system	To commence from T + 42 weeks						
		▪ Updated system design documents, specifications, ▪ Latest customised code, application deployment files, configuration files for entire solution ▪ Updated user manuals, administration manuals, training manuals etc ▪ Software change logs etc.	At the end of Each Quarter during O & M						

S. N	Milestone	Deliverables from SI	Time-lines	EC	SI	CHiPS	Department	PMU	CAA
a.		Monitor and measure the performance of the SI against the contractual obligations							
b.		Operations & maintenance of e Procurement system at DC, DR sites							
c.		Performance management including fine-tuning of Operating System, Application Server, Database server, end user systems at DC, DR							
d.		Obtaining Insurance of the IT Infrastructure for the e Procurement system and related IT infrastructure for DC, DR							
e.		ISO27001 Certification for e Procurement system within twelve months from date of go-live for DC, DR sites							
f.		SLA measurement & reporting for e Procurement project and SI services							
g.	*** ATS services after the contract period	▪ Post transition to the GoC or the new vendor after the contract period, the SI shall continue to provide ATS services for SI owned software or system software licensed from third parties that are required for the functioning of the e procurement system. Such ATS services shall include but not limited to updates, upgrades, installation of patches etc.	From contract expiry/ termination to perpetuity or as mutually agreed						

**** Customisation and rollout of all modules at the pilot department.**

***** Annual Cost of ATS services after contract period shall be as per the quote by the bidder in the Commercial bid. The option to avail or not of such services shall rest solely with the GoC.**

Key Notes for above Table:

a. **"Go-live"** means the date on which one complete cycle of transactions/ services for all modules is completed in the Pilot department

b. Penalties shall be levied by CHiPS for delay in completion of the milestones. The details of the penalties are specified in the Service Level Agreements section of this RFP.

c. It is to be noted that upon completion of Go-live and at the end of each quarter of operations and maintenance support, SI is required to submit all the updated system design documents, specifications, customised code, application deployment files, user manuals, administration manuals, training manuals, software change logs and all other applicable deliverables as listed in this section and payment of fees related to these mile stones is subject to receipt of such deliverables.

d. All the documents/manuals as referred above shall be kept up to date by the SI based on the changes to the system functionality performed during the contract period. The revision history shall be maintained by SI for all such changes. It may be noted that the timeline for each milestone shown in the table above will be enforced independently, even though some of them are inter-dependent. This will have the cascading effect of penalties for delays in all other milestones dependent on the precedent milestone. Hence the SI will have to be extremely careful in establishing an excellent project management set-up.

e. Certification of the e Procurement project by third party agency should be completed within 6 months after Go-Live. SI is required to address all the gaps identified during testing to the satisfaction of the CHiPS prior to Go-live.

f. The payment during O & M phase is also subject to successful demonstration of SLA measurement process/reports for the SLA's indicated in this RFP. The SI shall implement/customize/develop any additional tools to record and report the performance indicators as detailed in this RFP. The SLA reporting tools/process implemented by the SI is subject to a Third party review and SI shall address any issues identified during such third-party review for achieving the eligibility for this payment.

Table -1: Payment Terms during contract period

No	Details	Unit	Qty	Payment Term				
1	Cost of Application modules / licenses for 500 User	No.	500	100% Payment on receipt of licenses				
2	Cost of Application modules / licenses for 100 User for Maximum up to 5000 user	No.	100	100% Payment on receipt of licenses				
3	Hardware As per Solution Proposed	Lump Sum	1	Deployed at SDC 50%	Balance 25% on UAT in Five department for e-Tendering	Balance 5% Per Year in Next 5 year (Total 5 Instalment)		
4	ATS For Four Year	Year	4	100% Yearly cost for ATS will be pay in advance				
5	Customization and Implementation cost for Proposed Solution for all Modules in All department as per department requirement(UAT in all department for all Module)	Lump Sum	1	15% on UAT of e-Tendering module in First 5 department & 5% on UAT of other 20 department	15% on UAT of Indent Management module in First 5 department & 5% on UAT of other 20 department	15% on UAT of e-Auction module in First 5 department & 5% on UAT of other 20 department	15% on UAT of Contract Management module in First 5 department & 5% on UAT of other 20 department	15% of other module in first 5 department & 5% on UAT of other 20 department
6	O&M Charges							
I	Indent Management	Flat fee per transaction		Every Quarter on the basis of No. of Transaction				
II	e Tendering (incl. Vendor Management)							

No	Details	Unit	Qty	Payment Term
III	e Auctions			
IV	Contract management fees			

Table 2 –ATS fee after project period

S. No	Details	Payment terms	Paid by
	Provision of ATS for the e procurement system after implementation period i.e. post 5 years after Final Go Live perpetually or for a period mutually agreed. For calculation of revenues ATS for one year is considered	Annual fee	CHiPS

ANNEXURE XV DESCRIPTION OF MODULES AND FUNCTIONAL REQUIREMENTS

Note: The details provided in this section are listed as per the department's requirement; however, bidders may request CHiPS to provide the bidder a chance to study the processes of the departments.

This section presents the key and minimum functional requirements specifications for the proposed systems for the Department.

Functional Module	Vendor Management (VM)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
Overview of Module	Vendor Management module shall enable registration of suppliers/vendors with e-Procurement system, to participate in electronic public procurement transactions, and management of vendor profiles (including vendor performance history, authorizations in the system, activation or deactivation of the access etc.)		
General			
1.	System shall provide single interface for registration of all the suppliers who intend to do business with the Government of Chhattisgarh and its constituent departments		
2.	System shall support user registration along with the facility for the user to select his own user-id while password generation shall be performed by the system, which should be mailed to the email-id specified during the registration process		
3.	System shall support registration using Digital certificates of Class II and III category (token based is a must) issued by any CA authorised by the CCA in India. The DSC of the vendor should be mapped with his user ID to avoid vendor using any other DSC for online Tendering.		

Registration Form Submission & Processing			
4.	System shall provide facility/forms/tools for online filling of user registration/supplier registration forms.		
5.	System shall implement the validation controls to ensure that all the mandatory fields are filled by the user.		
6.	Facilitate the applicants to save a partly filled application form for registration in 'Save Draft' mode for a period of 90 days. Further, once the basic profile is created, the System shall also have 'Auto-Save' functionality to ensure that additional information already entered by the user does not have to be re-entered in case of any outages/ navigation errors.		
7.	During the pre-registration process, upon receipt of the application from the users, system shall generate temporary identification number for the applicant to enable tracking the status of registration process.		
8.	System shall facilitate the users to track the status of the application submitted for registration of the users.		
9.	Enable online payment of fees applicable for registration with the system including payment through credit card/debit card/direct debit/Internet Banking etc.		
10.	System to facilitate routing of the user registration requests to the competent authority designated by Government of Chhattisgarh for approval.		
11.	System shall provide alerts to the competent authority for the new user registration requests received in the system		

12.	System shall enable the Competent Authority to approve/reject the applications for user registration based on a predefined workflow and business rules. System shall verify the user registration request from the companies which are blacklisted or suspended from work by the government and shall provide the alerts to the approving authority on the same. The System should provide facility to capture approval and rejection details of user registration application. The System may restrict 1. Users from such companies to submit the registration requests from such companies till the time suspension is withdrawn 2. New tender information dissemination to such vendors and block them from participating in any tender during such suspension period. After the suspension period these restrictions shall be automatically repealed by the system.		
13.	System shall facilitate capturing the remarks of the approving authority to specify the remarks during the approval process or reasons for rejection if any		
14.	System shall facilitate communication of status of registration/ rejection (along with reasons for rejection) to the applicant through an email alert/SMS along with the online status in the e-Procurement system		
15.	System shall facilitate configuration of renewal periods for the registered users based on the category of subscription of the end users during the registration process		
16.	System shall provide alerts to the registered users and registering authority both, 30 days prior to the date of expiry of the validity and the process for renewal of the registration and Digital Signature both. System shall facilitate providing alerts to the users through e-mail, SMS or notification in the workspace of the user in e-Procurement system		
17.	System shall facilitate online renewal process for the registered users in accordance with the defined process and payment terms as prescribed by the CHiPS.		

18.	Automatic cancellation of the registration on expiry of validity and system shall provide alerts (through e-mail, SMS or notification in the workspace of the user in e-Procurement system etc.) to the user on expiry of the registration along with the process for activation of the registration		
19.	Enable the user to withdraw the registration on a voluntary basis through submission of online application using the related online form provided in the portal. System shall restrict submitting the withdrawal request if the user/company is currently participating in the tendering process		
20.	System shall facilitate the authorized officials of the CHiPS to cancel the registration of any particular contractor or to suspend any contractor or supplier, following the business rules laid down by Government in this regard. System shall implement necessary workflow and approval mechanisms to affect such cancellations/suspensions.		
21.	Enable authorized officials of the backend departments to search the database for list of registered contractors / suppliers based on the 'search' criteria like lines of business, turnover, past experience etc. Supplier details and department officers' details shall be made available to public as well as departmental officers. However, public view of vendor details shall be subject to privacy norms prescribed by the departments.		
22.	Any search related to company information should be based on CIN/Supplier ID and profile should be developed based on it. The user and company profile information as identified as confidential should be stored in encrypted format which shall be made available only to restricted users.		
Supplier Organization Profile			
23.	For the first time registration of a supplier/vendor, system shall create both the supplier organization profile and the profile of the user (*including title, first name, last name, designation, address, e-mail id, phone number, PAN etc.*) representing the supplier organization. For subsequent user registrations from the same supplier organization, system shall establish relationship between the		

	user and the CIN/Supplier ID existing in the system.		
24.	System shall provide standard template for capturing all generic information of the supplier organization including mandatory and non-mandatory fields. Mandatory information may include name of the company, registration number, registration date, registered office address, contact information, certificate of incorporation, VAT/PAN/GST numbers and certificates, Financial information including balance sheets, Tax returns etc.		
25.	System shall facilitate uploading of necessary attachments as required by the government procedures, for establishing identity and past experience (e.g. Registration certificate, PAN card, balance sheets etc.)		
26.	System shall capture the following minimum information of the applicant with appropriate field-level validations for each field. This information is to be linked to Vendor's ID. a. Name b. Address of the registered office, branch offices c. Category of Business d. Corporate Information (CIN, GST, PAN, VAT No., CST etc.) e. Nature of business proposed to be conducted with Government (Goods, Services, Works) f. Financial Information (Annual Turnover, Net worth) g. Experience particulars h. Points of Contact including e-mail ids etc. The above or any other details of Vendors /Supplier's should also be made available for public view in e-Procurement Portal as per RTI requirements. However, public view of vendor details shall be subject to privacy norms prescribed by the departments.		

27.	System shall facilitate registered suppliers to define their profiles in terms of types of business and contracts they are interested in.		
28.	The supplier should be able to request for alerts through email, SMS or notification in his workspace when a new PIN/NITs is published in the Tender journal which are in the areas of his business interests and shall be based their preferences and contractor class/ area / office/ estimated value of the project.		
29.	System shall create and implement a separate user workspace/ email inbox for each supplier and system shall automatically notify suppliers on new business opportunities, status updates on tender processing, contract management etc. based on their preferences and contractor class/ area / office/ estimated value of the project.		
30.	Provide users with ability to set-up SMS alerting preferences (i.e. types of notifications to be sent, mobile numbers, delivery times, etc.). These alerts shall include the tender release details, corrigenda released, changes in tender schedule, results etc. depending upon the preferences set by the vendor, departments registered with by the vendor and the classification of the vendor by the department.		
31.	System shall capture the type of business of the company based on which additional information shall be captured which is specific to the respective category of business (e.g. If category of business is software development, the related information which can be captured is SEI CMMi certification, number of employees in software development, etc. and if type of business is works/infrastructure development, the relevant information which can be captured is Class I/Class II/Class III category related information). SI shall work with the CHiPS in identification of such categories of business and related information, which can be captured for such categories of business.		

32.	System shall maintain a profile for each vendor capturing the following levels of information: Level 1: Basic vendor information requested during every tender process Level 2: Information regarding products offered by vendors Level 3: Information regarding vendor contract history & performance		
33.	For Level 1 information, the form shall contain all the fields that are used during the pre/post qualification process for selecting vendors		
34.	For Level 2 information, the system should provide an option for the vendor to update their profiles by including details of sectors in which they operate, product categories & the items that the vendor can offer to the government. A provision may also be provided for vendors to upload the citations of contracts executed for the products that they claim to offer. There needs to be a provision to link these fields to the Item code master.		
35.	For Level 3 information, the system shall record the data regarding the bids submitted by a vendor and contracts awarded to the vendor. Alternately, the system shall allow vendor to update his experience in the system only after due approval of a user department		
36.	System shall enable the vendors to fill in the minimum mandatory requirements during the registration process and shall facilitate updating the remaining profile of the vendor as and when required.		
37.	System shall provide facility/forms/tools for offline filling of Level 1, 2 and 3 details of vendor profile. During such process, system shall apply all the validations as applicable during the online filling of such forms. This shall not impose the users to purchase or usage of any proprietary commercial software for using/filling-up the forms. Any software required for usage of such forms/tools must be made available on the e-Procurement portal for free download by the users.		

38.	System shall provide for linking between this module and the contract management module so as to capture the Vendor performance data and blacklisting information. The same should be maintained as part of the vendor profile (Level 3 information).		
39.	System shall provide for categorising/ class of the vendors, based on the vendor information and government policy, by the department users.		
Validations & Controls			
40.	System should ensure that all the mandatory information for registration is provided by the user and system shall highlight all registration fields that have not been filled in completely & correctly by user. System shall have 'Auto-Save' functionality to ensure that the data filled in the online forms is not lost due to page re-load, system outage etc. Thus, the System should not require the user to enter the details already entered and shall only require the user to submit incremental data.		
41.	System shall perform validations for the information supplied by the user (including verification of mandatory fields, usage of same e-mail address and existence of same username, existence of same company etc.).		
42.	In case multiple web pages are used for registration, system shall display the errors/gaps, with clear pointers to the fields having gaps/errors, in the information provided by the user in each page before moving to the next page and system shall ensure that such gaps/errors are addressed before moving to the next page in the registration process.		
43.	Upon completion of the complete data entry, system shall display the data entered by the user in a consolidated view for verification and confirmation by the user.		
44.	System shall inform user of a failure in case the same username already exists in the system, inform		

	the user of the failure through an appropriate message and propose alternative usernames		
45.	System shall facilitate usage of Company Identification Number (CIN) issued by Ministry of Corporate affairs, where available, as the ID for the supplier organization in the e-Procurement system. In cases wherein the CIN is not available for a given vendor, the system shall generate a Unique ID.		
46.	For registered users, system shall facilitate creation of additional users for the company, which in-turn shall require approval of the registration approval officer from CHiPS for activation of the user credentials in the system. System shall maintain the detailed audit trails for creation of user ids, approval of user ids, changes in user details etc.		
47.	System shall provide alerts to the users creating the same supplier organization profile (*based on the CIN, PAN, company name etc. and with primary validation on CIN/PAN)*, if the supplier organization profile already exists in the system and shall restrict creation of such duplicate profiles, unless the organization does another business or is based out of a separate geography. However, in cases where multiple registrations happen for one CIN/PAN, the System shall require an approval from the original registered vendor before the new registration is carried out.		
48.	System shall interface with MCA21 system/database for online validation of the credentials of the company provided by the users during the registration process or during the subsequent changes to the profile.		
49.	System shall also interface with PAN Database of Income Tax Department for online validation of the credentials of the individual information provided by the users during the registration process or during the subsequent changes to the user profile.		
Security Management			

50.	Supplier registration shall be carried out in a secure and encrypted session between the end-user system and the e-Procurement system		
51.	Vendor credentials (e.g.: passwords) must be stored in an encrypted/hashed format and access to such information must be restricted from all categories of users, including DBAs.		
52.	System shall support two level authentication mechanism i.e. User id+ Password and Digital Signature Certificate based authentication for all registered users. This mechanism must be adopted for all the transactions in the system. Vendor details should be mapped to the Digital Signature Certificate to ensure that the vendor can only use the DSC mapped to his Vendor ID to participate in the e procurement system. For general information/public information required for all the users, no user authentication is required.		
53.	System shall restrict programmed attempts to create user ids in the e-Procurement system through implementation of techniques such as '*captcha*'.		
54.	The system should put in place mechanisms, based on industry standards, which assist the vendors in retrieving the forgotten credentials (e.g. passwords). Such process shall be fool-proof to ensure misuse of vendor credentials. Such practices may include not disclosing the forgotten passwords online in the portal to the users, mailing the forgotten password to the e-mail address indicated by the user in his profile etc.		
55.	Registration process must ensure the confidentiality, integrity and non-repudiation of the user and supplier organization credentials during information transfer and storage.		
56.	System shall implement anti-virus checks for the uploaded documents for ensuring that virus-free documents are uploaded into the system.		
57.	System shall maintain the detailed audit trails for the registration application submitted in the system		

	including the date and time of receipt of the application form.		
58.	During the first login attempt, system shall mandate the users to change the auto generated passwords and system shall ensure that industry standard password controls are implemented to restrict unauthorised usage of system (e.g. minimum of eight characters, usage of alpha-numeric characters, avoiding usage of CIN number, PAN number, company name as passwords and enforcing password changes at defined intervals etc.).		
59.	System shall provide facility to edit the mandatory and non-mandatory data in the user and supplier profiles. For changing the non-mandatory fields, system can apply changes based on the changes made by the users. For changing the mandatory fields, the system shall implement workflow and approval process, which must require approval from the government.		
60.	System shall implement detailed audit trails for the changes made to the supplier/user profiles including the approvals provided for such changes.		
61.	Provide an online and intuitive help/instructions for registration of users/supplier organizations in the e-Procurement system		
Online Help			
62.	Provide FAQs on the registration process in the portal. FAQs should be made available for public view.		
63.	System shall provide WBT/CBT for demonstrating the online registration process in detail. Such programmes shall explain each phase of the registration process, contents and documents to be attached during registration etc. Vendor shall provide such online training programmes in both English and local language (Hindi).		

64.	Implement Online Grievance Redressal mechanism for receipt of grievance applications w.r.t. the user registration process, allocation of grievances to the designated personnel identified by CHiPS, processing of grievances and monitoring of grievance redressal mechanism		
65.	System shall provide appropriate guidance to the users on the need and procedure for obtaining a Digital Signature Certificate (DSC) for effecting transactions under the e-Procurement system		
66.	System shall provide the list of the authorised Certifying Agencies, their contact information for obtaining the Digital Signature Certificates and along with the application forms and processes for obtaining the DSCs		
67.	System shall provide the URL/link to the portals/websites of the Certifying Agencies, which are authorised to provide the digital signature certificates. System shall also provide necessary system software/drivers required for usage of digital signature certificates/media issued by CAs		
MIS & Reports			
68.	System shall provide MIS on the Vendor Management functions for any selected period including number of applications received for registration, pending applications for approval, duration and average time for approval, number of cancellations/renewals, amounts collected through registration processes etc.		
69.	System shall maintain detailed audit trails for the application received, process carried out for the application and final outcome of the application submitted including the details of the actors in the system, date and time.		
70.	System shall facilitate generation of case history for each user registration request and ability to print such record in a user friendly and readable format.		

71.	Provide the list of contractors/vendors registered with the portal location wise/district wise/procurement item category wise including the projects executed by the vendor (optional if selected by the user generating the report)		
72.	Vendor performance history report detailing the list of projects awarded to the vendor, status and outcome of the project, project ratings (if any), information on whether vendor is currently allowed to do business with government etc.		
73.	Vendor rating reports based on total number of projects awarded/ total value of projects awarded during the year etc.		
74.	List of vendors barred from doing business with the government and List of defaulted contracts in signing the contracts with the government		
75.	Average time for vendor registration in the e-Procurement portal (in total and for a given duration selected by the user)		
76.	Report on inactive users (vendors who have not submitted bids on the platform for a given period)		
77.	Report on expiry of digital signature certificates (to provide alerts to respective users).		
78.	A certifying authority-wise report based on the DSCs used by the user		
79.	Report on non-local vendors (Vendors from outside the state of Chhattisgarh) and the items/ type of tenders they bid for.		

Functional Module	Indent management (IM)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
Overview of the Module	Indent Management module facilitates the CHiPS department users for creation and submission of indent requests for procurement of goods and works, supports estimation of costs for works, goods, and aggregation of demand for goods		
Item Master Management			
1.	System shall facilitate creation of Master list of items (item master) for works and goods, which are required for creation and submission of indents for procurement		
2.	System shall facilitate and implement usage of Common Procurement Vocabulary (CPV) for procurement of goods/works/services including implementation of item code standardization.		
3.	Item Master list creation process for goods and works shall include appropriate workflow, approval and audit trails inbuilt into the system		
4.	The item master shall facilitate capturing the unit rate for the goods and the Schedule of Rates (SOR) for the items required in works contracts		
5.	SOR creation and updating shall be supported by appropriate workflow and approval process with detailed audit trails for creation and approval		

Functional Module	Indent management (IM)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
6.	System shall facilitate uploading of the SOR through the standard document templates prescribed by e-Procurement system (e.g. MS Excel)		
7.	In case of works procurement, system shall support estimate generation by specifying quantity of work and by using pre-approved SOR		
8.	In case of works procurement, system shall facilitate maintenance of an item master of all specifications; facilitate storing of the Schedule of Rates (SOR) in the system for use during the preparation of the estimate		
9.	System shall facilitate procurement planning for departments (*which are willing to use the facility)* to define the list of items planned for procurement during the next 1, 3, 6 and 12 months period including the quantity, if available. During the indenting process, system shall ensure that list of items selected for indenting is part of the predefined list of items planned for procurement. Indenting for such items shall go through the normal work flow process for approval and for items not forming part of such predefined list of planned items; a separate approval process/workflow shall be implemented.		
Indent Submission & Processing			
10.	System shall facilitate creation of indents for works and goods procurement using the standard list of items in the item master and indent creation process shall capture the details such as items for procurement, quantity, requisitioner details, details of budget head under which procurement is proposed (*if budget for that procurement is pre-approved),* details of technical		

Functional Module	Indent management (IM)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
	and administrative sanction, work location or delivery location for goods etc.		
11.	System shall facilitate defining the list of locations, mapping/linking the locations to a particular division/district etc. System shall implement detailed audit trails for creation and management of master list of locations including necessary workflow/approvals.		
12.	System shall facilitate capturing indent for single or multiple items in a single indent and shall facilitate preparation of estimates based on the indented items, quantity and the SOR/ rate of item in the item master		
13.	System shall facilitate to group all the sub-items related to a particular procurement item to enable easier search and selection of the items during the indent creation. For e.g. if the type of work is selected as construction of road/bridges, then all the related sub-items required for construction of road/ bridge shall be displayed for enabling easier search and selection of the sub-items from the list.		
14.	System shall provide templates for creation of estimates for various types of works executed by government (e.g. construction of roads, drains, bunds, buildings, bridges etc.), which users can use/customize during estimate preparation. For e.g. the template for estimates creation for roads shall include all the items/sub-items required for roads construction, which users can add/delete, specify the quantity etc.		
15.	System shall facilitate uploading documents (*drawings-scanned or CAD format, technical specifications etc.*) along with the indent		

Functional Module	Indent management (IM)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
16.	In case of goods procurement system shall facilitate demand estimation (drawl reports) for a given item based on indents received from multiple departments and multiple locations from the same department		
17.	System shall facilitate auto-consolidation of several indents into a single indent by a centralized indenting authority.		
18.	System shall facilitate Intra-departmental , inter-departmental and sectoral demand aggregation		
19.	For works and goods procurements, system shall facilitate preparation of estimates based on the Schedule of Rates and Item Master		
20.	In case of works procurement, system shall facilitate creation of estimates using the SOR. The system shall facilitate the creation of preliminary estimate (which gives the estimate at a higher level of abstraction – used for administrative grants approval) and detailed estimate (which is at the lowest granular level, used for technical approval).		
21.	System shall provide the interface for the estimate creator to search the SOR and select items required for the particular work. Once the SOR items are selected, the estimate creator shall be able to specify the required quantities of each SOR item.		
22.	The System shall automatically pick up the Rates from the SOR. The estimate creator shall have the option of updating the rates in a particular estimate, with the prevailing rates in the location of the work. The system should automatically compute and provide a summary analysis of the		

Functional Module	Indent management (IM)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
	differences in rates thus introduced in the estimate, compared to the SOR.		
23.	The system shall provide the facility for Rate Analysis. For certain SOR items, it might be necessary to add additional cost to the SOR rate based on certain Rate Analysis parameters (for e.g. if sand is an SOR item used in the estimate, loading charges will be a Rate Analysis parameter). The system should facilitate inputting of these Rate Analysis parameters.		
24.	System shall allow for recalculation of the Rates for those items for which the Rate would vary depending on the Rate Analysis parameters. The recalculated rate will be the Final Rate		
25.	The system shall allow addition of items not present in the SOR to the estimate, along with the Rate and units required.		
26.	The system shall generate the Estimated Contract Value (ECV) of the work, based on the final rates after Rate Analysis.		
27.	System shall facilitate creation of an estimate and to save the estimate in a draft mode without submission and with a facility to reopen the estimate and submit for approval		
28.	In case of goods procurement, system shall support cost estimation using the price specified by the indent creator or using the price as per the latest Purchase orders issued through the System by any user or the price specified in the Rate Contract Management module (through integration)		

Functional Module	Indent management (IM)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
29.	System shall facilitate reusing the existing indents for creation of a new indent and to edit such indent to suit the current requirements. However, system shall generate a new indent number for such indents		
30.	The user submitting the indents should be able to see the draft and indents submitted in the system in his/her workspace in the system and system shall provide the status of the indent request including the remarks provided by the approver		
31.	Facilitate hierarchy-based workflow in the system for creation and approval of the indent		
32.	System shall perform virus-checks/scans for the documents uploaded into the system		
33.	The system should auto-generate a unique indent number for each new indent		
34.	System shall facilitate creation of an indent and to save the indent in a draft mode without submission and with a facility to reopen the indent and submit for approval		
35.	The indent number shall be generated only for the approved indents and the draft indents shall be issued a unique temporary number, which can be used for tracking the indents		
36.	System shall provide alerts to the approvers through notifications in the user workspace in e-Procurement system for the indents submitted in the system, which require approval		

Functional Module	Indent management (IM)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
37.	Allow tracking of the indent throughout the creation and approval cycle using the unique indent number		
38.	In the workflow system, comments made by an approver or creator at each stage should be saved and shall be accessible to the indent creator and approver to view the comments based on access rights defined in the system		
39.	System shall provide alerts to the indent creators based on the action performed by the approver through e-mail and notifications in the user workspace in e-Procurement system		
40.	In case of works procurement, facilitate the workflow for creation and approval for recording Administrative Sanction & Technical Sanction through the e-Procurement system		
41.	Shall generate auto number based on a schema specified by the CHiPS for every administrative sanction and technical sanction accorded through the system		
42.	System shall provide facility to record indents for which the technical and administrative approvals have been obtained out of the e-Procurement system. This is to enable tendering of all the procurement requirements through e-Procurement system.		
43.	Facilitate configuration of privilege based workflows depending on the type & value of work selected at the time of creating the indent (e.g. major or minor work, original or repair, etc.)		

Functional Module	Indent management (IM)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
44.	The intermediate approvers (in cases where there are multiple levels of approval, for e.g. high value projects), will have the option to forward to the next level approver, reject, or seek clarifications on the indent/estimate.		
45.	The final approving authority will have the option to approve, reject, or seek clarifications on the indent/estimate		
46.	System shall facilitate usage of Digital Signature Certificates for providing the approvals for indents in the system. The authentication for approval of an indent should be facilitated through DSC (token based)		
47.	Allow linking of the indent number with the overall project code, if the procurement is part of a larger project with multiple procurements (indents)		
48.	Facilitate computation of the overall project expenditure based on the expenditures of the individual procurements (indents) linked to the project code		
49.	Allow integration with existing budgeting/project management module or back-office application to facilitate validation of project (indent) cost with available departmental budget, to avoid project cost overruns		
50.	The System shall not 'Time-out' unless the user session is in 'Idle' mode for at least 15 minutes. The System shall have 'Auto-Save' functionality to automatically save the work done by the user before any 'Time-out' or System outages which shall ensure that the user does not have to re-		

Functional Module	Indent management (IM)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
	enter the information which is already entered into the system		
	Demand Estimation		
51.	Provide a facility for end users to input information on the extent to which a rate contract is used		
52.	Based on inputs gathered from multiple end-users, automatically calculate the demand estimate		
53.	Provide the facility to develop and maintain a list of agencies/end-users from whom usage information for a specific rate contract is to be sought		
54.	Allow end-users to access the facility online, provided they have logged-in		
Integration with Indent Creation			
55.	System should facilitate creation of one indent for multiple groups of items and each may be awarded to different bidders. In such case bidder opting for a group should mandatory quote for all the items in the group		
56.	System should facilitate the functionality in which based on the item code if two officers submit the indents for the same item, automated alerts should be forwarded for both procuring and approving officers for aggregation. In such cases system should facilitate aggregation of such indents		

Functional Module	Indent management (IM)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
57.	System should provide alerts and mechanism for aggregating indents for different items of the same category		
58.	System should provide alerts and notifications for aggregation opportunities across depts. to respective approving authorities		
59.	System to provide option for aggregating the approved indents for the same item code/category from multiple depts.		
60.	Integrate with the rate contracts online database as required		
61.	Facilitate user to raise an online requisition		
62.	Facilitate aggregation of the requisitions, with provision of multiple levels of online approval based on pre-configured workflow.		
63.	Automatically generate a unique requisition number to each new requisition allowing it to be tracked on the system.		
64.	Allow linking of the requisition number with the overall project code if the procurement is part of a bigger project with multiple procurements.		
65.	Allow setting of requisition consolidation period. This time period shall decide how often		

Functional Module	Indent management (IM)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
	purchase orders are released to suppliers.		
66.	Allow each participating purchasing department to define workflow, privileges, and set parameters that govern the approval processes required for requisitions. The parameters could be, but not limited to the following: User: For any requisition entered by this User Amount: For any requisition over this amount Supplier: For any requisition destined for a specified supplier Description: Nature of expense, G/L account and Cost Centre Location: Geographical location of the user Item: For any requisition for this item		
67.	In case of editing/rejection of requisition by the approver, the approver should be able to provide reasons for the same in the system.		
68.	Provide the following requisition related features: Allow attaching of files along with the requisitions. Create part requisition that can be completed at a later time		

Functional Module	Indent management (IM)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
	Save requisitions for multiple use Cancel/modify requisition Support multiple delivery addresses		
69.	Support requisitions for listed goods and services in various categories such as hardware, software, office equipment, drugs and pharmaceuticals, motor vehicles, maintenance services, etc.		
70.	Further, allow addition of new categories for goods and services to the database.		
MIS & Reports			
71.	Maintain auditable logs of all transactions related to indent processing (creation, approvals, rejections, etc.) and shall record the user details, date & time stamp etc.		
72.	Facilitate generation and printing of indent case history including detailed audit trails for the indents		
73.	Facilitate generation of MIS reports including indent history in terms of date and time of creation, submission to the last approver, current stage in workflow, time taken to approve the indent by the approver, etc. Durations of time taken by authorities to approve an indent shall be represented using easily perceptible graphics and colours		

Functional Module	Indent management (IM)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
74.	Facilitate generation of register for maintaining sanctioned list of indents, administrative sanctions, technical sanctions by a department/ sub department/ office of the department.		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
Overview of the Module		The E-Tendering module shall enable the CHiPS and its constituent departments to perform all processes related to public procurement for selection of vendors for procurement of goods, works or services using the e-Procurement platform.		
1.	PIN Creation	System shall implement online procurement journal listing the procurements/projects planned by various government departments in the State. Procurement journal shall act as one stop shop reference for information related to all procurement opportunities with the Government in the State		
2.	PIN Creation	For projects/procurements planned by the respective Departments of CHiPS, system shall facilitate creation of Prior Information Notices (PIN), in uniform formats for each category (*goods/works/services*), for posting in procurement journal		
3.	PIN Creation	Based on the type of procurement (goods/works/services), system shall provide standard templates/ forms for creation of a PIN to capture details such as name of department, project intent and objectives, indicative contracts under each project, indicative cost and timelines for procurement		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
		and contact information of the department etc.		
4.	PIN Creation	System shall provide the tools/templates and allow the users to download such tools/templates to prepare/fill-up the PIN off line, without being connected to the internet, and to upload such documents in e-Procurement system		
5.	PIN Creation	System shall facilitate reading the contents from such uploaded documents filled-up offline, perform validation checks such as ensuring validity of the template being used, completeness of contents filled in the form etc.		
6.	PIN Creation	System shall ensure that document templates used for PIN creation are of latest version as prescribed by the e-Procurement system		
7.	PIN Creation	All the uploaded PINs and attached documents shall be scanned for virus and only virus free documents should be allowed for upload into the system.		
8.	PIN Approval	System shall facilitate workflow based approval process for PIN creation and only approved PINs shall be posted into procurement journal		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
9.	PIN Approval	System shall maintain audit trails for the PIN creation and approval process along with the user details, date and time stamps etc.		
10.	PIN Approval	For every new PIN, system should first generate unique project identification number if it is not created. If it is already created, it should generate a unique contract identification number for each contract under the project which is linked to the project identification number		
11.	PIN Search	System shall provide MIS reports for PINs created department wise, procurement category wise, procurement item wise, based on time period selected by the users		
12.	PIN Search	System shall facilitate the registered suppliers/vendors of the e-Procurement system to opt for receiving the procurement alerts/progress related to a PIN published in the online procurement journal depending upon the business preferences indicated by the supplier during the registration process.		
13.	PIN Search	System should provide facility for interested vendors to search procurement notices (e-procurement journal) based on current stage of the procurement (PIN/EOI/NIT), department, type of procurement, item		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
		code, location codes, project number etc.		
14.	PIN Search	System shall facilitate automated notification to suppliers for new business opportunities/PINs posted in the system using email to the interested suppliers based on their business preferences		
15.	PIN Search	System shall facilitate usage of Short Message Service (SMS) alerts as a supplementary notification mechanism for suppliers.		
16.	EoI Notice	System shall facilitate issuing the Expression of Interest (EoI) notification and evaluation of responses received for EoI Notice. The functional requirements provided below for 'e-tendering till award of LoA' shall be applicable for EoI notification and evaluation of responses received from bidders. In this case, evaluation of technical and commercial bids shall not be included in the process.		
17.	Limited Tender	Shall facilitate creation and issue of limited tender notice to such qualified bidders of EoI process		
18.	Short Tender Notice	System shall facilitate creation of short tender notice and evaluation of responses received for such notices. The tender calendar for such short tender notices and applicable rules shall be different from		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
		the tender calendar for regular/normal tender notices. Other processes including receipt of responses, evaluation of bid responses, issuance of letter of award shall be same as mentioned below for 'e-tendering till award of LoA'		
19.	E-Tendering General	System shall implement e-enabled process models, for each type of procurement method, to enable the users in conducting the tendering process as per the defined processes and procedures.		
20.	E-Tendering General	Such process models shall guide the users through the entire process of tendering including various activities to be performed in a sequential order, information/ various documents to be captured at each phase of tendering process, implementation of validation controls for activities carried out and information captured in the system etc.		
21.	E-Tendering General	The e-enabled process models for tendering shall be implemented for multi stage and multi cover tendering methods for procurement of goods/works and services under national and international competitive bidding method		
22.	E-Tendering General	System shall facilitate definition of business rules for determining the suitable option for procurement. Such business rules shall facilitate adoption of appropriate		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
		procurement method (e.g. two-cover, two stage or two cover, three stage).		
23.	E-Tendering General	System shall facilitate creation of a separate workspace/virtual tender box for each tender where all information related to a specific NIT shall be stored (e.g. details of associated officers related to the tendering process, name of the specific Call for tenders, description, opening/closing dates, related documents (EOI/RFP), pre-bid minutes, amendments, tender responses received, evaluation results, LoA, audit trails for the tendering process carried out etc). The key objective of this requirement is to ensure that all the tender related information right from tender initiation till award of contract is available and retrievable to the end users at one place.		
24.	E-Tendering General	For every new tendering activity initiated by the user, system shall facilitate the user to select the type of procurement item (goods/works/services) and procurement method (multi stage/multi cover) selected by the user.		
25.	E-Tendering General	Based on the option selected by the user (i.e. procurement item, procurement method), system shall create a new workspace as applicable for the		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
		predefined process models for selected options.		
26.	E-Tendering General	Facilitate government users to copy data and tender attributes from single or multiple previous tenders created earlier in the system for creating a new tender.		
27.	E-Tendering General	System should facilitate/enforce executing the activities in the tendering process based on pre-defined activity flow in the process model defined for respective type of procurement (goods/works/services)		
28.	E-Tendering General	System shall facilitate seamless integration of E-Tendering module with the indenting module and facilitate automatic population of the relevant data for preparation of notification from the contents of an approved indent based on indent number.		
29.	E-Tendering General	System shall implement validation controls to ensure that users performing the tender notice creation have necessary authorisations on indents referred during NIT creation process		
30.	E-Tendering General	System shall implement a standardized numbering format for creation of a NIT reference number.		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
31.	E-Tendering General	System should facilitate creation of provisional serial number applicable for each department and it should be displayed in the tender workspace. Once it is approved by the final department authority, an e-Procurement reference number should be generated for such procurement notice.		
32.	E-Tendering General	Once final e-Procurement reference number is generated, system should use only that number for any future reference by either internal or external users. However system should maintain the linkage between the provisional and final reference number.		
33.	E-Tendering General	System should allow the tender creating authority to configure the tender to allow modification and withdrawal of bids before submission deadline. This is especially required for tenders that need to comply with ADB / WB procurement norms.		
34.	NIT Creation	Facilitate creation of the NIT through provision of online form with relevant fields to facilitate easy entry of information by the creator. System shall capture all the information related to the NIT including name of project, associated indent number, name of procurement entity, bidding schedule, tender fee & EMD particulars etc.		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
35.	NIT Creation	System shall also capture the details of parent project code if the current NIT/tender is a sub-project under another project/programme and establish references between major/sub projects or programmes/projects for MIS purposes.		
36.	Tender Inviting Authority Details	System shall capture the list of authorised users for conducting various activities in the bidding process (*tender inviting authority, opening authority, evaluation members)* etc. System shall also facilitate whether the bid opening activity can be performed by a single or multiple users. This may vary from bid to bid and hence system shall provide flexibility to define this for each bid.		
37.	Tender Inviting Authority Details	System shall send alerts/e-mails to the members included in the Tender with details such as name of the department, name of the tender, brief description of work, role assigned to the member, bidding schedule etc.		
38.	Tender Inviting Authority Details	A tender workspace needs to be well integrated with the user authorization of the system and information stored in a tender workspace and related transactions shall be accessible only to the authorised users based on their roles defined for the tender.		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
39.	Tender Inviting Authority Details	For every tender, system shall facilitate creation of tender evaluation committee comprising of details of members identified (*user ids*) for evaluation of prequalification/technical and commercial bids.		
40.	Tender Calendar	System should facilitate definition of standard bidding schedule for procurement of goods/works/services with indicative timelines for each phase/activity in the tendering process in accordance with the guidelines of the State Government (e.g. average time provided for submission of pre-bid clarifications, pre-bid meeting, submission of tender responses, evaluation timelines etc).		
41.	Tender Calendar	Facilitate capturing the tender time schedule for bid document availability, bid submissions, pre-bid meetings, bid clarifications, submission deadlines, dates of opening of various stages of bids etc. in the system.		
42.	Tender Calendar	System shall provide calendar facility from which the dates shall be selected. System shall not allow entering the date values directly in the fields. For a given activity, system shall not allow selection of date which is earlier than the date specified for the previous activity.		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
43.	Tender Calendar	System shall recommend a time schedule, based on predefined process templates and associated bidding schedule defined for the type and value of procurement.		
44.	Tender Calendar	System shall implement date & time controls to ensure that the activities are followed in the sequence as per the standard bidding timelines defined in the business rules based on type of procurement, value of procurement etc.		
45.	Tender Calendar	Any alterations to the defined time schedule for the tendering process shall be subjected to the approval process as per the workflow defined for the respective department and system shall maintain necessary audit trails for such changes in the schedule.		
46.	Tender Calendar	While defining the tender calendar, system shall ensure that tender opening date is not beyond a stipulated period of time (e.g. 2 weeks from date of submission). In such instances, system shall provide alerts and if user wishes to continue with the same tender opening date, system shall capture the specific reasons for such delays).		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
47.	Tender Calendar	System should facilitate Auto generated calendars capturing the details automatically from the released tenders and showing each day activity of all the tenders to the Releasing authority.		
48.	Definition of Qualification and Evaluation Criteria	System shall implement a master list of evaluation criteria for procurement of goods/works and services based on type and value of procurement.		
49.	Definition of Qualification and Evaluation Criteria	System shall facilitate using existing or creation of dynamic electronic forms for pre-qualification evaluation including definition of pre-qualification criteria, capturing minimum value/requirement for each criteria and shall enable auto-evaluation based on the type of criteria and its feasibility for auto-evaluation (e.g. turnover details of the company, number of employees, certifications of the bidder, number of years in existence etc)		
50.	Definition of Qualification and Evaluation Criteria	Based on the type of procurement selected by the department, system shall provide the standard list of evaluation parameters and indicative qualifying criteria, which Tender issuing authority should be able to add/delete/customise as per requirements.		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
51.	Definition of Qualification and Evaluation Criteria	Allow the NIT/Tender creator to specify the minimum requirements to be fulfilled online by a bidder against each evaluation parameter and system shall implement the validation controls to verify the compliance of the responses provided by the bidders against the specified minimum requirements.		
52.	Definition of Qualification and Evaluation Criteria	Allow selection of multiple bid evaluation stages (Pre-qualification, 1-cover, 2-cover, multi-stage, etc) based on the type, nature, and value of the project estimated by the user		
53.	Definition of Qualification and Evaluation Criteria	The user should be able to select any combinations of evaluation stages mentioned above as applicable for the respective tender notice		
54.	Definition of Qualification and Evaluation Criteria	System should facilitate definition of vendor selection criteria – QCBS/L1. Based on the criteria system should facilitate definition of technical evaluation criteria and weightage for each criteria.		
55.	Definition of Qualification and Evaluation Criteria	System should have the facility for defining the technical evaluation parameters for the tender and to define the weightage or marks allotted for each criterion.		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
56.	Definition of Qualification and Evaluation Criteria	System shall facilitate defining the cut-off marks/weightage for technical evaluation and for each parameter in the technical evaluation. These criteria can be replicated in creation of New Tender by department.		
57.	Definition of Qualification and Evaluation Criteria	When using weighted criteria, system must ensure that the sum of all criteria weights is 100. If error/gap is found, system shall redirect the user to the criteria and marks/weightage definition page, and displays an appropriate message to the user.		
58.	Definition of Qualification and Evaluation Criteria	System should facilitate ranking the evaluation criteria on the order of priority based on the weightage pre-defined for each criteria or based on user priority where weightages are not defined		
59.	Definition of Qualification and Evaluation Criteria	If user defines selection criteria as QCBS, then system should facilitate earmarking weightages for technical and commercial evaluation by the user.		
60.	Definition of Qualification and Evaluation Criteria	System shall facilitate definition of vendor selection criteria for the bid i.e. whether it is one bidder for the entire project, one vendor for each schedule of the project, one vendor for each item in the tender notice.		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
61.	Tender Fees & Bid Security	System shall facilitate definition of tender fees, tender security/bid security as applicable for the tender.		
62.	Tender Fees & Bid Security	System shall facilitate selecting the tender fees and bid security based on percentage of the tender value or a fixed value as the case may be for procurement of works/goods and services.		
63.	Tender Fees & Bid Security	Based on the estimated contract value defined by the department during the indenting process, system shall auto calculate the tender fees and bid security		
64.	Tender Fees & Bid Security	System shall facilitate definition of master list of standard payment methods acceptable for tender fees and bid security.		
65.	Tender Fees & Bid Security	System shall facilitate payment through electronic methods for the tender. (		
66.	Tender Fees & Bid Security	System shall facilitate capturing the master list of exemptions for EMD and Bid Security Payments, which can be selected during NIT creation process by the departments and supporting documents needed for availing such exemptions.		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
67.	Tender Fees & Bid Security	During NIT creation process, system shall facilitate the user to select the list of exemptions for EMD/Bid Security payments from the predefined list of exemptions.		
68.	Technical Bid Forms	System shall provide library of forms/templates applicable for each phase of the tendering process including templates for EoI Notices, technical bid forms based on type of procurement (goods/works/services), certificates and statements to be obtained from bidders, commercial bid forms etc.		
69.	Technical Bid Forms	System should facilitate selection of templates from library of forms or creation of customised bid forms for different stages of pre-qualification, technical, commercial, etc. to suit to specific requirements of any department		
70.	Technical Bid Forms	System shall enable definition of master list of technical bid requirements and provide facility for the bidders to provide response against each technical bid requirement either through directly entering the information in the online form provided for each technical bid requirement or through uploading the attachments.		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
71.	Technical Bid Forms	System shall enable definition of essential list of documents to be submitted by the bidder and shall mandate the users to respond to each requirement.		
72.	Technical Bid Forms	For fields/forms used in the pre-qualification/technical bid, which pre-exist in the vendor management profile, system shall ensure usage of common terminology for such fields/forms in both vendor management and e-tendering module.		
73.	Technical Bid Forms	System shall facilitate capturing the bidder's option once (i.e. the first time it is uploaded) for each document uploaded by the bidder in the system on whether such document is allowed for sharing with general public or for restricted sharing within the government etc.		
74.	Technical Bid Forms	System shall facilitate definition of technical parameters for goods to be procured including name of parameter, parameter type, parameter value, mandatory/non mandatory requirement etc. for each or all items proposed to be procured.		
75.	Technical Bid Forms	System shall facilitate the bidders to respond to each of the technical parameters with values as applicable for each parameter.		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
76.	Technical Bid Forms	System shall enable definition of validation controls for each parameter and to define threshold values as applicable.		
77.	Technical Bid Forms	Facilitate upload of drawings (scanned and CAD format), technical specifications, and other data on the project/required items along with the tender document.		
78.	Technical Bid Forms	In case bidders are required to submit the samples for items planned for procurement, system shall facilitate defining the list of items which needs submission of samples and response from bidders on submission of such samples to the department.		
79.	Bill of Quantities/ BoM	Facilitate creation of Item list for goods procurement from the approved indents.		
80.	Bill of Quantities/ BoM	Facilitate creation of delivery schedule for the goods tenders with single or multiple locations for one or all items		
81.	Bill of Quantities/ BoM	Facilitate creation of Bill of Quantities (BOQ)/Bill of Materials (BOM) from the approved estimate for works tenders and the Item list for goods & services tenders from the approved indents through upload		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
		feature of MS Excel document.		
82.	Bill of Quantities/ BoM	Facilitate creation of Mile stones, tasks with linkage of items from the BOQ for the tender		
83.	Bill of Quantities/ BoM	Facilitate creation of single and multiple schedules/ lots for the BOQ with option to quote for all or any item in one or many of these lots.		
84.	Commercial Bid Forms	System should have a master of all the applicable taxes and tax rates for various categories of goods, works and services.		
85.	Commercial Bid Forms	System should facilitate creation of commercial bid form for goods, works and services based on the type of commercial bid quote selected by the creator i.e., item rate quotes, lump sum , percentage, hybrid quotes during the indenting process.		
86.	Commercial Bid Forms	System shall facilitate accepting the commercial bid quotes only through the input fields defined in the commercial bid formats and not through the attachments.		
87.	Commercial Bid Forms	The commercial bid formats shall facilitate both all-inclusive quote or to capture the base price,		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
		applicable taxes etc. separately.		
88.	Commercial Bid Forms	System shall facilitate creation of commercial form for one, any or all items duly adding the relevant standard taxes from the tax master applicable for procurement of goods, works and services. The form shall facilitate the bidder to input his applicable rate online and the system shall also capable of calculating various tax component based on the percentage of tax input given by the bidder during bid submission.		
89.	Commercial Bid Forms	System shall facilitate creation of commercial form to provide option for the bidder to quote in multiple currencies for International competitive bids.		
90.	Commercial Bid Forms	System should facilitate defining the commercial bid formats in both aggregated and detailed manner.		
91.	Commercial Bid Forms	The detailed commercial bid format for a given item in the summary page should be dynamic in nature and shall support adding additional items with details of S.no. Item code/description, unit price, quantity and total price for the item. Total price of all the items should be automatically calculated which should flow into the related grouped item in the summary page.		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
92.	Commercial Bid Forms	The detailed commercial bid format should be linked with the related aggregated item in the summary page of the commercial bid.		
93.	Commercial Bid Forms	System shall facilitate capturing the commercial bid value both in numbers and in words based on the specific requirements of the tender. System shall facilitate auto conversion of numbers/values entered by the bidders into words (at least till the second decimal point i.e. paisa level) and shall not allow the bidders to edit the amounts in words.		
94.	Commercial Bid Forms	For International competitive bidding, system shall support definition of multiple currencies applicable for the commercial bid.		
95.	Dynamic Forms	System shall facilitate creation of dynamic forms based on the specific needs of a tender (for both technical and commercial bid forms). System shall provide easy and intuitive interface to enable the users to create such dynamic forms.		
96.	Dynamic Forms	System shall enable the user to create/define the fields in the form including labels for the fields, data types (e.g. text, numeric values, date/time etc.), associated validation controls applicable for the field		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
		etc.		
97.	Dynamic Forms	Such dynamic forms created by the user shall also be made available in the forms library, which shall be organized well to enable the users to search for the relevant forms based on their needs. E.g. categorisation of forms can be based on type of procurement, category of procurement item, phases of procurement etc.		
98.	Dynamic Forms	Each form shall be provided with a unique number in the forms library.		
99.	Dynamic Forms	When the dynamic forms are used for bidding, system shall also facilitate generation of auto-evaluation, comparative statements for all the bidders.		
100.	Bid Deviation Statement/Form	System shall provide a template for indicating the deviations by the bidder if any in technical and commercial terms & conditions with a clear indication by the bidder whether there is any financial bearing on the quotes		
101.	Milestones & Payment	System shall facilitate definition of project milestones, related deliverables and targeted timelines for		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
	Schedule	completion of the milestones		
102.	Milestones & Payment Schedule	System shall facilitate definition of payment milestones/terms associated with the project milestones as % of the contract value.		
103.	Milestones & Payment Schedule	System shall facilitate definition of applicable penalties for each project and payment milestone and % of contract value or value of penalty for each penal terms identified for the milestone.		
104.	Milestones & Payment Schedule	System shall facilitate definition of applicable penalties in case of delays in payments in terms of % of the contract value or the milestone payment.		
105.	Milestones & Payment Schedule	System shall facilitate selection of payment terms for project such as all-inclusive payment or fees + taxes + reimbursable expenditure or fees + taxes etc.		
106.	NIT Approval	The preparation of Tender notification shall include an “approval” lifecycle comprising their creation, validation, approval and publication.		
107.	NIT Approval	System to facilitate the approval following the pre-defined workflow for the respective department. The approved bid documents, drawings shall be authenticated with approver’s digital signature		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
		certificate.		
108.	NIT Approval	System shall implement alert mechanisms to notify the tender creator, approving authority of the various activities carried out in relation to the tender and approvals/rejections provided in the system by approving authority. The alerts shall be provided through notifications in end user workspace in the system and through e-mail notifications.		
109.	NIT Approval	System shall facilitate NIT/tender creators to save the tender notices in e-Procurement system during the WIP stage. Once the final NIT/Tender notice along with all the attachments/forms are created and submitted in the system, system shall forward alerts, through e-mail and notifications in the user workspace in the e-Procurement system, to the competent authority as defined in the system		
110.	NIT Approval	Allow online submission of the draft NIT to competent authority for review and approval		
111.	NIT Approval	Support online review, and approval of the draft NIT. The approver should be able to approve, attach comments, edit or reject the draft NIT on the system or return to the NIT creator with recommendations/comments for changes.		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
112.	NIT Approval	The system should allow online, approval of the draft NIT using the approver's digital signature certificate before releasing the Tender.		
113.	NIT Approval	System shall facilitate escalations to the next level of approver in case of any delays at any stage of approval for the NIT		
114.	NIT Approval	System shall maintain detailed audit trails for the decisions recorded by the approvers for the submitted NITs including user name, date and timestamps etc.		
115.	NIT documents storage	Provide secure storage for tender documents, which remain inaccessible to the general public until tender Notice is published on e-Procurement portal or when the document is in 'not published' state		
116.	NIT publication	Provide for a single click or multi-stage release/publishing of the NIT depending upon the Departments requirements		
117.	NIT publication	System shall facilitate publishing the approved NITs in the online procurement journal with summary of the NIT in the procurement journal including NIT number, buyer department, procurement type, procurement		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
		title, pre-bid and submission dates, Estimated contract value, contact details of buyer. This shall also provide link to the detailed procurement notice and the bidding documents.		
118.	NIT publication	The system should facilitate sending emails to select enlisted contractor(s) or all enlisted contractors based on the type of tender selected as single, restricted or open respectively.		
119.	NIT publication	Notification mechanism must ensure equal treatment of all suppliers and operate within the time limit for submission of tenders		
120.	NIT publication	Facilitate selection of list of vendors from vendor management module for publishing or notifying the NIT for limited tenders. Such tender notifications, identified as limited tenders, shall not be visible to other suppliers.		
121.	NIT publication	Allow on-line tender notification search in a variety of ways including tender no., department name, Tender Inviting Authority name, procurement title, nature and type of work, estimated contract value, dates of notification, last date of bid submission, geographical location etc.		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
122.	NIT publication	Facilitate works tenders search by Category of work, release date of tender. zone, circle, and division and in case of goods procurement, allow tender search by tender no., generic description of goods, product code, estimated value, etc.		
123.	NIT publication	During the currency of tender, allow download of tender document from the e-procurement website by any visitor without paying the tender document fee (or on payment in case the State opts for such).		
124.	NIT publication	Allow downloading of archived NITs, bid documents through a separate link for tenders that have completed the bidding process		
125.	NIT publication	Allow procuring authority to pre-select bidders for tenders that shall go under restricted bidding, upon approval from competent authority for adopting that procurement method. The NIT and tender download shall be enabled only for the pre-selected bidders.		
126.	Pre-Bid meeting, Bid clarifications	Facilitate submission of online Requests for Clarifications (RFC) with template for filling-up each RFC or to upload the filled up RFC documents as per the template provided in the e-Procurement portal		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
127.	Pre-Bid meeting, Bid clarifications	The RFC submission shall include serial no., reference section in RFP, Page no. and clarification requested by the supplier		
128.	Pre-Bid meeting, Bid clarifications	System shall facilitate adding any number of questions by the supplier and such dynamic form shall support expansion based on no. of questions from the bidders.		
129.	Pre-Bid meeting, Bid clarifications	Supplier should be able to edit or delete questions before submission and shall be able to save the RFC in draft mode in e-Procurement system prior to submission		
130.	Pre-Bid meeting, Bid clarifications	System shall restrict submission of requests for clarifications by the bidder after lapse of the specified time for submission of RFCs.		
131.	Pre-Bid meeting, Bid clarifications	Facilitate generation of report combining all the questions submitted by suppliers including name of supplier who raised the question and other details as referred above		
132.	Pre-Bid meeting, Bid clarifications	System shall facilitate conducting the pre-bid meeting through online discussion forums where only the bidders registered with the portal can participate in		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
		such online pre-bid meeting sessions.		
133.	Pre-Bid meeting, Bid clarifications	Online pre-bid session/forum shall facilitate capturing the clarifications of the bidders and enable the inviting authority to respond online immediately or through corrigendum issued subsequently.		
134.	Pre-Bid meeting, Bid clarifications	System shall save the entire discussion held through the online forum and shall not enable editing/deletion of contents in the forum.		
135.	Pre-Bid meeting, Bid clarifications	System shall also facilitate definition of fixed duration for conducting the online pre-bid meeting through the e-Procurement portal and shall allow the bidders to post the requests for clarifications only during such defined period. System shall not allow the bidders to post the queries after completion of defined pre-bid period.		
136.	Pre-Bid meeting, Bid clarifications	System shall facilitate extension of online pre-bid duration by the inviting authority and shall allow the bidders to post the queries during such extended period.		
137.	Pre-Bid meeting, Bid clarifications	System shall capture the details of the bidders posting the questions in the forum along with the date		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
		and time stamp.		
138.	Pre-Bid meeting, Bid clarifications	System shall implement controls to accept the clarifications in the online forum only during the prescribed pre-bid meeting time and date.		
139.	Pre-Bid meeting, Bid clarifications	System shall provide facility for responding to each RFC online including uploading any attachments as required.		
140.	Pre-Bid meeting, Bid clarifications	System shall implement approval process for the responses provided for the pre-bid clarifications submitted by the bidders.		
141.	Pre-Bid meeting, Bid clarifications	The supplier should be able to see the responses for the queries in the same view in which he submitted clarifications		
142.	Pre-Bid meeting, Bid clarifications	All suppliers should get complete view of all RFCs/queries and answers without mentioning the supplier name		
143.	Pre-Bid meeting, Bid clarifications	As soon as pre-bid clarifications are responded to, an email and SMS alert should go to the interested suppliers who participated in the pre-bid meeting		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
144.	Pre-Bid meeting, Bid clarifications	System shall also make available the pre-bid clarifications to the general public in the tender workspace. All the corrigendum issued should be digitally signed using the DSC of the concerned authority		
145.	Pre-Bid meeting, Bid clarifications	The identity of the supplier posting the request for clarifications should not be disclosed to the general public. Similarly, the system shall facilitate to not to display the name of the bidder participating in the pre-bid meeting held online through the portal.		
146.	Corrigendum	System shall facilitate creation of one or more corrigendum (s) for the NITs including capturing the date & time of corrigendum creation, details of user creating the corrigendum, purpose of issuing the corrigendum and the details of corrigendum in the online form or uploading the documents as corrigendum.		
147.	Corrigendum	System shall facilitate workflow and approval process for issuing the corrigendum with detailed audit trail facilities for capturing the details of corrigendum.		
148.	Corrigendum	System shall generate the corrigendum number and shall establish a linkage between the corrigendum(s)		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
		issued with the related NIT.		
149.	Corrigendum	Bidders searching for NIT shall have clear visibility to the list of all corrigendum(s) issued for a given NIT in terms of displaying the corrigendum documents along with the NIT documents. System should generate alert mails/ sms etc. as the case may be to the prospective bidders.		
150.	Corrigendum	For all NITs shown to the bidders in the portal, if there are related corrigenda issued, system shall display the links to the corrigendum notices and shall facilitate downloading such documents.		
151.	Corrigendum	System shall not enable issuing the corrigendum after the lapse of bid submission date & time		
152.	Corrigendum	System shall implement detailed audit trails for corrigendum creation, approval and issuance to the bidders.		
153.	Corrigendum	Posting of corrigendum to tender notices shall automatically notify all suppliers including specific alerts to the bidders who have submitted the pre-bid clarifications and those who have already submitted the tender responses.		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
154.	Corrigendum	System shall facilitate modifying the bidding schedule, through issuance of corrigenda. Such facility shall enable the tendering authority to use the calendar facility provided by the e-Procurement portal to select the revised dates for bidding schedule. During such changes to the schedule, all the date & time validations discussed during NIT creation process//NIT calendar shall be applicable. Such validation shall include not allowing the preponement of events.		
155.	Bid submission-General	Allow registered vendors to log-on to the e-procurement website for submission of bids, using digital signature certificate issued by any CAs authorised by CCA in India and the formats provided for respective tender notice in e-Procurement system.		
156.	Bid submission-General	Display clearly, on appropriate screens, the system (Server) time in IST and the time left in hours and minutes for the closing of the tender submission.		
157.	Bid submission-General	System shall support consortium bidding with primary bidder signing the entire bid using his DSC.		
158.	Bid submission-General	System should provide a summary page with links to various components of bid submission forms indicating the mandatory/ optional requirements in the		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
		tender submission (e.g. general, pre-qualification, technical, commercial forms etc)		
159.	Bid submission-General	System should not allow submission of tender without filling or responding to mandatory requirements		
160.	Bid submission-General	System shall facilitate submission of tenders electronically which are prepared through generally available, non-discriminatory, and interoperable means of communication.		
161.	Bid submission-General	Allow submission of a tender prior to the tender submission deadline		
162.	Bid submission-General	System shall implement time-stamping facility to ensure the exact submission date and time of a tender is recorded (i.e. the date and time on which the documents are received on the server).		
163.	Bid submission-General	Allow vendors to save their bid as a draft should provide the facility to modify their Tender until the Tender submission deadline.		
164.	Bid submission-General	System shall restrict the suspended/blacklisted vendors from submission of tender responses during the suspension period unless authorised by the		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
		Government in the system		
165.	Bid submission-General	System shall implement access controls to ensure that tender inviting authorities or any other individuals have no access to the tender responses being prepared by the vendors in draft mode till submission time		
166.	Bid submission-General	Decryption of the bids submitted by the bidders should not be done at the Web Server on receipt of bids and shall be done only when opening of respective bid content (technical or commercial based on the stage of bid evaluation) is required.		
167.	Bid submission-General	System should restrict bid submission or bid modifications or withdrawals after the lapse of last date & time of bid submission in case of such tenders that are configured to allow withdrawal and modifications. This is especially required for tenders that need to comply with ADB / WB procurement norms.		
168.	Bid submission-General	Prior to final submission of bid the system should mandate the bidder to encrypt and digitally sign the bid offer document		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
169.	Bid submission-General	System shall issue an online acknowledgement at the end of bid submission duly indicating the list of files uploaded by the bidder , size, date of uploading etc.		
170.	Bid submission-General	System shall facilitate encrypting and signing the tender responses using the Digital Signature Certificates of the vendors.		
171.	Bid submission-General	System shall maintain detailed audit trails for the tender preparation and submission activities performed by the vendors in e-Procurement system. Such audit trails shall capture the details of users submitting the tender documents, date and time stamps etc.		
172.	Bid submission-General	During bid submission, system shall display the errors/gaps with clear pointers to the fields having gaps/errors in the information provided by the bidders in each page of bid submission forms.		
173.	Bid submission-General	Upon completion of filling the bid submission forms and uploading all the attachments, system shall display a consolidated view of completeness of information provided by the bidder in bid submission forms. System shall ensure that mandatory requirements/attachments/documents are submitted		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
		by the bidder before submission of the bid.		
174.	Bid submission-General	System shall provide the 'save' and print facility for each form in the bid and 'submit' facility for the entire bid including all its forms and attachments.		
175.	Bid submission-General	The System shall not Time-out during the preparation and submission of the Bids except Time-out based on Idle Time in excess of at least 15 minutes. The System should have 'Auto-Save' functionality to prevent loss of data and details entered by the bidder in case of Time-outs or System outages		
176.	Bid submission-General	System shall not allow saving a general/pre-qualification/technical/commercial bid form without providing all the mandatory information as required in the form.		
177.	Bid submission-General	Similarly, system shall not allow submitting the bid without filling/uploading all the mandatory forms and attachments.		
178.	Bid submission-General	System shall facilitate print preview and print facility for all the forms filled and saved by the bidder.		
179.	Bid submission-	For fields/forms used in the pre-qualification/technical bid, which pre-exist in the vendor management		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
	General	profile, system shall provide the option to import such data into the bid forms from the vendor management module (e.g. General profile of the company, financial details, balance sheets, registration certificates, citations etc.).		
180.	Withdrawal and modification of bids for ADB and WB compliance	System should enable modification and withdrawal of bids prior to bid submission deadline in case of such tenders that are configured to allow withdrawal and modifications by the tender creating authority. This is especially required for tenders that need to comply with ADB / WB procurement norms.		
181.	Pre-Qualification Bid	Based on the defined pre-qualification criteria, system shall provide online forms for the bidders to provide responses and supporting documents against the defined criteria.		
182.	Pre-Qualification Bid	Based on the type of criteria, system shall facilitate capturing the information in the form of text or supporting documents/attachments.		
183.	Pre-Qualification Bid	System shall auto-populate the information which is already available in the vendor management module (e.g. details of organization such registration number, address of the offices, details of authorised signatory, turn over details, number of years in existence etc).		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
184.	Pre-Qualification Bid	System shall facilitate integration with the vendor management module to validate the information provided by the bidders against the pre-qualification criteria.		
185.	Pre-Qualification Bid	System shall facilitate referring to the citations, related supporting documents available in the vendor management module in support of the pre-qualification criteria		
186.	Pre-Qualification Bid	System shall facilitate referring to the existing documents in the vendor management module to provide supporting documents for pre-qualification criteria (e.g. company registration certificate, audited balance sheets, PAN card, any		
187.	Pre-qualification Bid	System shall ensure that all the mandatory information and supporting documents are filled and system shall display a consolidated report on gaps in the information/documents to be submitted by the bidder based on information/documents already submitted in the system.		
188.	Technical Bid	Provide consolidated list of technical bid requirements including the forms, supporting documents to be submitted by the bidders including		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
		list of essential documents etc.		
189.	Technical Bid	System shall facilitate capturing the response in the form of text or uploading the supporting documents for addressing the technical bid requirements.		
190.	Technical Bid	System shall facilitate providing the project citations/references in the predefined formats provided online in the system. System shall also provide interface with the vendor management module to reuse the existing citations in the vendor management module.		
191.	Technical Bid	System shall facilitate the bidders to provide the compliance statement to the BoQ/BoM specifications in terms of value or Yes/No.		
192.	Technical Bid	System shall perform field level validation controls as applicable based on the information provided by the bidders.		
193.	Technical Bid - Submission of Attachments	Facilitate upload of supporting documents such as company brochures, drawings, (CAD as well as scanned formats), technical specifications, contractor's/supplier's terms & conditions, previous experience certificates and other documents on the project along with the bids as necessary in the		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
		technical bid.		
194.	Technical Bid - Submission of Attachments	Provide online checklist to ensure the required supporting documents have been uploaded by the bidder.		
195.	Technical Bid - Submission of Attachments	Facilitate virus scan of uploaded documents before they are accepted and stored in the e-Procurement system.		
196.	Technical Bid - Submission of Attachments	System should ensure that the bidder signs each supporting document with the DSC in the system		
197.	Technical Bid - Submission of Attachments	While the bidder uploads a document, the system must perform following minimum validation checks, in order to ensure the documents compliance with the system specifications. a. System performs documents virus check b. System performs document corruption check c. System checks that document is digitally signed (if digital signatures are used) d. System verifies the validity of the digital signature of the bidder against the Certificate Authority'		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
		revocation list (if digital signatures are used) System verifies that documents are encrypted		
198.	Technical Bid - Submission of Attachments	If the document validation fails, system automatically displays appropriate notification to user. System should display appropriate error message to user and reject the document submission of the bidder		
199.	Technical Bid - Submission of Attachments	System shall support signing the supporting documents using the digital signature certificate of the bidder as necessary based on the specific tender requirements.		
200.	Technical Bid	For bids requiring samples from bidders, the technical bid form shall facilitate the bidders to provide the details of sample provided, the quantity, date of submission, the location and users to whom such samples are submitted etc.		
201.	Technical Bid	System shall ensure that all the mandatory information and supporting documents are filled and system shall display a consolidated report on gaps in the information/documents to be submitted by the bidder based on information/documents already submitted in the system.		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
202.	Commercial Bid Submission	Populate the price bid forms based on the approved BOQ/BOM for facilitating the bidder to enter his commercial quote (item wise, lump sum, percentage) based on the options exercised by the department during tender creation.		
203.	Commercial Bid Submission	Populate the price bid forms in single schedule or multiple schedule or in lots and allow the bidder to quote either for all or any number of items in all or one schedule as the case may be based on options exercised by the tender approver. The system shall exercise necessary controls and validations based on the above options. In case the bidder chooses to bid for only selected items in a goods tender, the bidder should have the option to select such items from the complete list of items and should not be required to enter a '0' value for items the bidder is not bidding for		
204.	Commercial Bid Submission	The system should support offline filling of commercial bid formats using the predefined templates provided for the respective tender notice in the e-Procurement portal (e.g. MS excel)		
205.	Commercial Bid Submission	While filling the commercial form, system shall provide facility to import the commercial information from the forms filled offline using the predefined		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
		templates provided by the e-Procurement system for respective tender.		
206.	Commercial Bid Submission	The data imported from such documents should be captured into the online commercial bid forms and shall facilitate review and editing, printing of such information in the forms. A confirmation from the bidder should be obtained about the correctness and completeness of the data captured into the system.		
207.	Commercial Bid Submission	System shall display the alert to the bidders that the responsibility for ensuring the correctness and completeness of commercial bid data imported from forms filled offline rests with the bidder.		
208.	Commercial Bid Submission	Before final submission of the bid, system shall ensure that the commercial/price information is provided by the bidders for all the related goods/schedules for which the bidder has submitted the technical bid/response.		
209.	Commercial Bid Submission	System shall ensure that commercial information/forms are filled only after submission of the related technical forms/bids. Similarly, system shall ensure that commercial information is captured for only those services/goods/schedules for which technical information is provided by the bidder.		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
210.	Commercial Bid Submission	System shall not allow the draft submission for commercial bid information. Once commercial bid details are entered and saved by the bidders, such details shall be saved only in the encrypted format. For bids with large number of items/services/schedules for procurement, system shall provide multiple pages for commercial bid forms. At the end of completion of each page, system shall save the commercial information in an encrypted manner.		
211.	Commercial Bid Submission	For international competitive bidding, system shall facilitate submission of commercial bid using the currencies allowed for the respective bid and shall also facilitate selection of item wise applicable currency in the bid. For a given item, system shall also facilitate selection of multiple currencies for different components of the item.		
212.	Commercial Bid Submission	Commercial bid information shall be accepted in the system only as data entered by the bidders in the online forms or data uploaded into the online forms through the off-life templates filled by the bidders. Commercial bids shall not be accepted as attachments in the system		
213.	Commercial Bid	The system should enable ‘Single click’ encryption of		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
	Submission	the Commercial Bid. System should not have restrictions like the number of items in a page or that each page should be encrypted separately.		
214.	Commercial Bid Submission	Once commercial bid submission is completed, system should display the status as 'submitted and encrypted with the digital signature certificate of the user'.		
215.	Commercial Bid Submission	The submission of the Commercial Bid shall be done in a Functionally Equivalent manner compliant to the GFR and CVC guidelines. The commercial bid submission should be completed in a single stage.		
216.	Alternate Bid Submission	Based on the conditions of the bid, system shall facilitate submission of the alternate bid by the vendors. This is to facilitate the bidders to quote for the alternate products with any deviations from the list of specifications provided in the tender document.		
217.	EMD/Bid Security Payment	Facilitate integration with multiple electronic payment gateways for payment of bidding fee, transaction fees using credit/ debit cards, direct debit by the bidders. Also, the solution should have the technical feature to be able to integrate with the Banks for any implementation of electronic BG submission.		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
218.	EMD/Bid Security Payment	Upon successful completion of payment, system shall show the status of the EMD/Bid security/transaction fee payment as 'Paid'. Otherwise, system should display the status as 'pending'		
219.	EMD/Bid Security Payment	System shall facilitate the bidders to select the applicable exemption from list of exemptions defined for EMD/Bid security payment as defined for the respective tender.		
220.	EMD/Bid Security Payment	System shall ensure that necessary supporting documents are uploaded by the bidders in support of the exemptions claimed for EMD/Bid security payment.		
221.	EMD/Bid Security Payment	Should also support offline payment mechanism wherein the bidder purchases the appropriate instrument for EMD and provides the details of such off-line instruments in the online forms in the system.		
222.	EMD/Bid Security Payment	System shall facilitate the bidders to provide the details of multiple offline payment instruments for the same bid and the combined value of all the instruments should be equal to the total EMD/Bid security/transaction fees.		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
223.	Consolidated Bid Submission	System shall ensure that all the mandatory information and supporting documents are filled in prequalification, technical and commercial bids.		
224.	Consolidated Bid Submission	System shall ensure that EMD/BID Security/transaction fee is paid by the bidder either through online payment or through provision of details of related offline payment instruments.		
225.	Consolidated Bid Submission	System shall display a consolidated report on gaps in the information/documents to be submitted by the bidder along with pointers to the specific fields/forms which are pending for submission.		
226.	Consolidated Bid Submission	System shall facilitate signing the bid along with its forms using the digital signature certificate of the bidder.		
227.	Consolidated Bid Submission	System shall enable encryption of the entire bid document at the client side before submission to the server.		
228.	Consolidated Bid Submission	System shall facilitate providing online and email alerts to the bidders acknowledging the receipt of bid and supporting documents including date and time of receipt of bid.		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
229.	Consolidated Bid Submission	Such acknowledgement report shall display the list of all the forms/documents submitted/uploaded by the bidder. Shall also facilitate saving/printing such acknowledgement provided by the system.		
230.	Consolidated Bid Submission	System shall treat the bid responses, which have been initiated without completing the process of bid submission, as incomplete bids and such bids shall not be presented for bid opening.		
231.	Bid Security Management	System shall ensure that uploaded tenders are stored in a secure environment and remain inaccessible until the pre-specified bid opening time		
232.	Bid Security Management	The encrypted bids shall not be decrypted at the web server on receipt or during the storage of the bid/documents in the system. Bid documents, based on the phase of bid evaluation, shall be decrypted only after the lapse of date and time specified in the tender schedule/ amended schedule . Till the time of bid documents opening, it shall remain in encrypted manner.		
233.	Bid Security Management	System shall ensure encrypting tender before submission and submitted tenders remain locked by the system until the designated tender opening time		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
234.	Bid Security Management	Facilitate double authentication of bidders using Digital Signature Certificates- first at the time of login on system, then again at the time of submitting the technical and commercial bids, This is in order to validate that the session has not expired at the time of actual bid submission		
235.	Bid Security Management	Disallow a bidder to submit bids or to edit bids already submitted, after the last date & time prescribed for bid submission. The Bidders should have the flexibility to modify submitted bids till the last date & time for bid submission (in case of tenders requiring compliance with ADB/ WB requirements).		
236.	Bid Security Management	Protect submitted bids from being viewed/edited (even by system administrators) before the respective bid opening date & time prescribed for technical and commercial bids		
237.	Bid Security Management	Maintain audit trails for entire tender lifecycle, from NIT creation to bids received and selected. If any bids are rejected, system should record for what reasons and by whom. Actions of bidders should also be tracked (necessary to avoid litigations)		
238.	Bid Security	Every attempt to gain access to locked tenders is		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
	Management	recorded to the system's logs		
239.	Bid Security Management	Access to the tender responses shall be provided to the tender inviting authorities based on the current stage of tender evaluation (e.g. Prequalification, technical and commercial bid evaluation)		
240.	Bid Validity Management	System shall provide facility to notify the bid evaluation authority and the bidders upon reaching the completion of bid validity period and in case bid evaluation is not completed		
241.	Bid Validity Management	System shall facilitate extension of bid validity period either prior to bid opening date (*in case bid opening is delayed)* or during bid evaluation phase		
242.	Bid Validity Management	System should mandate seeking the approval of all the bidders before extension of bid validity period. System shall generate and forward the extension request notification, including details of tender, date of expiry and number of days of extension sought, to all the bidders through e-mail, alert in the user workspace and SMS		
243.	Bid Validity Management	System shall facilitate capturing the acceptance/rejection on the tender validation		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
		extension by the bidders		
244.	Bid Validity Management	If a particular bidder rejects the extension of the bid validity, system should stop evaluation of that bid from the respective bidder		
245.	Bid Opening	System shall provide the alerts to the bid opening authority prior to bid opening schedule (e.g. 24 hours before bid opening date) either through e-mail/notification in e-Procurement portal or through SMS etc.		
246.	Bid Opening	Prior to the lapse of bid opening date and time, system shall enable the tender opening authority to extend the bid opening date using the corrigendum duly recording the reasons for extension.		
247.	Bid Opening	In case bids are not opened within 24 hours from the lapse of predefined date & time, system shall lock the tender opening activity. System shall capture the reasons for delays in opening the tenders and then allow the bid opening authority to open the bids.		
248.	Bid Opening	System shall enable simultaneous unlocking of all tender documentation of the same type in each phase (i.e. all technical offers first, followed by all		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
		financial offers, etc.)		
249.	Bid Opening	Lock the bids received in response to a tender until it is opened/unlocked by the designated tender opening authority – using his/her Digital Signature Certificate, on or after the specified bid-opening date and time in the specified phases.		
250.	Bid Opening	System shall provide alerts to the users on the events related to the bid schedule including bid opening date & time		
251.	Bid Opening	System shall facilitate entrusting the tender opening responsibility to one, two or more individuals as identified for respective tender and system shall enable opening/decrypting the tenders only using the DSCs, together, of such identified tender opening officers for the bid. System should also facilitate Tender Opening Committee members to nominate one of the members of the Technical Opening Committee for opening the Bids, in cases where all members cannot be physically present for opening the Bids on the date and time for bid opening.		
252.	Bid Opening	System to restrict bid opening in case the minimum required number of bid responses are not received in		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
		the system. In such cases system shall facilitate recall of bid / extension of bid submission date and system shall capture the specific reasons for recall of bid / extension of bid and the details of authority that has recalled / extended the bid submission date. The validation controls shall be applicable for the bid based on the revised bid submission date.		
253.	Bid Opening	In case of multi-cover tenders, system shall ensure that technical bids are not opened prior to completion of pre-qualification evaluation, financial bids are not opened prior to completion of technical evaluation etc.		
254.	Bid Opening	In case of single cover tenders, system shall facilitate decryption of commercial bids using the DSC of tender opening authority. The System should provide for 'Single Click' opening of all the bids received.		
255.	Bid Opening	Facilitate online opening of received bids by one or more designated authorities using their digital signature certificates.		
256.	Bid Opening	Support the opening of bids as a single event and also in phases (2-cover or 3 cover) i.e. Pre-Qualification bids are opened first, after selecting the		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
		qualified bidders the technical bids are opened and evaluated and the commercial bids of only those who are found technically qualified are opened in the next stage.		
257.	Bid Opening	System shall send alerts to the bidders who have participated in the bidding process with details related to bid processing events i.e. date and time when a bid is opened, details of bid opening authority, participants of the bid, evaluation results etc.		
258.	Bid Opening	Upon unlocking the tenders, system shall provide a report on bidders who have submitted the bids, date and time of submission, and list of vendors who initiated the bid submission and have not completed the bid submission process.		
259.	Bid Opening	System should not allow opening and evaluation of bids upon expiry of bid validity period		
260.	Bid Opening	At each stage of bid opening, the system shall record the details of bid opening authority (including details of his/her DSC). The bid opening authority details, including date and time of opening, shall be visible to all bidders who submitted their bids to other authorised users having access to the system and this particular function.		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
261.	Bid Opening	At each phase of bid opening(pre-qualification, technical and commercial), system shall generate bid opening minutes including the names bidders whose bids are opened, details of bid opening authority, date and time of bid opening event etc.		
262.	Bid Evaluation	Once Tenders are opened, bid documents related to the current tender evaluation stage must be made accessible only to the authorized users		
263.	Auto-Bid Evaluation	System should provide automatic evaluation report, for respective evaluation stage, based on the pre-defined criteria defined by the department and responses thereof by the bidders.		
264.	Auto-Bid Evaluation	System shall also perform the auto validation of information provided by the bidder in case such information is pre-existing in the vendor profile in the vendor management module.		
265.	Auto-Bid Evaluation	System shall also facilitate the evaluation committee to defer on the auto evaluated results for any given parameters and system shall ensure to capture the reasons for deferring on the auto generated results.		
266.	Auto-Bid	For the parameters for which system has completed		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
	Evaluation	the auto evaluation, system shall also facilitate capturing appraised values from the evaluators. Finally, the evaluation shall be based on the appraised values provided by the evaluators or the auto-evaluated values (in case appraised values are blank).		
267.	Auto-Bid Evaluation	In case the evaluator defers from auto-evaluation results, then system shall mandate the evaluator to provide reasons for the appraised result or variance from the auto-evaluation result.		
268.	Bid Evaluation	System shall provide integration and linkages with the vendor and contract management module to enable retrieving the relevant information required for bid evaluation (e.g. details of turnover, profitability, projects and citations etc from vendor management module and details of contract performance history etc from the contract management module). The system shall enable the users to obtain these details without moving into such respective modules and such information shall be presented in a user friendly manner. E.g. If a project number is quoted by the bidder (details of which exists in contract management module), system shall provide summary of vendor performance in the project when user clicks on the project number during evaluation process.		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
269.	Bid Evaluation	System shall enable auto-generation of comparative statements for bid responses received from the vendors. Such statements shall be generated for pre-qualification, technical and commercial bids. In addition, system shall also enable auto-generation of comparative statements item wise based on the specifications of the item procured.		
270.	Bid Evaluation	If any external person is part of the evaluation committee, system to facilitate creation of user profiles for them as guests and such guest users should have limited access to the system for specific activities		
271.	Bid Evaluation	Support dynamic assignment of officers for evaluation of bids, depending on the stage of evaluation and the policies of the department.		
272.	Bid Evaluation	All members of the evaluation committee should be able to see the tender documents based on the current stage of bid evaluation		
273.	Bid Evaluation	During evaluation, evaluation officer should provide the marks against each criteria or compliance (yes/no) for each bidder. For each criteria, system should provide facility to capture remarks and to		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
		upload any supporting documents		
274.	Bid Evaluation	System shall facilitate ranking of the bidders based on the auto-evaluation criteria mentioned in the system		
275.	Bid Evaluation	System shall facilitate the evaluation team members/committee to seek clarifications from the bidders through the system and system shall also facilitate the bidders to provide clarifications to each request for clarification submitted by the bidder, including uploading of necessary attachments in support of the clarification.		
276.	Bid Evaluation	For Request for clarifications sought by the bid evaluation committee, system shall send automated alerts to the bidder through e-mail, SMS and a notification in the user workspace in the e-Procurement system.		
277.	Bid Evaluation	Similarly, when responses/clarifications are received from the bidders, a similar notification shall be sent to the members of evaluation committee/team.		
278.	Bid Evaluation	System should capture the evaluation marks from each member against the defined criteria and results of one member should not be visible to another		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
		member. Only the chairman should get a view of every screen and activity of the committee		
279.	Bid Evaluation	Support separate workflows for bid evaluation based on number and type of stages employed (Pre-Qualification, Technical, Commercial and Techno-commercial evaluation stages)		
280.	Bid Evaluation	Support workflow for evaluation and approvals for each stage of evaluation for capturing the evaluation results, review and approval of results and final decision on the evaluation.		
281.	Bid Evaluation	The final approval of the evaluation of the respective stage shall rest only with final approval authority.		
282.	Bid Evaluation	Record comments from approvers at different stages of bid evaluation and facilitate attaching evaluation results with the bids		
283.	Bid Evaluation	For technical evaluation, system shall facilitate: a. capturing the technical evaluation results/marks from each evaluation committee member b. capture the final results of the evaluation in the system and acceptance of the results of the		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
		evaluation by each committee member		
284.	Bid Evaluation	For bids requiring the samples submission by the bidders, system shall support capturing the results of the sample testing performed by the authorised users.		
285.	Bid Evaluation	For tenders with defined weightages, system shall automatically finalize the bidders for commercial evaluation.		
286.	Bid Evaluation	For tenders without defined weightages, the chairman of the evaluation committee shall qualify or disqualify the bidders and system shall mandate the chairman to enter the reasons for disqualification		
287.	Bid Evaluation	Based on the technical scores given by the evaluation committee for all the vendors, system shall automatically rank the bidders and also calculate the respective percentiles based on the pre-defined weightage for technical evaluation		
288.	Bid Evaluation	System to facilitate final results to be signed off by all the committee members individually		
289.	Bid Evaluation	System should facilitate signing off the tender results using digital signatures by the Chairman of the		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
		tender evaluation committee		
290.	Bid Evaluation	System shall capture the consent of all the evaluation committee members on the final evaluation results.		
291.	Bid Evaluation	System should facilitate automated alerts to all the members of the evaluation committee and the bidders after the final sign off		
292.	Bid Evaluation	System shall facilitate definition of conversion rates into INR for foreign currencies applicable for the tender. These conversion rates shall be used for conversion of commercial quotations submitted in foreign currencies. The conversion rates shall be made visible to the bidders participating/qualified in the bidding process.		
293.	Bid Evaluation	In case of L1 based selection, the technical evaluation ranking should be based on the aggregated scores given by the evaluators for the pre-defined criteria. Such ranking shall be done only for bidders who qualify above the cut-off.		
294.	Bid Evaluation	In case of QCBS based selection, the technical evaluation ranking should be based on the percentiles calculated by the system (based on the aggregated scores given by the evaluators for the		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
		pre-defined criteria) based on weightage allocated for technical evaluation. Such ranking shall be done only for bidders who qualify above the cut-off.		
295.	Bid Evaluation	Audit trials should be implemented for all activities performed by the evaluators during evaluation phase including any editing functions performed by the evaluators.		
296.	Bid Evaluation	System should facilitate automated commercial evaluation based on the data in the commercial format and a report on the comparative statement should be prepared including the determination of L1		
297.	Bid Evaluation	Generate comparative charts of received commercial bids with ranking to aid in the identification of the lowest bidding contractor/supplier (L1). The system shall consider the modified bids (if such modification is allowed as per tender configuration as in case of ADB/ WB Tender) if any for the tender for arriving at the comparative chart.		
298.	Bid Evaluation	For L1 based evaluation, system shall facilitate identification of L1 vendor based on lump-sum/total contract value or for each schedule of the tender or for each line item in the tender.		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
299.	Bid Evaluation	In case of QCBS based selection, the commercial bid evaluation ranking should be based on the percentiles calculated by the system (based on the commercials quoted by the vendors) based on weightage allocated for commercial evaluation		
300.	Bid Evaluation	System should facilitate capturing approval of procurement authority on commercial evaluation before selection of the supplier for the contract		
301.	Bid Evaluation	In case of L1 based selection, system should facilitate automatic selection of the supplier based on the lowest cost among the short listed suppliers in technical evaluation		
302.	Bid Evaluation	In case of QCBS selection, system should facilitate automatic ranking and selection of supplier based on technical and commercial scores		
303.	Bid Evaluation	If two or more Tenders have the same score, the more important criterion is compared, to conclude which Tender is ranked higher		
304.	Bid Evaluation	System should facilitate capturing approval of procurement authority on final selection of the supplier for the contract		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
305.	Bid Evaluation	System shall facilitate negotiations with the vendors through sending online requests for negotiation. Based on the negotiation request bidders should be able to resubmit their commercial quotation in the system. System shall also ensure that all the activities related to the negotiation including negotiation request, negotiated bid submitted by the bidder, approval etc are captured and necessary audit trails are maintained in the system.		
306.	Bid Evaluation	System shall support loading of the commercial bid based on the assumptions/deviations specified by the bidders in their bid response. In such cases, system shall capture the reasons for loading the commercial bid of the bidder. The details of loading on the commercial bid shall be made available to the bidder.		
307.	Bid Evaluation	Make available the bid evaluation results to participating bidders for viewing and downloading from the website as soon as a stage in the evaluation process is complete. The system shall list out the details of participating bidders once the bids are opened, the results of technical bids to be published once the technical evaluation stage is over and the price bid results to be available after opening of price bids. The matrices available to the bidders should not disclose confidential information on the bidding firm.		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
308.	Bid Evaluation	On rejection of a bid at any stage, system should make it mandatory for the competent authority to provide valid reason for the same.		
309.	Bid Recall	System shall enable bid recalling using the same bid number or through generation of new bid number as per the user requirement.		
310.	Bid Recall	System shall facilitate using the bid documents, contents etc as defined in the first tender call and enable modifying the tender calendar as per the schedule of new tender call.		
311.	Bid Recall	System shall facilitate capturing the details of bid/tender recall history including the specific reasons for recall, tender recall initiating authority etc.		
312.	Bid Recall	System to facilitate definition of timelines within which tender recall can be allowed.		
313.	Vendor Selection	Based on the technical and commercial evaluation scores, system shall facilitate auto-ranking of the bidders based on the vendor selection criteria defined for the bid (i.e. L1/QCBS/QBS etc).		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
314.	Vendor Selection	System shall enable selection of the vendor based on the evaluation criteria and outcome of the evaluation for the bid.		
315.	Vendor Selection	System shall facilitate sending online notification to the successful bidder on the outcome of the bid evaluation and selection of the vendor. System shall facilitate sending the results to all the bidders who have qualified for technical/commercial bid evaluation.		
316.	Vendor Selection	Based on the selection criteria defined for the bid (i.e. one vendor for entire bid, one vendor for each schedule of the bid or one vendor for each item of the bid etc), system shall facilitate, based on vendor evaluation results, selection of the single or multiple bidders.		
317.	Issue Letter of Award (LoA)	Facilitate issue of the LOA online to the successful supplier/contractor using the issuer's DSC. System shall provide alert to the bidder on award of contract.		
318.	Issue Letter of Award (LoA)	System shall facilitate providing the delivery schedule along with the letter of award and shall also facilitate obtaining sign-off on LOA and the delivery schedule.		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
319.	Issue Letter of Award (LoA)	Facilitate the successful supplier/contractor to respond to the LOA by his DSC authentication.		
320.	Issue Letter of Award (LoA)	The system shall inform all participating bidders of the results of the competition automatically through email or other alert mechanisms		
321.	Issue Letter of Award (LoA)	System to facilitate the suppliers to submit a request for clarifications on their rejection or reasons for selection of a vendor and system should also provide a facility for the department employees to respond to them		
Purchase Order Management				
322.	Request for PO	System should be able to segregate items by different suppliers, and also accumulate similar requirements from different baskets into one at the time of releasing the purchase order.		
323.	Request for PO	Facilitate validation of order cost with available departmental budget, to avoid cost overruns		
324.	Request for PO	Automatic creation of PO, once the requisition has been approved by the appropriate authority.		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
325.	Request for PO	System should link the PO number with the requisition number to allow tracking.		
326.	Request for PO	System should link to the Contract management module for creation of P.O.s		
MIS Reports				
327.	MIS	Price profile for items procured through e-Procurement portal for a given duration with flexibility for users to define the duration		
328.	MIS	Total and average cycle time for conducting the procurement activities in e-Procurement portal including details for each phase of procurement life cycle		
329.	MIS	Average number of bidders responding for various slabs of procurement value and for each procurement item and category		
330.	MIS	Report on the corrigenda covering Overall platform, Department, Procuring authority		
331.	MIS	Report on corrigenda which cause change in Tender		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
		schedule		
332.	MIS	Report on Tender cancellations with focus on instances where the bidding process was ongoing and after receipt of bids		
333.	MIS	Report on no-response tenders		
334.	MIS	Report on tenders which go on for multiple calls (3rd, 4th etc)		
335.	MIS	Report on instances of Delayed tender opening		
336.	MIS	Tender published/Tender finalised as per Assembly & Parliamentary constituencies		
337.	MIS	No. of EMD exemptions provided		
338.	MIS	Report on transaction fees		
339.	MIS	Report on the contract prices (ECV vs. Final contract price) and the no. of contracts for each percentage deviation		
340.	***Additional Functional Requirements – Posting the procurement requirements of registered vendors for government projects (e.g.***			

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
	sub-contracts)			
341.	Registered vendor procurement requirements	System shall also facilitate the registered vendors to utilize the e-Procurement system to publish their procurement notices in the portal.		
342.	Registered vendor procurement requirements	System shall provide an online standard template for capturing the information related to the procurement requirements of the registered vendors		
343.	Registered vendor procurement requirements	The procurement opportunities published by the registered vendors must be related to the government projects only (e.g. for sub-contracting of government projects) and must be related to a project (e.g. using the project name and reference number)		
344.	Registered vendor procurement requirements	System shall facilitate calculation of applicable fees for hosting the procurement opportunity based on pre-defined charges including calculation of applicable taxes		
345.	Registered vendor procurement	System shall facilitate online payment by the registered vendors based on the fees calculated by the system.		

Functional Module		E-Tendering (ET)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
	requirements			

Functional Module	E-Auction (EA)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
System Overview	The e-Auctions module facilitates online conducting of 'reverse auctions' and 'forward auctions'. In 'forward auctions' the suppliers attempt to provide the highest bid for any disposal or sale by a customer. In 'reverse auctions', suppliers bid decreasing prices for a contract offered by a customer or group of customers. During the auction, which is conducted online using this module sellers progressively hike or reduce their prices in response to competitor's bids. The buyer and vendors can see prices offered by various bidders, but the bidders' identity shall not be revealed. The auction module should be able to combine qualitative scores and pricing instantly to measure overall competitiveness. The successful vendor with the overall lead when the auction closes.		
Online Auction Creation			
1.	System shall facilitate creation/configuration of an online auction (reverse/forward) by the Contracting authority or by Auction administrator (member of the System administration team)		
2.	System shall provide a workflow-based approval for Auction creation and configuration.		
3.	Allow users to be created and assigned different roles including auction administrator, contracting authority, approver, bidders etc.		
4.	Support the following options: ▪ Both Reverse and Forward auctions		

Functional Module	E-Auction (EA)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
	▪ Auction types- Dynamic Sealed bid, English auctions, Dutch auctions etc. ▪ Auction rules- lowest/highest bid wins, highest/lowest quantity wins etc.		
5.	Support multi variable bidding, assigning weights to different variables and use of formulae in an auction. (For e.g., a bid may include the price, delivery time, quantity etc.)		
6.	Support dependent auctions i.e. it should open an auction only on the successful completion of the previous auction		
7.	System shall facilitate the bidders to either place one bid for the whole lot or may place bids for part quantities in one or many lots.		
8.	System shall facilitate configurable parameters for an e-Auction covering the following areas: ▪ Electronic forms for bidding ▪ Auction schedule ▪ Rules for deadline extension (if applicable) ▪ Ranking information provided to suppliers ▪ Minimum and maximum decrements/increments for a bid ▪ Minimum and maximum values for each bidding field of the electronic forms ▪ Item name and quantity		

Functional Module	E-Auction (EA)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
	▪ Upset Price- auction begins with this price ▪ Reserve Price- this price should be met for the auction to have any result ▪ Bid Decrement/Increment- minimum amount by which each succeeding bid of a bidder should be lower or higher ▪ Bid limit for each bidder (in case of proxy bidding) ▪ Auction period or end time ▪ Automatic extension time window- auction time extends automatically if last submitted bid falls within this time window ▪ Selection of bidders on the basis of certain pre-qualification criteria ▪ Defining attributes for an item ▪ Permitting both auto-approval or manual approval of auction results ▪ Editing/Re-configuration of auction data by the Auction Administrator or departmental administrator (via the appropriate workflow) at any time before the start of the auction		
9.	System shall facilitate configuration of following key parameters for e-auctions: ▪ Mandatory bidding fields ▪ Mathematical formula for automatic evaluation of bids ▪ Deadline extension pre-requisites		

Functional Module	E-Auction (EA)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
	▪ Communication methods with suppliers during bidding phase		
10.	The system should allow integration of auction module with the e-tendering module (after necessary approval workflow) for creation of the auction to facilitate bidding for the short listed/participated bidders.		
11.	Support upload and display of images, multi-media content, URL, documents, and spread sheets attachment with each auction item.		
12.	The contracting authority should seal the auction configuration using its Digital signature. The decryption shall be done at the start of the auction by inserting the Digital signature of the Auctioning authority.		
13.	Facilitate government users to copy data from previous auctions for creation of a new auction.		
14.	Provide a tabular view of auction items allowing fast and easy bidding by contractors in case of multiple line items.		
Proxy Bidding			
15.	Facilitate proxy bidding for contractors, if decided by the department.		
16.	Bidder provides his bid in a period (exclusively marked for this activity) before the commencement of the live auction.		

Functional Module	E-Auction (EA)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
17.	The system shall facilitate usage of digital signature to encrypt the proxy bid at the time of submission. This encrypted proxy bid shall be opened (by the contracting authority's digital signature) once the live auction ends and a lowest live bidder is decided.		
18.	The system shall allow extension of auction time and more live bids, if any of the proxy bids are quoted at a price lower than the lowest quoting live bidder. If the new final live bid is more competitive than the proxy bids, the contract shall be awarded to the same. In case of a tie of bids between two or more proxy bids, the contracting authority shall call only those bidders (and in no case, any other bidder) for final negotiations.		
Auction Administration and Monitoring			
19.	Allow department to assign weights to different contractors based on their past performance and quality in an auction		
20.	Allow viewing of the lowest going price in real time, by the bidders.		
21.	Allow Inviting Officer to view history of items and price bids during the live auction and after with date and time stamp.		
22.	Disallow divulging the identity of the participating bidders on the system.		
23.	Provide option to the departmental administrator to auto-approve or manually approve the winner in the auction.		

Functional Module	E-Auction (EA)	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
24.	Support export capabilities for extraction of data from the auction system into a flat file or Excel spread sheet.		
25.	Provide a bidder administration module to add, delete, enable or disable the contractors or contractor group		
26.	Allow department to send notifications and pop-up messages to participating bidders during the auction.		
27.	Show in real-time the time remaining for close of the auction up to the last second to both department administrator and participating bidders.		
28.	The integration of the auction module with e-Tendering module should facilitate communicating the winning bidder and bid details to the e Tendering module for preparation of LoI and thereafter, the contract.		
29.	The system should enable logging of audit trails and bidding history for the Auction module. System should also be able to provide the audit trail for individual auctions along with the bidding history.		
30.	System should have capability to configure and conduct concurrent auctions.		
31.	The system should provide time-stamping facility for each audit log.		

Functional Module: **Rate contract Management & Administration**		Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
Module Overview In the Rate contract management module, an online database with rate contract information (item name, item description, rates, contractor name, contractor address and delivery details) negotiated by nodal agencies in the State and individual departments are posted online. End users learn about the rate contracts negotiated by the nodal agencies and other departments by accessing the online database. The online database shall be searchable and organized in a structured manner. With the development of online database, publicizing information about the negotiated rate contracts becomes effective. The Rate contract management provides for rapid procurement of small value items or items having high frequency of purchase. Procurement based on the rate contracts shall also be mandated to be done through the e procurement system above a threshold value. The format of the Rate contract should be standardised. Definition of the standards for the Rate contracts for different types of Rate contracts should be done, if the standards are different, Reports across different Agencies' and Suppliers' Rate contracts should be able to be created by using a common meta-data standard.			
Rate Contract Database			
1.	Should provide an easy mechanism to upload concluded rate contracts by the nodal agencies/ departments		
2.	Should contain the item name, item code (system generated or manual, as decided), a description of the item, unit of measurement, supplier name, supplier part number (if any), rate contract unit price, and any other information as required by the departments.		
3.	Should allow for differential pricing by further specifying the freight charges (zone-wise), local taxes, discounts/rebates for specific users, etc. for delivery in various permitted locations.		

	***Functional Module:* Rate contract Management & Administration**	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
4.	All rate contracts including the nodal agency negotiated rate contracts and also individual department negotiated rate contracts should be made available in the module		
	Incorporation of Standard Codes		
5.	The module should adopt the item codes created in the item master of the indent management module.		
6.	Facilitate instant availability of information on contract terms and conditions, payment conditions, delay clauses, etc. through integration with the Tendering module		
7.	Facilitate search of products by more than one specific identifier such as description of item, item code, etc.		
8.	The system must have the ability to add additional specific identifiers, such as manufacturers' part number, etc.		
	Online Rate Contracts		
9.	Allow the maintenance and hosting of individual rate contracts to be controlled according to the terms of an individual agreement between the department and its particular suppliers.		
	Rate contract Administration		

	Functional Module: **Rate contract Management & Administration**	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
10.	Allow online rate contracts in a format specified by the State, to be transacted through the system for the following options: ▪ Department/ Nodal agency uploads and updates the rate contracts ▪ Department/ nodal agency approves and updates rate contracts that are uploaded by the Service provider; and ▪ Service provider uploads and updates rate contracts on behalf of the department/ nodal agency		
11.	The system should mandate use of Digital certificates at the time of uploading or updating of Rate contracts by Department/ nodal agency		
12.	In case the department maintains rate contracts, it should be allowed to edit available goods and services, specifications, and item prices.		
13.	Support steps for updating rate contracts such as editing and reviewing for publishing should be available in the system.		
14.	Facilitate maintenance of the reserved items list of the department.		
15.	Facilitate the workflow for addition and deletion of items from the reserved items list.		
16.	Facility to control viewing of selected rate contracts based on the permission level of the user.		

	***Functional Module:* Rate contract Management & Administration**	Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
17.	Facilitate configuration of the rate contract viewing permissions based on the organizational structure.		
18.	Support multiple currency and language for rate contracts.		
19.	Provide list of blacklisted/blocked suppliers who have defaulted on fulfilling rate contract terms and conditions		
20.	Provide alerts on soon to expire rate contracts to the users		
Electronic shopping			
21.	Support electronic shopping basket functionality when procuring using online rate contracts.		
22.	Shopping basket must provide at a minimum the list of items selected, and the running total amount for the same.		
23.	Further, user should be able to add items from different suppliers to the shopping basket.		
Purchase Order Management			
24.	System should be able to segregate items by different suppliers, costs thereof and also accumulate similar requirements from different baskets into one at the time of releasing the purchase order.		

Functional Module: **Rate contract Management & Administration**		Fully Available (FC)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
25.	Facilitate validation of order cost with available departmental budget, to avoid cost overruns		
26.	Automatic creation of PO, once the requisition has been approved by the appropriate authority.		
27.	System should link the PO number with the requisition number to allow tracking.		
28.	System should link to the Contract management module for creation of P.O.s		

Functional Module: Contract Management (CM)			Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
Overview of the Module The processes involved in between issuance of work order / purchase order and completion of work/deliverable are handled electronically in contract management module. Government would able to maintain an overview of the works/ goods delivery in progress. When in place for a period of time, the system collects a repository of knowledge that can be used to measure the performance of a contractor.				
1.	Contract document	Provide online templates with standard terms and conditions for different types of procurement. User would be able to use the templates to create their own contract document.		
2.	Integration with e-Tendering and Rate contract management	Facilitate seamless exchange of data from e-tendering module including data on contract terms and conditions, milestones/deliverables, payment conditions, delay clauses, etc. to the Contract Management module.		
3.	Integration with e-Tendering and Rate contract management	Facilitate addition, deletion and modification of contract terms and conditions, milestones/deliverables, payment conditions, delay clauses, etc.		

Functional Module: Contract Management (CM)			Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
Overview of the Module The processes involved in between issuance of work order / purchase order and completion of work/deliverable are handled electronically in contract management module. Government would able to maintain an overview of the works/ goods delivery in progress. When in place for a period of time, the system collects a repository of knowledge that can be used to measure the performance of a contractor.				
4.	Purchase Order creation	System should link the PO number with the requisition number to allow tracking.		
5.	Purchase Order creation	System should link to the e-Tendering module and the Rate contract management for accepting requests for creation of POs along with collecting relevant details from across all modules.		
6.	Purchase Order creation	System should auto-populate the PO with department and shipping details, etc. However, the user should be able to override the system information (provide different shipping address, etc.).		
7.	Purchase Order creation	System should consolidate POs based on the parameters specified by a department. System should display a default / supported list of parameters to choose from.		

Functional Module: Contract Management (CM)			Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
Overview of the Module The processes involved in between issuance of work order / purchase order and completion of work/deliverable are handled electronically in contract management module. Government would able to maintain an overview of the works/ goods delivery in progress. When in place for a period of time, the system collects a repository of knowledge that can be used to measure the performance of a contractor.				
8.	Purchase Order creation	Allow editing/cancellation by the purchaser/purchasing department of the system generated PO before release.		
9.	Purchase Order creation	Facilitate entering of comments/reasons for editing/cancellation of system generated PO.		
10.	Purchase Order creation	In relation to POs, the following should be supported: • Create & release of PO to the selected single supplier for single/ multiple items • Create & release of split PO to the selected suppliers for single/ multiple items • Create & release of POs in one lot or multiple need based orders. • Creation of balance between easy and difficult delivery destinations or		

Functional Module: Contract Management (CM)			Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
Overview of the Module The processes involved in between issuance of work order / purchase order and completion of work/deliverable are handled electronically in contract management module. Government would able to maintain an overview of the works/ goods delivery in progress. When in place for a period of time, the system collects a repository of knowledge that can be used to measure the performance of a contractor.				
		policy as defined by the department. • Provision for single PO containing multiple items from multiple RCs of a single vendor		
11.	Purchase Order creation	The purchaser/purchasing department should be able to selectively release POs		
12.	Purchase Order creation	Automatic release of PO to the supplier only when such configuration is requested by the purchasing department.		
13.	Purchase Order creation	Allow the following modes of release of PO to the suppliers: (also SMS alert) Directly update the suppliers' operational systems, if available Email with attachments		

Functional Module: Contract Management (CM)			Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
Overview of the Module The processes involved in between issuance of work order / purchase order and completion of work/deliverable are handled electronically in contract management module. Government would able to maintain an overview of the works/ goods delivery in progress. When in place for a period of time, the system collects a repository of knowledge that can be used to measure the performance of a contractor.				
		Fax Printed output Save it in the designated 'Inbox' provided for the supplier in the e-Procurement website.		
14.	Purchase Order creation	Automated email/SMS alerts to facilitate the creation and approval workflow in the organization.		
15.	Purchase Order creation	The email should have facility to be auto-populated with the requisition/PO reference information, or URL of the requisition/PO (on the e-procurement website).		
16.	Purchase Order	Further, in order to avoid delays in approval, allow automatic escalation of requisition/PO, if a particular approver is not available.		

Functional Module: Contract Management (CM)			Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
Overview of the Module The processes involved in between issuance of work order / purchase order and completion of work/deliverable are handled electronically in contract management module. Government would able to maintain an overview of the works/ goods delivery in progress. When in place for a period of time, the system collects a repository of knowledge that can be used to measure the performance of a contractor.				
	creation			
17.	Purchase Order creation	Support electronic confirmation from the supplier upon receipt of the online PO, using his DSC.		
18.	Purchase Order creation	The system must allow the suppliers to track orders placed on them as well as update the buyers of the order status.		
19.	Purchase Order creation	Maintain record of all POs released supplier wise for demand estimation for future procurement		
20.	Purchase Order creation	Support updating of receipt information on the system as follows: Receipt of quantities more or less than the PO quantity, but within		

Functional Module: Contract Management (CM)			Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
Overview of the Module The processes involved in between issuance of work order / purchase order and completion of work/deliverable are handled electronically in contract management module. Government would able to maintain an overview of the works/ goods delivery in progress. When in place for a period of time, the system collects a repository of knowledge that can be used to measure the performance of a contractor.				
		specified tolerances as defined by the department Return part orders by line items, providing reason for return • Cancel if supplier short delivers, or of unacceptable quality		
21.	Purchase Order creation	Allow purchaser to issue and update the Goods Receipt Note on the system.		
22.	Purchase Order creation	Allow supplier to raise a bill request on the system for the delivered goods, for the subsequent release of the payment. Also, allow facility to upload a scanned copy of a bill.		
23.	Purchase Order creation	Allow settlement of payment after three way matching (Bill, PO, goods receipt note) either on the system or on the department's internal financial system. However, facilitate updating of the transaction information on the system for		

Functional Module: Contract Management (CM)			Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
Overview of the Module The processes involved in between issuance of work order / purchase order and completion of work/deliverable are handled electronically in contract management module. Government would able to maintain an overview of the works/ goods delivery in progress. When in place for a period of time, the system collects a repository of knowledge that can be used to measure the performance of a contractor.				
		MIS purpose, future demand estimation, etc.		
24.	Purchase Order creation	Allow delegation of settlement of payment responsibility to a centralized department, if so decided by the State.		
25.	Purchase Order creation	Allow integration with approved payment gateways provided by third parties for the purpose of settlement.		
26.	Purchase Order creation	Maintain auditable record of all requisitions, POs, approvals, rejections, deliveries, and cycle times for these processes.		
27.	Purchase Order creation	Reports to be generated to facilitate cycle time and bottleneck analysis, measurement of supplier performance, etc.		

Functional Module: Contract Management (CM)			Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
Overview of the Module The processes involved in between issuance of work order / purchase order and completion of work/deliverable are handled electronically in contract management module. Government would able to maintain an overview of the works/ goods delivery in progress. When in place for a period of time, the system collects a repository of knowledge that can be used to measure the performance of a contractor.				
28.	Contract monitoring	Allow initiation of online measurement book.		
29.	Contract monitoring	Enable contractor's login to access and update completed work information in the online measurement book.		
30.	Contract monitoring	Freeze the details of the measurement book, while it is sent from one official to another in the workflow.		
31.	Contract monitoring	Time stamp the file while it moves from one user to another.		
32.	Contract monitoring	Support uploading of measurements in the form of pre-specified excel spread sheet, text, etc. formats.		
33.	Contract	Facilitate the filing of deviation requests (variations in project scope, work		

Functional Module: Contract Management (CM)			Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
Overview of the Module The processes involved in between issuance of work order / purchase order and completion of work/deliverable are handled electronically in contract management module. Government would able to maintain an overview of the works/ goods delivery in progress. When in place for a period of time, the system collects a repository of knowledge that can be used to measure the performance of a contractor.				
	monitoring	content, etc) by the contractor		
34.	Contract monitoring	Allow creation of goods receipts at the time of delivery		
35.	Contract monitoring	Allow tracking of delivery of goods or services by comparing delivery receipts with milestones mentioned in the contract		
36.	Contract monitoring	Send alerts to contractors and departmental staff on critical dates for updating the online measurement book, verification of measurement book, generation of bill, bill approval, and release of payment, etc. The dates to be available from the contract agreement details transferred from the tendering module.		
37.	Contract monitoring	Track a contract through various stages- Active, close, terminated.		

Functional Module: Contract Management (CM)			Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
Overview of the Module The processes involved in between issuance of work order / purchase order and completion of work/deliverable are handled electronically in contract management module. Government would able to maintain an overview of the works/ goods delivery in progress. When in place for a period of time, the system collects a repository of knowledge that can be used to measure the performance of a contractor.				
38.	Contract monitoring	Support pre-contract stages such as under construction (contract document under construction) and under negotiation (negotiations underway between department and contractor).		
39.	Contract monitoring	Facilitate login of concerned departmental officials for the purpose of entering project related information and for providing approvals at various stages.		
40.	Contract monitoring	Allow entry of third party verification information on project progress, quality control in the system. Provision of user login and define access control for such third party verifiers.		
41.	Contract monitoring	Capture information on project analytics, such as per cent of work completed against time elapsed, corresponding payments made, work extensions, delays, etc. for the purpose of generating reports		
42.	Quality	Allow quality monitoring against a detailed set of contractually decided		

Functional Module: Contract Management (CM)			Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
Overview of the Module The processes involved in between issuance of work order / purchase order and completion of work/deliverable are handled electronically in contract management module. Government would able to maintain an overview of the works/ goods delivery in progress. When in place for a period of time, the system collects a repository of knowledge that can be used to measure the performance of a contractor.				
	monitoring	parameters and creation of relevant inspection reports		
43.	Quality monitoring	Designated staff should be able to upload inspection reports, photographs, etc. on the system for review of designated authorities.		
44.	Quality monitoring	Allow documents, as necessary, to be attached with the contract, such as the material consumption, notices issued to the contractor, etc.		
45.	Contractual modifications	The system must allow the monitoring authority to raise requests for enhancements or report deviations from scope		
46.	Contractual modifications	The system should provide an approval mechanism for approving scope enhancements and taking decision on action against scope deviations		
47.	Contractual modifications	System should support request and approval for creation/extension/removal of milestones even when the project in underway.		

Functional Module: Contract Management (CM)			Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
Overview of the Module The processes involved in between issuance of work order / purchase order and completion of work/deliverable are handled electronically in contract management module. Government would able to maintain an overview of the works/ goods delivery in progress. When in place for a period of time, the system collects a repository of knowledge that can be used to measure the performance of a contractor.				
48.	Contractual modifications	Facilitate creation of relevant approval mechanisms for any contractual modification at the time of contract signing itself.		
49.	Contractual modifications	The system should provide for creation/updating of milestones taking the enhancements/deviations into account		
50.	Monetary deposits	The system should alert the government users and contractors for Collection/Refund/Renewal of PBG renewal, Security deposit, EMD etc.		
51.	Monetary deposits	Electronic refund of the EMD amount of unsuccessful bidders either at the expiry of the bid validity period or contract signing with the successful bidder whichever is earlier.		
52.	Reporting	The system should support the management in monitoring of both physical and financial milestones through statistical and graphical reports		

Functional Module: Contract Management (CM)			Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
Overview of the Module The processes involved in between issuance of work order / purchase order and completion of work/deliverable are handled electronically in contract management module. Government would able to maintain an overview of the works/ goods delivery in progress. When in place for a period of time, the system collects a repository of knowledge that can be used to measure the performance of a contractor.				
53.	Reporting	System should support auto escalation for delays in both execution and payment		
54.	Reporting	System should alert recoveries on account of delays or quality issues etc		
55.	Bill generation	Support automatic periodic generation of the bill based on verified Measurement Book entries, and other contract agreement terms and conditions.		
56.	Bill generation	The bill amounts should be derived after comparing with the previous payments and comments made in the bill ledger, mandatory recoveries (TDS, Income tax etc), deductions etc		
57.	Bill generation	Apply to the bill any service tax, sales tax, etc. as applicable locally.		

Functional Module: Contract Management (CM)			Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
Overview of the Module The processes involved in between issuance of work order / purchase order and completion of work/deliverable are handled electronically in contract management module. Government would able to maintain an overview of the works/ goods delivery in progress. When in place for a period of time, the system collects a repository of knowledge that can be used to measure the performance of a contractor.				
58.	Bill generation	Track project delays on the part of the contractor and apply penalty clauses accordingly at the time of preparation of the bill based on the conditions of the contract.		
59.	Bill generation	Track delays in payment to the contractor, and apply interest payment clauses as per the terms and conditions of the contract agreement after approval of the designated authority.		
60.	Bill generation	System should generate final bill with all details of previous payments and the respective approval trails		
61.	Online payments	Facilitate processing of contractor payments based on the contract information available from the Tendering Module.		
62.	Online payments	Facilitate tracking previous payments/advances released to a contractor, cost overruns, etc via integration with an external Project Accounting		

Functional Module: Contract Management (CM)			Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
Overview of the Module The processes involved in between issuance of work order / purchase order and completion of work/deliverable are handled electronically in contract management module. Government would able to maintain an overview of the works/ goods delivery in progress. When in place for a period of time, the system collects a repository of knowledge that can be used to measure the performance of a contractor.				
		System/Module		
63.	Contract closure	The system should facilitate in the closure of contract and thereafter generate a completion report containing all details of the project		
64.	Contract data management	Maintain all reports/audit trails as required for the AG's audit purpose. Compliance with relevant provisions of the Works Manual, Account Code, Finance Code, and appropriate statute, etc		
65.	Contract data management	Maintain central repository of all contract information- Contract status, contracted parties, contract period, goods or services covered, and contact point(s).		
66.	Contract data management	In case of Rate Contracts, the system must alert the concerned authority and also the contracted suppliers when the contract is approaching its expiry/ renewal date. System should remove the expired rate contracts and place them in the rate contract archive		

Functional Module: Contract Management (CM)			Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
Overview of the Module The processes involved in between issuance of work order / purchase order and completion of work/deliverable are handled electronically in contract management module. Government would able to maintain an overview of the works/ goods delivery in progress. When in place for a period of time, the system collects a repository of knowledge that can be used to measure the performance of a contractor.				
67.	Contract data management	In case of Rate Contracts, allow extension of contract under special conditions.		
68.	Contract data management	System should request specification of appropriate reasons for the extension.		
69.	MIS features	Report on split awards		
70.	MIS features	Report on deviations from contract (No. of contracts above a percentage deviation)		
71.	MIS features	Report on time extensions		
72.	MIS features	Report on performance of Contracting authorities (approvals of deviations, time extensions etc)		

Functional Module: Contract Management (CM)			Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
Overview of the Module The processes involved in between issuance of work order / purchase order and completion of work/deliverable are handled electronically in contract management module. Government would able to maintain an overview of the works/ goods delivery in progress. When in place for a period of time, the system collects a repository of knowledge that can be used to measure the performance of a contractor.				
73.	MIS features	Report on performance of Vendor (Delays, Deviations etc)		
74.	MIS features	List of contracts awarded location wise/district wise/procurement item category wise etc.		
75.	MIS features	Sector wise/Procurement category wise vendor/contractor details with % and number of projects allocated at state/department/location level.		
76.	MIS features	Sector wise/procurement category wise buyer profile with details of procurement values and volumes		

Functional Module	Management Information Systems (MIS)	Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
Supplier Registration (MIS.2.)			
1.	• New Registrations- by Category, Class, date/period of registration • ii. Renewal dates • iii. Suppliers renewed, not renewed • iv. Blacklisting- suppliers recommended, suppliers blacklisted		
2.	System should provide report on suppliers who are registered with the portal (who opted for providing specific services) based on type of procurement, item code, location code, volume of services provided to the department etc		
3.	System should provide report on suppliers who are registered with the portal and who provided services to the government depts. in the state already based on type of procurement, item code, location code, volume of services provided to the department etc		
Indent Management (MIS.3.)			
4.	- Indents created, by type of work, value, region, etc. - Indents approved, rejected, and reasons for the same		

Functional Module	Management Information Systems (MIS)	Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
e-Tendering (MIS.4.)			
5.	Should provide dashboard view for every user with details of ……		
6.	Tenders floated by value, by type of work, by region, etc. Sale/download of tender docs, receipt of fees/EMD, list of bidders, etc. Report on double payments and report on refunds in such cases Participation by contractors, during registration period, over any given period of time, etc. Contractor-wise reports on bids participated, won, lost, etc. Defaulting contractors (non-payment of EMD, fake documents, etc.)		
7.	System to facilitate tender history report – including date of tender calling, date of tender submission, bidders who submitted the bids, evaluation results, payment history, all docs related to tender and contract etc. Tender history report should be based on the current status of the project		
8.	Contract award report		
9.	Score justification report		
10.	System should facilitate reporting on the information on all aspects of the competition. Such reports include information about the bidders that participated in the competition, the successful		

Functional Module	Management Information Systems (MIS)	Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
	bidder(s), the reasons for their selection, etc.		
Rate Contracting (MIS.5.)			
11.	Available Rate Contracts (RC) RC validity- due for extensions/fresh tendering Price Comparison with past RCs-Price Trend Analysis RC utilization over a period of time- by volumes, by value		
Demand Generation/Aggregation (MIS.6.)			
12.	Demand Analysis- by Item, over given time period, by region		

Functional Module	Management Information Systems (MIS)	Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
Contract Management (MIS.7.)			

Functional Module	Management Information Systems (MIS)	Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
1.	Capture information on project analytics Per cent of work completed against time elapsed, work extensions Delays due to contractor, due to department Projects on track, delayed, completed, abandoned Payments made vis-à-vis Project completion Contractor performance by Class of Registration, Contract Value, Type of Contract/project Defaulting contractors (Non completion of projects, delayed projects, etc.)		
e-Auctions (MIS.8.)			
2.	Number of Auction, by item/work, by type of auction, by results (vendor selected, re-auction, abandoned) Vendor participation % savings in price		
Order Management (MIS.10.)			
3.	No. of Requisitions, by department, by user, by value No. of Purchase Orders, by department, by user, by value		

Functional Module	Management Information Systems (MIS)	Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
	Approval History of requisitions and Pos		
Workflow related (MIS.11.)			
4.	Statistics on evaluation process- cycle time, bottlenecks, etc.		
Presentation (MIS.12.)			
5.	Facilitate department to configure/develop reports on as per their requirements		
6.	Reports to be available based on department level and global level privileges provided to the user.		
7.	Provide the option for reports to be saved and printed in different formats e.g. MS Excel, MS Word, etc.		
8.	Reports to be available in graphical as well as tabular formats.		
9.	The MIS facility should have separate interfaces for different users (Govt. level, department level, etc.).		

Functional Module	General (GEN)	Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
Language used in the e Procurement System			
1.	System shall provide bilingual interface i.e. English and Hindi for the user in accessing and using the e Procurement portal.		
Common Instrument Numbering (GEN.1.)			
2.	Facilitate common instrument numbering system (Unique procurement instrument identifier), if decided. Thereby, each contract, PO, or any other agreement would be uniquely numbered in order to facilitate MIS on spend analysis, supplier performance, etc.		
Opinion Polls (GEN.2.)			
3.	Facility to conduct opinion polls, satisfaction surveys, etc. from suppliers/contractors, departmental users, in order to improve the functionality/services of the e-procurement system.		
Help Section (GEN.3.)			
4.	Provide online Help section for the suppliers/contractors and departmental users for all online modules.		
5.	System shall provide WBT/CBT for demonstrating all functions/transactions in the e-Procurement portal. Such programs shall explain each phase of the transaction, contents and documents to		

Functional Module	General (GEN)	Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
	be attached during registration etc. Implementation Agency shall provide such online training programmes in both English and local language.		
6.	Provide online FAQ section and facilitate continual updating with new learning.		
7.	Provide section displaying policy documents of departments, terms of use, rules & guidelines, etc.		
GUI validations (GEN.4.)			
8.	System validations at the time of data entry (e.g. standard formats for date, currency, registration numbers, etc.)		
Auto Population of fields (GEN.5.)			
9.	Auto population of form fields with previously entered data, as applicable.		
10.	Facilitate users to modify the auto-populated fields, as applicable.		
Workflow and Configurability (GEN.6.)			
11.	Application workflow and privileges should be capable of being configured based on the organization structure and delegation of powers of the department.		

Functional Module	General (GEN)	Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
12.	Further, the system should allow re-configuration based on delegation of powers at a later date by the authorized user. For example, currently, as per the Works Manual, the Superintending Engineer (SE) is the approving authority for the NIT on forms A & B for tenders up to Rs.10 lakhs in Public Works Department (PWD). However, if the department wishes to increase the limit up to Rs.15 lakhs, the system should allow the designated system administrator to configure the same in the system. Thereafter, all tenders up to Rs.15 lakhs shall be routed to the concerned Executive Engineer (EE) instead of the SE.		
13.	Each department level configuration should be able to support multiple sub-departments to take care of the multiple locations and divisions within the department.		
14.	The work flows should be flexible and configurable based on: The product category Spending limits Approval limits Intra department relationships Inter department relationships		
15.	Support transaction level assignment of responsibilities. The authorized user should be able to assign different users for:		

Functional Module	General (GEN)	Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
	Accepting tender fee Tender opening at all stages Issuing corrigendum		
16.	System, by default, shall apply the pre-defined workflow for any new procurement initiated by the department in the e-Procurement system		
17.	For each user/role defined in the workflow, system shall facilitate definition of a cover user/alternate user who can perform the designated functions in absence of the main user. The requests for processing/approval in the e-Procurement system shall be automatically routed to the cover user in case of non-availability of main user.		
18.	System shall also facilitate reconfiguring the pre-defined workflow based on the specific requirements of the tender		
19.	Facility to change the workflow at any point of time based on changes in roles and responsibilities of officers		
20.	System shall enable modifying the workflow for each tender based on the availability of designated officers and the members identified for tender processing		
21.	System to facilitate documenting the instructions/notings at each stage of the workflow activity and such notings/instructions shall be visible to all the actors in the workflow defined for the tender		

Functional Module	General (GEN)	Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
22.	The notings/instructions defined by one user shall not be allowed for modification by other users.		
23.	The tender history and audit trails maintained for the tender shall also include the notings made by the users at various stages of the tender documents		
24.	At each stage of the workflow, system shall allow uploading the documents by the end users.		
25.	System shall allow withdrawal/call back of a file in the workflow before it is acted upon by the approving/reviewing authority.		
26.	Provision for special approvals (different from the configured hierarchy/workflow) should be available.		
27.	System shall facilitate defining the timelines for completion of a given activity in the workflow and enable time tracking based escalation in case of delays at any stage of approval.		
28.	Support time stamping of all workflow steps such as creation, submission, approval, rejections, etc.		
29.	Support event based alerts to the authorities during the creation and approval process.		
30.	Maintain auditable logs of such activities for future referral, dispute resolution, MIS generation, etc.		

Functional Module	General (GEN)	Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
31.	Support configuration of roles such as the system administrator, super user for the departments.		
32.	Support configuration of users from contractor/supplier agency, and from other allied agencies such as the payment gateway provider.		
33.	System to provide a functionality for modelling the internal workflows which can assist department users to comply with the internal workflows of their department in a more efficient and time-effective manner		
34.	If user closes Web browser or does not perform any activities on the system for a certain period of time: System uses a time limit of inactivity. If the session of a certain user is idle for longer than the predefined time limit, system automatically signs the user out		
35.	All user activities and system events must be logged (i.e. recorded) to designated secure areas, which can assist in the regulatory reporting requirements of the legislation, as well as, the identification of infringements		
36.	System should ensure that logs are accessible only by authorized personnel, who can create activity reports and produce statistical analysis based on the logs		
37.	System to facilitate super user for the department who will create and manage user profiles and workflow for the department		
38.	System should facilitate creation of roles and assigning appropriate tasks to individuals based on		

Functional Module	General (GEN)	Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
	the roles including multiple roles for the same user		
39.	Each user is associated to a unique identifier, which can be used by the audit trailing facility of the system, in order to record all user activities, and to identify the initiator/actor of each activity		
40.	User administration should facilitate creation of two categories of roles – procurement officers and bidders. Procurement officers should not have access to tasks related to responding to a tender. Bidders should not have access to tasks related to tender preparation, tender calling and evaluation Procurement officers category should have three types of users – “Administrative staff” - Administrative staff Procurement Officers which perform the role of are responsible for the creation and management of Calls for Tenders “Opening staff” - Opening staff Procurement Officers which perform the role of are responsible for the opening (or unlocking) of Tenders for a Call Procurement Officers “Evaluating staff” - Evaluating staff Procurement Officers which perform the role of are responsible for the evaluation of Tenders for a Call, as well as, the conclusion of a competition by selecting the winner(s) and publication of the Contract Award Notice		
41.	System should facilitate synchronization of server time with standard source as identified by the state (time server)		

Functional Module	General (GEN)	Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
Dynamic Forms Library (GEN.7.)			
42.	The department administrator should be able to select and associate multiple forms with his department, from the forms library.		
43.	The tender creator should be able to select the relevant forms from the department specific forms library during tender creation.		
44.	The tender creator should be able to dynamically configure the selected form to meet the requirements of the specific tender.		
Personalization (GEN.8.)			
45.	Support user specific portals (entry points). The user portals can be differentiated based on the type and level of the user, such as different views for departmental users, suppliers, Governmental users (Secretary, Minister, CM), etc.		
46.	Support personalized views to contain content that is relevant to the type of user.		
47.	Simple graphical user interface (GUI) providing ease in navigation and use.		
48.	Tender management templates for Goods, works and services. Each template to have standard rules, functionalities, attributes as applicable for the type of procurement		

Functional Module	General (GEN)	Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
49.	During first time login of the registered user, system should mandate the user to change the password		
50.	System should implement minimum password controls including minimum number of characters (8), alphanumeric combination disallowing the repetitive usage of passwords		
51.	System should facilitate updating the user profile details at any point of time after login and such updating should mandate usage of digital certificate		
52.	If a non-authenticated user attempts to directly access an application page, for instance by clicking on a URL embedded in an email communication: System redirects to the login page User fills in the username and password Upon validation of credentials system redirects to the original requested URL		
53.	Portal should provide information on all the acceptable technical standards (PDF, word etc.) for tender submission		
54.	Portal should send automated alerts to the registered suppliers about the events of a particular tender		
55.	System should support import of data from excel files and also export capabilities for extraction		

Functional Module	General (GEN)	Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
	of data from the auction system into a flat file or Excel spread sheet.		

Functional Module	Mandatory Technical & Security Requirements of e-Procurement system	Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
Overview	Following presents other key mandatory technical requirements of e-Procurement system required for CHiPS.		
1.	The proposed e Procurement solution should be based on Open Architecture framework.		
2.	The proposed system should be OS independent i.e. should run on any Operating System		
3.	The proposed system should be browser independent i.e. should run on any of the popular browsers like IE, Chrome, Firefox etc.		
4.	The proposed system should be Web 2.0 compliant		
5.	The proposed e Procurement solution should be certified for security and controls by a certifying agency like STQC or any third party agency.		

Functional Module	Mandatory Technical & Security Requirements of e-Procurement system	Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
6.	The kernel of the operating system should be secured from injection of the Spyware or malware with "File Integrity tools"		
7.	System shall enforce registration of Users with the DSC Class II / Class III of the User and thereafter the log-in to the system shall be with the DSC.		
8.	System shall implement SSL by using the Secure Hyper Text Transport Protocol (HTTPS)		
9.	System shall utilise the latest widely-used SSL standard of 128-bit encryption		
10.	System shall enable PKI based encryption of the bid forms (technical & commercial), attachments, and entire bid document at the client side through PKI technology using the DSC Class II / Class III of minimum 2048 bit key length before bid submission.		
11.	Establish a secured communication mechanism between an e Procurement system and other external systems (both public and private sector)		
12.	All bids submitted should be tamper evident and should generate alerts in case of tampering/ unauthorised access		
13.	System shall ensure that suppliers electronically sign tender documents before submission		
14.	To prevent clandestine copy of the bid, system should provide/implement one of the following methods		

Functional Module	Mandatory Technical & Security Requirements of e-Procurement system	Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
	a. Splitting of the Keys b. Multiple encryptions (in pre-defined order) of the bid document with multiple public keys and decryption of document with the multiple corresponding private keys (in pre-defined order).		
15.	System shall facilitate contracting authorities to validate electronic signatures of submitted tenders		
16.	Similarly, for e Auctions, system must ensure that suppliers use electronic signatures for confirming their winning tenders		
17.	System shall unify information created by the various e Procurement system modules and servers logs		
18.	System shall ensure only authorised personnel have access rights to module and system logs		
19.	System shall implement “append only” mode for log files		
20.	System shall ensure that log files are not altered by any user		
21.	Logs created during submission of tenders should be accessible only for authorised contracting authority personnel identified by CHiPS		

Functional Module	Mandatory Technical & Security Requirements of e-Procurement system	Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
22.	System shall ensure storage of log files in secure servers		
23.	There shall be clear segregation of duties between the functions/activities performed by the procurement officers of the department and the system administrators deployed for managing the technical aspects of the solution.		
24.	System shall facilitate creation of reports containing information on events occurred during the lifecycle of an e-Procurement competition		
25.	Implementation Agency shall set up a central logging server for recording all the events in the e-Procurement system and access to such central logging server shall be completely restricted for the system administrators. The output of logging mechanisms should be encrypted (including a digital signature that incorporates a time and date indicator) and routed to the central log server.		
26.	System administrator should have no access to the Audit trails. All log repositories should be configured as read-only file systems except for the systems that are providing log entries so that no alteration of the log file is possible.		
27.	e-Procurement system shall make use of the date and time service of the external time stamping server as identified for the e-Procurement solution. The e-Procurement servers shall be synchronised with the identified time stamping server.		
28.	Provide a tool for accessing, processing, and producing reports on activities based on the system logs		

Functional Module	Mandatory Technical & Security Requirements of e-Procurement system	Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
29.	Support the analysis of the log information, so that the full audit trailing of a particular completion of an activity or a user's activities can be reported		
30.	Only authorised personnel should be able to gain access to this tool		
31.	Provide data-warehousing functionality in order to exploit information contained in the e-Procurement system		
32.	Capability to generate customisable reports on procurement activities conducted through e-Procurement system		
33.	Provide tools for analysing information for data generated through the repetitive purchasing of CHiPS		
34.	An automatic check of submitted documents/ files related to tenders is performed and if a file is infected with virus the system invalidates the supplier's tender		
35.	Provide an automated notification mechanism for informing the corresponding supplier that the submitted documentation is considered invalid due to the detection of viruses		
36.	Perform an automatic virus check on submitted tenders		
37.	Virus infected files should be automatically deleted from the system, or put to quarantine at a server location which is secure and guarantees that the virus cannot infect other areas of the		

Functional Module	Mandatory Technical & Security Requirements of e-Procurement system	Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
	system		
38.	An automated notification should be sent to the corresponding supplier to inform about the virus-infected document		
39.	Audit trailing mechanism of the virus scanner should only report whether a tender document is infected, and not include confidential information		
40.	All the audit trails generated for the transactions/activities carried out in the e-Procurement system must be stored in a separate audit log server and access to the audit logs shall be restricted to the administrators/individuals of the CHiPS and shall be accessible only to designated Government officers		
41.	System shall support local language user interface		
42.	System shall facilitate collaborative environment, where the internal procedures of the Contracting Authority can be modelled into flexible system workflows		
43.	System shall establish workflows to optimise the approval paths followed (from drafting a contract document to its final approval)		
44.	Use transaction hub for converting format of transferred messages in the appropriate data format of the destination system		

Functional Module	Mandatory Technical & Security Requirements of e-Procurement system	Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
45.	Operate as a routing medium for transferred messages		
46.	Employ a full audit trailing facility, inbound and outbound queues guaranteeing the delivery of messages and advanced security features		
47.	The illicit movement of data on or off of a server should be controlled using a combination of stateful inspection firewalling, Intrusion Prevention Systems (SPS), unified threat management, and Content Monitoring and filtering (CMF). .		
48.	Intrusion Prevention Systems coupled with a weekly review of the system logs shall be adopted to ensure that no unauthorised processes/programs are installed/running on the e-Procurement servers.		
49.	The e-Procurement implementation shall adopt security methods such as usage of Demilitarised zones for web servers, completely secured zones for application and database servers.		
50.	SI shall ensure that all the services and associated ports, which are not required for e-Procurement system operations, are disabled/uninstalled in the e-Procurement IT Infrastructure including operating systems, database, application server, network and security infrastructure.		

Following are some specific requirements of CGMFP which mainly procures goods.

	Specific Requirements dealing in Goods tenders	Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
	Overview Goods are generally procured through rate contracts. Following are the functional requirements cutting across modules that are specific and in addition to the functional requirements detailed in preceding sections.		
1.	Should allow a single envelope method for procurement.		
2.	Should provide for flexible number of items per page as per the requirement of the department during the tender preparation.		
3.	Should provision for defining EMD values separately for each item or for a group of items in the tender.		
4.	Should provision for defining the technical qualification criteria separately for each item or clubbed together for a group of items		
5.	Should allow bidders to bid for part or entire number of items in the tender. Should allow the bidders to leave the items not intended to be bid by them blank.		
6.	The tender form should be designed such that the bidder can input his EMD capacity and then allow him to fill up the item level details in the tender.		

Specific Requirements dealing in Goods tenders		Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
7.	Should automatically calculate and display the total EMD required for the items / item groups he has bid for and also check against the Bid capacity of the bidder on a real-time basis while filling in the tender form. System should alert the bidder if he is exceeding his EMD capacity and also the total bid capacity. The method for calculation of the EMD and Bid capacity shall be defined by the department at the Tender Preparation stage.		
8.	Before the supplier submits the tender, system shall display the items he has bid for.		
9.	While evaluation by the department, system should only display the items bid by the supplier and should not display the items not bid for.		
10.	During Evaluation, the system should check for the fulfilment of the Technical Evaluation criteria item wise/item group wise and should display only those items/group of items quoted by a bidder in which he has technically qualified.		
11.	During evaluation, should provide for checks for the value of procurement from each successful supplier item wise value and total value and check it against the limits prescribed for each supplier and item by the department. Any breach of such limits shall be alerted to the concerned tender evaluation authority.		
12.	System should provide for comparative statements item wise as well as supplier wise or as desired by the department. For this the system should provide the flexibility to the department user to define the comparative statement format for each tender at the time of tender preparation itself. System should maintain a library of comparative statement formats from which the user can choose or define a new format. The comparative statement so generated should be portable to		

	Specific Requirements dealing in Goods tenders	Fully Available (FA)=3, Partially Available (PA) =2, Minor Available (MA)=1, Not Available (NA) =0	Remarks
	excel.		
13.	Should allow issue of purchase orders for all/ few selected items from the tender for a particular supplier.		
14.	Should be able to issue purchase orders to multiple selected bidders for a particular item/items along with quantities for each bidder.		
15.	At the time of issue of purchase orders, the system should check for any blacklisting of the particular bidder in any other procurements done through the system and should not allow for issue of purchase order. It should also display a list of black listed suppliers from all departments of the state for easy verification by the departmental users.		

Annexure XVI - Software Manufacturer Authorization & Support Form

(To be provided in original as part of **Pre-qualification Proposal (Envelope – A)**on letter head signed by the authorized representative of OEM in favour of 'bidder' for the tender)

To,
The CEO CHiPS
Government of Chhattisgarh
Raipur, CG.

Subject: Tender for the Integrated e-Procurement project in State of Chhattisgarh

Dear Sir,

This is with reference to the above Tender & requirements therein, we authorize _____ to offer their prices for our products as listed below -

1. Product / Component
   a)
   b)
   c)
2. Product / Component
   a)
   b)
   c)

We _____ would be responsible for support of providing ATS support, updates, patches, security updates, and bug fixes for the entire period of contract for all the locations for the above products as required in the Tender. Confirm that the products meet the technical & functional requirements & Products quoted are latest version / specification and not the end of life.

Proposed The e-Procurement product is commercially available Off-The-Shelf (COTS) is software application listed in reputed analyst reports by Gartner or Forrester or IDC for the previous year in the leaders quadrant of Gartner Magic Quadrant / leaders or strong wave or among top five global strategic sourcing / procurement / Supplier Relationship Management (SRM) solution, which is readily deployable with or without configuration to suit the customer's specific process requirements and does not involve developing the application from scratch. Proposed COTS e-Procurement software solution shall also be available with complete transparency including operation manuals, help documents and online community.

We _____ also assure that CHiPS shall have a non-exclusive, non-replicable and non-transferable right (license) to use the source code of the proposed e procurement software in the event of OEM being bankrupt or ceases its business or stop supporting offered software product / programs to run this project during and beyond the project on a perpetual basis. We permit SI for the latest version of the Source Code for the entire solution be kept in a repository (a 3rd party escrow account), after the initial certification by a 3rd Party and before the 'Go Live'.

We also assure you that we _____ indemnifies Information Technology Department, Government of Chhattisgarh against all third party claims of infringement of patents, trademarks arising from the use of the above software for the entire period of contract.

Date: SIGNATURE OF AUTHORISED PERSON

Place: FULL NAME OF SIGNATORY

DESIGNATION AND SEAL OF SIGNATORY

Date: COUNTERSIGNATURE OF BIDDER

Place: NAME

DESIGNATION AND SEAL

Annexure XVII – Equipments Manufacturer Authorization & Support Form

(To be provided in original as part of **Pre-qualification Proposal (Envelope – A)** on letter head signed by the authorized representative of OEM in favour of 'bidder' for the tender)

To,

THE CEO CHIPS

GOVERNMENT OF CHHATTISGARH

RAIPUR, CG.

According to the data of the International Data Corporation as per the latest available quarterly report published on__/__/____ M/s. _____, (write in upper case letters) is one of the five largest firms by global / Asia Pacific Region / Indian Subcontinent market-share of gross financial volume of sales in _____ (computing servers / networking device/ Scanner / Printer/ other IT equipment as the case may be) for the financial quarter immediately preceding the issue of the Notice Inviting Tenders (NIT) No. _____/ an empanelled make in either DGS&D / CSIDC, We _____ (write name of firm in upper case letters) with registered office at _____ are an Indian subsidiary of the said firm.

We have gone through the tender document for the said NIT and we authorise M/s. - _____ (name of the bidder to said NIT) with office at _____to submit tender in response to the said NIT with equipment _____ produced by us on the understanding and with the undertaking from our side that the product offered in not at the end of its life cycle and we shall provide expeditiously all spares and full maintenance support to the equipments supplied by the bidder for this tender throughout a period of five year of warranty as required by the tender document. Confirm that the products meet the technical & functional requirements & Products quoted are latest version / specification and not the end of life

This is also to certify that all products are ISO 9001, FCC Class B, MIC, Restriction of hazardous substances (RoHS) compliant.

Date: SIGNATURE OF AUTHORISED PERSON

Place: FULL NAME OF SIGNATORY

DESIGNATION AND SEAL OF SIGNATORY

Date: COUNTERSIGNATURE OF BIDDER

Place: NAME

DESIGNATION AND SEAL

X----------X----------X----------X----------X----------X

CHHATTISGARH INFOTECH AND BIOTECH PROMOTION SOCIETY (CHiPS)

Selection of System Integrator for Supply, Implementation and Support of e-Procurement System

Request For Proposal

Volume II: Legal Specifications

Date: November, 2014

NIT No. 03 /CEO/CHiPS/e-Procurement/2014

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1 SERVICE LEVEL REQUIREMENTS

1.1 Timelines and deployment SLA criteria

The following timelines and deployment SLA terms will apply (as per Annexure XIV of this RFP) to the milestones which are to be achieved during the implementation of the Project, The deliverables for each milestone is discussed in detail in Annexure XIV of this RFP.

Table 1: Timelines and Deployment SLA Criteria

Sl. No.	Milestone	Timelines	Penalty
1.	Submission of Project Plan	1 Week	All the timelines start from the date of signing of the contract with SI For each week (5 working days) of delay in achieving any of the milestones, CEO CHiPS for e Procurement project shall levy a penalty of Rs. 50,000 from the SI. If the overall delay in any milestone is beyond two months, then CEO CHiPS for e Procurement project may at his/her discretion, invoke the entire Performance Bank Guarantee amount and terminate the contract.
2.	Gap Analysis for e-Tendering with 5 department and sign-off from CHiPS	5 Weeks	
3.	Gap Analysis for e-Tendering with the remaining 35 departments and sign-off	9 Weeks	
4.	Deployment of Hardware and System Software required supplied by the Service Provider at SDC	10 Weeks	
5.	User Acceptance Test for e-Tendering Module for first 5 department as per Final GAP report	16 Weeks	
6.	Completion of user Training to 5 department users	17 Weeks	
7.	Completion of STQC Security Testing	18 Weeks	
8.	Go-Live of application for e-Tendering module in selected 5 Departments	18 Weeks	

Sl. No.	Milestone	Timelines	Penalty
9.	User Acceptance Test for e-Tendering Module for remaining 35 department as per Final GAP report	18 Weeks	
10.	Completion of User Training to 35 department users	22 Weeks	
11.	Go-Live of application for e-Tendering module in remaining 35 Departments	22 Weeks	
12.	Submission of updated FRS for all modules and functionalities planned for integrated eProcurement solution	26 Weeks	
13.	Sign-off from respective Department on final FRS document	29 Weeks	
14.	Submission of System Design Documents & Testing Approach & Plan documents for Integrated eProcurement solution	30 Weeks	
15.	Sign-off from respective Department on system design documents	32 Weeks	
16.	Customization of application software and submission of solution for Third Party Acceptance Testing & UAT*	34 Weeks	
17.	Completion of End– user training for all modules	40 Weeks	
18.	Go-live of e Procurement software for the selected Pilot department	42 Weeks	

Sl. No.	Milestone	Timelines	Penalty
19.	Submission of Report during O & M Quarterly Operations & Maintenance Support	42 weeks	For Each week (5 working days) of delay in submission of required quarterly reports after the completion of corresponding quarter, Project Director, Chhattisgarh eProcurement Project shall levy a penalty of Rs. 50,000 from the SI.

1.2 Technology and Performance SLA Criteria:

The SI shall exhibit the capability to handle the three criteria as per the stated metrics below, apart from fulfilling the requirements specified in this RFP. Only after the listed Technology and Performance criteria are met, the SI will be allowed to roll-out the application across the State.

The SI is expected to keep the Technology and Performance levels above the specified level, so as to meet the operations SLA, as defined in the Section 1.3.

Table 2: Technology and Performance SLAs

Sl No.	Service Level Parameter	Metric	Basis of Measurement	Remarks
1	Capacity of the Application and Database Server	Ability to handle 25,000 transactions per hour	Simulating the stated load and testing the system performance using load testing tools	For the purpose of this SLA, one transaction is defined by the following activities: 1. Bid submission 2. Placement of Purchase Order 3. Workflow transaction
2	Concurrent connects to Web and Application Server	5000		
3	Concurrent number of users connected to the system	5000		

1.3 Operations SLA Criteria:

Operations SLA are designed to monitor the performance of the SI in delivering the service sought by the Government. If the SI performs as per the baseline metrics, then 100% of the Monthly Transaction Charges (MTC) is paid to the SI as per Terms of payment indicated in the RFP.

However, if the SI falters in one or more of the SLA resulting in lower performance or breach, then deduction in the MTC pay-out to the SI is calculated as follows:

- For baseline performance by SI no deduction is made from the MTC.
- For Lower performance and Breach, deductions in percentages to be made from the MTC are shown in the Table. For example, during a month, if the application was available for 98% of the time and critical faults were resolved in 6 hours' time, then a deduction of 8% (5+3) of the MTC is made, and the SI will be paid 92%, assuming all other SLA terms are met.

Table 3: Operations SLA Criteria during O & M

Sl No.	Service Level Parameter	Baseline		Lower Performance		Breach		Basis of measurement / Remarks
		Metric	Deduction (%)	Metric	Deduction (%)	Metric	Deduction(%)	
1	Availability of e Procurement Services over the Internet	99%	0	99-97%	-5	<97%	-15	Measured using the EMS tool. Non-availability of any of the services would amount to deviation
2	Average e Procurement Portal page loading	<7 sec	0	8-15 sec	-3	>15 sec	-8	Speed measured over a leased circuit or equivalent at 128 kbps

Sl No.	Service Level Parameter	Baseline		Lower Performance		Breach		Basis of measurement / Remarks
		Metric	Deduction (%)	Metric	Deduction (%)	Metric	Deduction(%)	
								bandwidth
3	Resolution of Critical* faults in the e Procurement system	<5 working hours	0	5-7 working hours	-3	>7 working hours	-9	The faults will be logged by the helpdesk on the EMS, as and when alerted by users by e-mail/fax. SLA is applied if SI is found to have failed once in case of critical fault and thrice in case of non-critical fault
4	Resolution of Non-Critical** faults in the e Procurement system	<48 hours	0	48-72 hours	-3	>72 hours	-6	
5	Growth rate*** in registered suppliers	>10% over last year	0	5-10% growth rate	-1	<5% growth	-2	Increase in total number of suppliers during the month measured in YoY*** basis
6	Adequacy of Training	>70% satisfaction index	0	60-70% satisfaction index	-4	<60% satisfaction	-8	Satisfaction levels measured through feedback questionnaires

Sl No.	Service Level Parameter	Baseline		Lower Performance		Breach		Basis of measurement / Remarks
		Metric	Deduction (%)	Metric	Deduction (%)	Metric	Deduction(%)	
						index		circulated to Trainees (To be finalised by SI and CEO CHiPS for e Procurement project)

*Critical faults are those which result in: i) unavailability of service resulting in a direct business impact (excluding planned outages), due to which business critical activities fail ii) unavailability of an important application or network functions, which directly or indirectly affect multiple users.

** Non-critical faults are those which result in limited business impact. The fault prevents Government employees and end-users from effectively performing business activities, although important key business will not be adversely affected. By the end of the phase I, the SI and CEO CHiPS for e Procurement project shall finalise the list of critical and non-critical faults.

*** SLA 5 is applied from the date of Final Go Live. The growth rate is calculated by comparing the number of registered suppliers in a month during a year with the same month in the previous year. For example, number of suppliers in Sep. 2014 will be compared with the number of suppliers in Sep. 2013.

1.4 Deployment SLA Criteria:

The Indent Management, e-Tendering and Contract Management modules will need some customization for each department for which it is rolled out. As per the phasing in the roll-out plan, Project CEO CHiPS shall notify departments to adopt e Procurement modules for their procurement subject to thresholds. The SI shall roll-out the e Procurement modules for that particular department, within the SLA timelines stated below. These SLAs are applied exclusive of the operational SLA criteria. Within the timelines mentioned, the SI will have to undertake

the required complete customization, testing and deployment. The handling of 2 live transactions in the module for the department will be considered as completion of deployment.

Table 4: SLA for deployment of modules

Sl No.	Service Level Parameter	Baseline		Lower Performance		Breach		Basis of measurement / Remarks
		Metric	Deductions	Metric	Deductions	Metric	Deductions	
1	Deployment of e tendering, vendor management, indent management* and MIS modules in the Six existing user departments	16 weeks	None	16-18 weeks	Rs. 50,000 each week	> 18 weeks	Rs. 100,000 each week till the date of termination of contract	Time is measured from the date of signing this Agreement. For the purpose of this SLA, deployment is considered completed when UAT is done and one live transaction takes place.
2	Deployment of e tendering, e procurement portal, vendor management, indent management* and MIS modules in the	24 weeks	None	24-26 weeks	Rs. 50,000 each week	> 26 weeks	Rs. 100,000 each week till the date of termination of contract	Time is measured from the date of signing this Agreement. For the purpose of this SLA, deployment is considered completed when UAT is done and one live transaction takes

Sl No.	Service Level Parameter	Baseline		Lower Performance		Breach		Basis of measurement / Remarks
		Metric	Deductions	Metric	Deductions	Metric	Deductions	
	remaining existing user departments							place.
3	Deployment of Contract Management*, e Payments, e Auctions* and Accounting in three major existing user departments	28 weeks	None	28-30 weeks	Rs. 50,000 each week	> 30 weeks	Rs. 100,000 each week till the date of termination of contract	Time is measured from the date of signing this Agreement. For the purpose of this SLA, deployment is considered completed when UAT is done and one live transaction takes place.
4	Deployment of Contract Management*, e Payments, e Auctions* and Accounting in remaining existing user departments	36 weeks	None	36-38 weeks	Rs. 50,000 each week	> 38 weeks	Rs. 100,000 each week till the date of termination of contract	Time is measured from the date of signing this Agreement. For the purpose of this SLA, deployment is considered completed when UAT is done and one live transaction takes place.

Sl No.	Service Level Parameter	Baseline		Lower Performance		Breach		Basis of measurement / Remarks
		Metric	Deductions	Metric	Deductions	Metric	Deductions	
5	Deployment of Indent Management* module in a new department	8 weeks	None	8-10 weeks	Rs. 10,000 each week	> 10 weeks	Rs. 15,000 each week till the date of termination of contract	Time is measured from the date on which notification is issued to the department. For the purpose of this SLA, deployment is considered completed when UAT is done and one live transaction takes place.
6	Deployment of e-Tendering module in a new department	8 weeks	None	8-10 weeks	Rs. 30,000 each week	> 10 weeks	Rs. 50,000 each week till the date of termination of contract	
7	Deployment of Contract Management* module in a new department	10 weeks	None	10-12 weeks	Rs. 15,000 each week	> 12 weeks	Rs. 30,000 each week till the date of termination of contract	
8	Deployment of Vendor Management Module in a new department	8 weeks	None	8-10 weeks	Rs. 20,000 each week till the date of termination of contract	>10 weeks	Rs. 40,000 each week till the date of termination of contract	
9	Deployment of e-Auctions* Module in a new department	10 weeks	None	10-12 weeks	Rs. 30,000 each week till the date	>12 weeks	Rs. 60,000 each week till the date of termination of contract	

Sl No.	Service Level Parameter	Baseline		Lower Performance		Breach		Basis of measurement / Remarks
		Metric	Deductions	Metric	Deductions	Metric	Deductions	
					of termination of contract			

Points to note:

a. For parameter 1 to 4 in the above table, the timeline shall be measured from the date of signing the contract agreement and shall be measured for the existing user departments for the mandatory modules and optional modules at the existing user departments that have opted for implementation. Any delay in deployment of any of the modules or deployment in any of the existing user departments shall attract penalty deductions as defined in the table above.

b. For Parameters 5 to 9 in the above table, the SLA shall be applicable after the Go Live date as defined in this RFP. The timeline shall be measured based on the date on which notification is issued to the department. SI is required to deploy the modules as sought by the Project CE, CHiPS. The roll-out plan will be finalized in consultation with the SI

c. The baseline metrics provided for the deployment SLAs are exclusive of the time taken by the Government to approve the System Design Documents. However if the System Design document is rejected as insufficient then the time taken in rejection of the SRS would be to the account of the SI. A three- member committee as approved by the Empowered Committee – with a Government representative, an SI representative and a neutral party – will be formed to evaluate the cause for delay in deploying the sought modules. If the committee attributes the delay to the poor performance of the SI, then the deployment SLAs will be applied as it is appropriate.

d. * For parameters that include the Optional modules, the same shall be measured at those departments that have opted for implementation of the optional modules.

Sample SLA calculations:

The deployment SLA deductions shall be made from the Monthly Transaction Charges (MTC) payable to the SI. The deductions will be applied to the

Sl No.	Service Level Parameter	Baseline		Lower Performance		Breach		Basis of measurement / Remarks
		Metric	Deductions	Metric	Deductions	Metric	Deductions	
MTC for delays during that month. For e.g. if the SI implements e-Tendering module in a new department in 10 weeks (lower performance) and Indent management module in 12 weeks (breach), then a sum of 60,000 (30,000 x 2 for the weeks 9 & 10) for e tendering module and Rs. 50,000 (10,000 x 2 for the weeks 9 & 10 + 15,000 x 2 for the weeks 11 & 12) for indent management module will be deducted. Thus a sum of Rs. 110,000 will be deducted from the Monthly Transactions Charges (MTC) due to the SI.								

2 Agreement:

This Section provides a Draft Agreement (AGREEMENT) for the Chhattisgarh e Procurement Project. The AGREEMENT will be revised in consultation with the selected System Integrator during the time of Contract award.

Agreement No Dated <<date>>

This Agreement along with all its Schedules/Annexures (hereinafter referred to as the "**Agreement**", as defined hereinafter) is made at Raipur, Chhattisgarh on this <<day>> day of <<month>>, 2014, by and between:

i) Government of Chhattisgarh, represented by the Chief Executive Officer, Chhattisgarh Information Technology and Biotechnology Promotion Society, herein after referred as CHiPS, which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in office and assigns of the FIRST PART;

AND

ii) <<Company name with address>>, a company registered under Indian Companies Act, 1956 and having its registered office at [●] and having place of business at [●] represented by Shri<<name with designation>>, who is authorized to sign, execute vide a board resolution dated [●please insert] passed by its board of directors (hereinafter called as "**System Integrator**", "**SI",**) being the PARTY of the SECOND PART.

(The CHiPS and the SI are collectively referred to as the "**Parties**" and individually as a "**Party**")

RECITALS

WHEREAS

A. The CEO CHiPS on behalf of Government of Chhattisgarh, intends to implement and Operate the Government of Chhattisgarh e-Procurement project (herein after called "GoC project" or "e-Procurement" - or "the Project") for the State of Chhattisgarh, involving the supply, design, development, implementation, operation & maintenance of e-Procurement solution for the State of Chhattisgarh, Supply and Installation of System Software and Deployment Computer Infrastructure, to provide convenient and speedy services in handling Public Procurement.
B. In furtherance of the same, CHiPS undertook the selection of a suitable System Integrator through a competitive bidding process for implementing the Project and in this behalf issued Request for Proposal (RFP) dated <***>.
C. The SI having represented to the CHiPS that it possesses and has the required arrangement to provide licenses for the e-Procurement solution, professional skills, personnel and technical resources to deliver the Services and have offered to provide the e-Procurement solution, the associated IT infrastructure and the Services, on the terms and conditions set forth in this Agreement.

D. The System Integrator has been selected as the successful bidder to undertake and implement the Project involving transitioning, upgrading/replacing the e-procurement solution, providing operations and maintenance support of e-Procurement System with enhancement of the services/functionality as mentioned in the RFP and desired service levels, on the basis of the proposal dated XXXX submitted by SI ("Proposal").
E. The CHiPS intends to accord to the SI the right to undertake and implement the e-Procurement Project on the terms and conditions set forth in the agreement for a period indicated in RFP as Phases I and thereafter for sixty months or any extended period thereafter ("term") for (a) supply, design, develop, implement, migrate information in the current system, operate & maintain the e-Procurement solution for the State of Chhattisgarh, Supply and Install System Software and Deployment Computer Infrastructure, and provide the professional services as mentioned in this RFP (b) transfer all the assets required for ensuring the continuity of services rendered to the stake holders as per the agreement and facilitate the transition of the operations/services to CHiPS or its designated representative at the end of the contract period or at termination of contract.
F. That CHiPS has agreed to accord the SI, the mandate to undertake and implement the Project in order to achieve the defined objectives and scope of work mentioned in RFP.
G. SI in pursuance of its Proposal undertakes to implement the Project on the terms and conditions set forth below.

NOW THEREFORE, IN THE TERMS AND CONDITIONS OF THIS INDENTURE AS SET OUT HEREIN UNDER, the Parties have agreed to enter into this Agreement to govern the manner in which the SI shall implement the Project and deliver the services specified under this Agreement

ARTICLE 1: DEFINITIONS AND INTERPRETATIONS

1.1. Definitions : In this Agreement, unless the context otherwise requires

(i) **"Account Manager"** or **"CEO CHiPS"** of CHiPS or the System Integrator means the representatives of SI and CHiPS with specific responsibilities and authority regarding the operations of the e-Procurement project as per Schedule VII of the agreement.

(ii) **"Annual Maintenance Contract" (AMC)** shall mean and include without limitation the following services to be provided by SI.

i. Warranty Services
ii. Annual Technical Support (ATS)

The above services include routine, periodic and milestone based maintenance and servicing to ensure to the CHiPS of continuous and efficient operation of the hardware, software and related services required for the Project.

(iii) **"Applicable Laws"** includes all applicable statutes, enactments, acts of legislature or parliament laws, ordinances, rules, by-laws, regulations, notifications, policies, directions, directives and orders of any Governmental authority, tribunal, board, court or other quasi-judicial authority 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 execution of this Agreement and during the subsistence thereof, applicable to the Project.

(iv) **"Assets"** means all resources as defined in the ARTICLE 12.

(v) **"COTS Software"** means the software designed, developed, tested and deployed by the SI for the purposes of rendering the Services to the Stakeholders of the e-procurement Project and includes the source code along with associated documentation, which is the work product of the development efforts involved in the e-procurement Project and the improvements and enhancements effected during the term of the e-Procurement Project, but does also include the third party software products and the customization components on such products, proprietary software components and tools deployed by the SI and which has been licensed for use by the CHiPS and other departments and organisation of Government of Chhattisgarh.

(vi) **"Capital Cost"** means the cost incurred by the SI in definition, design, development and implementation of e-Procurement solution for GoC.

(vii) **"Confidential Information"** means all information including e-Procurement Project Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, customers, suppliers, products,

developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party (a Party to this Agreement) in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement) including all information as defined in the ARTICLE 16;

(viii) **"SLA Report"** or **"service level report**" means the report on the Service Levels measured for the defined period.

(ix) **"Bill of Material"** or **"BoM"** means the bill of material required for delivering the services under the e-Procurement Project also means the "asset register"

(x) **"Agreement"** means this agreement together with contents and specifications set out in the RFP and in all the attached schedules, any pre bid clarifications issued and any addendums, corrigendum issued. In the event of a conflict between this Agreement and the Schedules, the terms of the Agreement shall prevail.

(xi) **"Data"** shall mean any record, transaction, document and information related to the Project which includes, but not limited to, any matter or thing tangible or intangible, factual, fictitious or imaginary, hypothetical or abstract, known or unknown, accurate or inaccurate provided by Stakeholders to SI and includes any thought, form or substance, or knowledge proposition or opinion supplied or recorded by man or machine and prepared, stored or transmitted in computer readable form and shall include information. However, the ownership of all the Data belongs to the CHiPS/GoC and SI would merely handle the data on behalf of CHiPS/GoC.

(xii) **"Data Centre" or DC"** means the primary centre where Data, software, computer systems and associated components, such as telecommunication and storage systems, redundant or backup power supplies, redundant data communications, environment controls and security devices and other services.

(xiii) **"Disaster Recovery Centre" or DRC"** means the centre that is designed to act as the Data Center on occurrence of a disaster / non-functioning of the DC. Even during normal operations, the services are switched from DC to DRC and back as agreed with CHiPS.

(xiv) **"Deliverables"** means the products, infrastructure and services agreed to be delivered by the SI in pursuance to the Agreement and defined more elaborately in the RFP and includes all documents related to the e-procurement Solution, user manual, business designs, the process documentations, the artifacts, the training materials, technical manual, process and operating manuals, service mechanisms, policies, guidelines, Source Code etc and all their respective modifications.

(xv) **"Effective Date"** means the date on which this Agreement is executed by both the Parties.

(xvi) **"e-Procurement" or "e-Procurement Solution"** means the complete set of software either developed or licensed, and configured, , tested and deployed by the System Integrator (current and previous) for the purposes of providing the Services to the Stakeholders of the Project and includes the source code along with associated documentation.

(xvii) **"Equipment"** means the computer hardware, machinery and other tangible equipments used for the Project, pursuant to the Agreement.

(xviii) **"Empowered Committee"** shall be the committee as per Schedule VII of the Agreement.

(xix) **"Escrow"** or **"Escrow agreement"** will be the agreement as per Schedule XIII

(xx) **"Escrow Account"** will be the bank account established as per Schedule XIII

(xxi) **"Intellectual Property Rights"** means and includes all rights in the Cots Software, its improvements, upgradations enhancements, modified versions that may be made from time to time, database generated, compilations made, source code and object code of the software, the said rights including designs, copyrights, trademarks, patents, trade secrets, moral and other rights therein and as detailed in the Article 13.

(xxii) **"Material Breach"** means breach that has an effect on (a) the ability of SI to perform/discharge any of its duties/obligations under and in accordance with the provisions of the Agreement; and/or (b) the legal validity, binding nature or enforceability of the Agreement;

(xxiii) **"OEM"** or **"Original Equipment Manufacturer"** means the original manufacturer and owner of the Intellectual Property Rights of any Third Party Software or Equipment to be used in the Project.

(xxiv) **"Operative Period of Agreement"** or **"Term"** means the period of the Agreement commencing from the Effective Date and continuing till the last day of Operations and Maintenance Service, or the date of termination, in case of termination of the Agreement.

(xxv) **"Project Management Committee"** shall be the committee as per Schedule VII of the Agreement

(xxvi) **"Performance Guarantee"** shall mean the guarantee provided by a Nationalized Bank in favour of CEO, CHiPS for an amount specified in Vol. II of the RFP;

(xxvii) **"Project, e-procurement project"** means System, Services, and its solution, design, development, implementation, operations and maintenance etc. as per the agreed terms and conditions laid down in the RFP for deployment or enhancement of the services/functionality of the System for e-procurement, across all Government agencies within the Geographical boundaries in the State of Chhattisgarh.;

(xxviii) **"Proprietary Information"** means processes, methodologies and technical and business information, including designs, flow charts, application software already owned by, or granted by third Parties to a Party hereto prior to its being made available under this agreement;

(xxix) **"RFP"** or **"Request for Proposal"** means the documents containing the Technical, Functional, Commercial and Legal Specifications for the implementation of the e procurement Project, issued in 3 volumes (referred to as Volume I, Volume II and Volume III including Annexures, Sub-Annexures and Schedules) and includes the clarifications, corrigendum, addendums and amendments issued from time to time during the bidding process and on the basis of which the SI has submitted its Proposal.

(xxx) **"SI's Project Assets"** means the assets, other than CHiPS/GoC Supplied Equipment, acquired or procured and/or developed and supplied by the SI to the CHiPS/GoC for the purpose of the Project, pursuant to this Agreement.

(xxxi) **"Replacement SI"** means the meaning attributed to it under Schedule VIII of this Agreement.

(xxxii) **"Services"** means the services to be performed or delivered by the SI in pursuant to the Agreement more elaborately provided in the RFP and mentioned in Article 3 of the Agreement.

(xxxiii) **"Services Commencement Date"** or **"Go Live Declaration date"** will be the date on which one complete cycle of services for indenting, e tendering and vendor management is completed in at least 6 existing user departments as identified by CHiPS.

(xxxiv) **"Service Level"** means the level of service and other performance criteria which will apply to the services by the SI as set out in the schedule for Service Levels

(xxxv) **"Solution"** means all the hardware, equipment, servers, third party tools, databases, and middleware software and the application software, provided to and enhanced by

SI to meet the functional and technical requirements of the Project and required to make it work as a complete Solution for e-Procurement at GoC.

(xxxvi)**"Stakeholder"** means the citizen, business/s, banks, professionals, CHiPS employees and the employees of Government of Chhattisgarh;

(xxxvii) **"Third Party Software"** means systems or any part thereof for which the Intellectual Property Rights are owned by a third party and the SI or CHiPS has been granted a license to use.

(xxxviii) **"TPO" or "Total Pay Out**" shall mean the total projected estimate of payment to the System Integrator for the duration of this project for providing the services as specified in this RFP.

(xxxix)**"Transition from the current operator or incumbent"** means the transition of the applications, data, and transactions etc. of the current e-procurement system of GoC to the new e-procurement system by the SI, without any loss of data or impact on the services to the stake holders.

(xl) **"Transition Phase and/or Transition Period"** Transition Phase shall mean the transitioning of the Project services to the Replacement SI to the satisfaction of the CHiPS in order to provide continued maintenance & operations Services. Transition Period shall mean the following

i. In case of the expiry of the Agreement, Transition Period shall mean the period which shall begin six months prior to the expiry of this Agreement; and

ii. In case of termination of Agreement, Transition Period shall mean the post termination period till the time exit management services are executed to the satisfaction of the CHiPS.

1.2. Interpretations. In this Agreement unless the context otherwise requires

a) References to Clauses, Sub-Clauses, Paragraphs, Articles, Schedules and Annexures are to clauses, sub-clauses, paragraphs, articles, 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 to include any individual, partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations, executors, administrators, successors, agents, substitutes and any permitted assignees or other entities (whether or not having a separate legal entity). A reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually.

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

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 Chhattisgarh 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;

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

k) The words "day" and "month" mean "calendar day" and "calendar month" unless otherwise stated. Where, because of a difference in time zone, the calendar day or calendar month in one Country differs from another Country, then the calendar day or calendar month shall be deemed to be the calendar day or calendar month applicable to India.

l) The headings and use of bold type in this Agreement are for convenience only and shall not affect the interpretation of any provision of this Agreement.

m) Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and similar words refer to this Agreement as a whole and not to any particular Article or Schedule. The words "include" and "including" shall not be construed as terms of limitation;

n) The words "in writing" and "written" mean "in documented form", whether electronic or hard copy, unless otherwise stated.

o) References to "installation" include investigation, design, engineering, procurement, delivery, installation, processing, testing, and commissioning;

p) References to "implementation" include investigation, design, engineering, procurement, delivery, installation, processing, testing, commissioning, support in operations & maintenance ;

q) Any reference at any time to any contract, deed, instrument, license or document of any description shall be construed as reference to that contract, deed, instrument, license or other document as amended, varied, supplemented, modified or novated at the time of such reference;

r) Any contract, consent, approval, authorization, notice, communication, Information or report required under or pursuant to this Agreement from or by any Party or the independent engineer and/or a statutory auditor and/or any other authority shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party or the independent engineer and/or statutory auditor or any other authority, as the case may be, in this behalf and not otherwise;

s) Unless otherwise stated, any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include either such days or dates;

t) A reference to knowledge of a person includes Information that a reasonable person in the circumstances of that person would have known by reasonable inquiry;

u) In interpreting this Agreement no rule of construction applies to the disadvantage of a party because that party or its legal advisor was responsible for the preparation of this Agreement or any part of it;

v) Wherever the rights and obligations of CHiPS are used as the signatory to the agreement, in general terms it would be applicable to GoC, its departments, agencies, employees, commercial organization units, etc. as applicable in the particular context.

1.3. Measurements and Arithmetic Conventions.

All measurements and calculations shall be in metric system and calculations done to 2 decimal places, with the third digit of 5 or above being rounded up and below 5 being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

1.4. Ambiguities and Discrepancies.

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

a) 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) 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) Between any value written in numerals and that in words, the latter shall prevail; and

d) Between the provisions of this Agreement and any other documents forming part of this Agreement, the former shall prevail.

ARTICLE 2: STRUCTURE

2.1. Overview

- This Agreement shall operate as a legally binding Agreement for the Project specifying the terms which apply to the Parties under this Agreement, including but not limited to terms in relation to operate and maintain the System with commitment for delivering the software and services specified under this Agreement in accordance with roles and responsibilities set herein for maximum total consideration of Rs. **<<amount>>** inclusive of all taxes, levies, cess and any other statutory dues.

2.2. Term and Duration of the Agreement

- This Agreement shall come into effect on Effective Date and shall continue for a period of five and half years from the Services Commencement Date (hereinafter referred to as "**Term**"). Time shall be the essence of this Agreement. The CHiPS has the option to extend the Agreement. The decision on the extension will be taken exclusively by CHiPS

2.3. Extension of the Agreement:

a) The CHiPS has the option to extend the Agreement on expiry, to avail the services of SI for specific work or continuation of the work carried out during the Operative Period of Agreement without the need to go for a separate bid process. The decision on the extension will be taken exclusively by CHiPS keeping in consideration a) satisfactory performance of the SI b) time constraints or other serious impediments in selection of Replacement SI c) technological reasons d) Where circumstances inescapably require taking recourse to this option.

b) All the general terms and conditions of this Agreement will be in force during the extended period of the Agreement.

2.4. Agreement Documents:

a) The following documents shall be deemed to form and be read and construed as part of the Agreement,

   i. This Agreement and all the attached Schedules.
   ii. The Request for Proposal Document issued to bidders on XXXX, the addenda and pre-bid clarifications issued subsequent to the release of Request for Proposal Document and attached as Annexure I to this agreement.
   iii. The undertakings submitted by the SI as part of the bid response and attached as Annexure II.
   iv. The Technical Proposal dated XXXX submitted by SI, subsequent clarifications submitted by SI and the technical presentation submitted by the SI in response to the RFP and attached as Annexure III to this agreement.
   v. The Commercial bid proposal submitted by the SI in response to the RFP dated XXXX and attached as Annexure IV to this agreement.
   vi. Letter of Intent to Award of Offer for the SI No: XXXX and dated XXXX and Attached as Annexure V to this agreement.

b) In case of conflict between RFP document, as amended, and proposal of SI, the provisions mentioned in the RFP document, its annexures, addenda and pre-bid clarifications issued for the RFP shall prevail.

2.5. The change control

a) The changes to the agreement, its articles and schedules are governed by the following
   i. The basic conditions, articles are governed by the change control procedure in Schedule XII
   ii. The changes to the services and service levels are Governed by Schedule XII
   iii. The system change control is governed by Schedule XII
   iv. The changes to the asset register are Governed by Schedule XII
   v. The changes to the scope of work are Governed by Schedule XII
b) In the event of discrepancies, Changes under the Schedule XII are overridden by the articles and schedules of the Agreement

ARTICLE 3: SCOPE OF PROJECT

3.1. Scope of Work for the SI

<<The scope of work for the SI will be as per the scope defined in this RFP>>

3.2. The Scope of Work

During the Agreement Term, SI will provide to CHiPS, and CHiPS will obtain from SI the services as defined in this RFP.

3.3. Strategic Control

a) As the services under the e-procurement project are sensitive in nature, SI will institutionalize mechanisms for ensuring strategic control of the e-procurement system and operations, on these operations, while developing/configuring it as well as while operating/maintain it.
b) SI shall maintain processes and procedures relating to the Services under the e-procurement system in accordance with the, generally accepted practices of government procurement in terms of confidentiality, adherence to procedure etc. written requirements delineated in advance by CHiPS to meet the internal control requirements of the government procurement process on an electronic platform..
c) SI will Ensure clear traceable processes for Requirements Analysis, Business Process Monitoring, change Management, Implementation and Upgrade Management, Testing and Quality Management and Documentation Management for the e-procurement software
d) SI will ensure end-to-end Application Lifecycle Management through comprehensive tools and techniques to establish traceability of any system changes as well as to control system changes
e) SI will build mechanisms to ensure Continuity of operations beyond the current contract through disciplined documentation of system configuration, upgrades/modification, history of support activities carried out and formulating mechanisms for smooth transition
f) SI will establish well laid out, auditable Control and security mechanisms on data access, ensuring there are no conflict of roles, and integrity/accuracy/timeliness of transactions, through design, testing and periodical audit.
g) SI will ensure that audit trails and user logs are maintained for all activities to enable assessment, audit and reporting
h) The detailed mechanisms for strategic control for the e-procurement system will be as per Schedule XIV

3.4. Transition and data migration

a) The SI will transition complete data and transaction information of the user departments from the existing e-procurement system to the new e-procurement system
b) The transition will involve migration of user information of the departments or organizations of GoC, vendor data, rules and procedures, transaction history required for any future transactions, or any other data essential for the functioning of the e-procurement system as per the specifications elaborated by CHiPS
c) For all the other modules/functions of the e-procurement system as defined by CHiPS, for which there are no equivalent system in the current e-procurement system, the SI will be required to migrate the data from physical records.
d) The existing e-procurement system shall run in parallel with the new e-procurement system being deployed by the SI, for a brief period of time immediately after Go Live to allow for completion of tendering process of the e tenders already initiated in existing system. The post tendering activities will be on the new system. All the transaction information for managing the post tendering activities, as per the specifications, should be migrated to the new system.
e) For departments and organizations which are not using the current e-procurement system, the SI will be responsible for migration of all the data from the physical forms into the e-procurement system, to enable the department to carry out the all the procurement through new e-procurement system
f) The SI is responsibility to ensure that the quality of the data migrated to the e-procurement system will be in line with the requirements of CHiPS, and to ensure integrity and quality of transactions and services.

3.5. Go live Definition and declaration

3.5.1. Go Live definition

a) <As per the definition given in this RFP>
b) The departments or organizations of GoC targeted for "Go Live" will be decided by the Empowered Committee (EC).
c) The services and transactions for go live would include the full cycle of services of indent management, vendor management and e tendering modules of e-procurement as defined in the Agreement.
d) When departments or organizations targeted for Go Live are under the go live process, CHiPS may decide to bring in other departments also into the e-procurement fold, without formally declaring the "go live"

3.5.2. Declaration of "Go- Live"

a) The CEO CHiPSs from the CHiPS and SI will jointly initiate the notice for declaring "Go Live" after satisfactory completion of all of the following:
    i. All the activities as listed in the agreement for Go Live are completed
    ii. The e-procurement system is carrying out the transactions with the performance targets listed for modules covered under Go Live in the agreement
    iii. The services listed for modules covered under Go Live in the agreement are being delivered at the service levels listed in the agreement

iv. After scrutinizing all the inspection reports, audit findings, Contracts, licensing agreements etc.

b) The "Go Live" notice is submitted to the Empowered Committee of the Project for action.

c) Within fifteen days of receiving the notice the Empowered Committee will decide on the actions to be taken on "Go Live".

d) The Go Live date comes into effect only when the Empowered Committee approves the notice for "Go Live".

e) In the event that empowered Committee does not approve or suggest further action, the notices are reinitiated only after the recommended actions have been satisfactorily completed

3.6. Interpretation of the Scope of Work

a) The CHiPS retains the right of the final say in the interpretation of the scope of the Project. The possible variations to the processes from the way they are specified in the scope of work should not be considered as deviations or extensions to the original process specifications.

b) Sign-off on the deliverables by CHiPS does not necessarily indicate the complete approval of the deliverables. All the responsibilities with respect to supply, configuration, development, testing, deployment, of software solutions and related equipment as well as transition of data and applications from the current system, or capturing the details and deploying the e-procurement solution to meet the processes and requirements of different departments, agencies, units of GoC, will be the responsibility of the System Integrator. Any gap that is found in a deliverable with respect to the above, even after the sign-off, will have to be addressed by the System Integrator without any additional cost to CHiPS.

3.7. The service locations

SI will provide the different services to the stake holders of the e-Procurement system, at different locations of CHiPS/GoC as per Schedule XI

3.8. Changing Nature of Services.

Over the term of the Agreement, the Parties will evaluate new business processes, technology and improvements for application to the Services. SI may implement such improvements within the framework of the existing Services description and Charges. All Changes to the Services will be performed in accordance with the Change Control procedures set out in Schedule XII

3.9. New Services

a. CHiPS may request SI to provide services [that are outside the scope of the then-current Services] [that are materially different from and in addition to the then-current Services] that require resources for which there is no current resource baseline or charging methodology ("New Services"). Any agreement of the Parties with respect to such New Services will be separately specified in an the amendment in accordance with Schedule XII which will include such matters as project scope, staffing, schedule, deliverables, acceptance, CHiPS responsibilities and price.

b. To request a New Service, SI or CHiPS, as applicable, will deliver a written request

(the "New Service Request") to the SI Account Representative (to be consistent with Governance structure) or the CHiPS Account Representative, as the case may be, specifying in reasonable detail to the extent known (i) the proposed New Service; (ii) the objective or purpose of such New Service; (iii) the requirements and specifications of the services and deliverables to be delivered pursuant to such New Service (including an estimation of anticipated additional volumes of services required); and (iv) the requested prioritisation and schedule for such New Service.

c. The Parties will cooperate with each other in good faith in discussing the scope and nature of the New Service Request, the availability of SI personnel, expertise and resources to provide such New Service and the time period in which such New Service will be implemented or delivered. As soon as reasonably practicable thereafter and to the extent applicable, SI will prepare and deliver to the CHiPS CEO CHiPS a written statement (the "New Service Response") describing any changes in products, services, assignment of personnel and other resources that SI believes would be required. In addition, such New Service Response will include, as appropriate or applicable,

    i. an estimation of the net increase or decrease in the pricing that would be required;

    ii. the categories of costs to be avoided as a result of such New Services or the substitution of the New Service for the Service then being provided;

    iii. a description of how the proposed New Service would be implemented;

    iv. a description of the effect, if any, such New Service would have on this Agreement, including, without limitation, on Service Levels;

    v. An estimation of all resources required to implement such New Service, including a description of the delivery risks and associated risk mitigation plans;

    vi. Such other information as may be relevant to the proposed New Service.

d. The SI Account Manager and the CHiPS CEO CHiPS will meet to determine whether they desire for SI to proceed with the implementation of the proposed New Service in accordance with the New Service Response.

e. In the event of any dispute between the Parties (including any dispute as to whether a requested service is a New Service or the pricing at which a New Service will be provided to CHiPS), SI will begin providing the Service if requested by CHiPS. Notwithstanding the foregoing, if a good faith dispute exists between the Parties regarding such New Service, SI will not be required to (i) expend capital to acquire assets or to incur other material costs or (ii) expend any amounts that, in the aggregate, exceed the additional revenue from the new services which would accrue during the remaining period of the contract. In addition, whilst any dispute remains

ongoing, all employee time used to provide such New Service will be charged using SI's standard commercial rates and invoiced in accordance with Articles and Schedules related to payment

3.10. No Exclusivity

CHiPS retains the right in its sole discretion (i) in connection with the procurement of services within the scope of this Agreement, to solicit and use providers other than SI and its Affiliates; (ii) to perform any of the Services itself; or (iii) to resource any of the Services for provision by one or more providers other than SI and its Affiliates

3.11. Third-Party Products.

Established relationships with many major hardware and software technology providers and other vendors enable SI directly or through an Affiliate to resell these providers' products in connection with SI's services. To the extent that SI's pricing is competitive (established through a tender process or in case of urgency - pricing established by an open tender carried out by any Government or its agency after adjustment of the taxes), CHiPS agrees to consider in good faith acquiring such products required for the provision of the Services by utilizing SI's reseller agreements.

3.12. Excused Obligations.

SI's failure to perform its obligations under this Agreement will be excused, and not included in any calculation of Service Level Default or Calculation, to the extent such failure is related to or caused by any of the following:

a. CHiPS not performing its obligations under this agreement

b. Infringements of third party Intellectual Property Rights by CHiPS or CHiPS's employees, agents or other third party service providers;

c. Violations of law by CHiPS or CHiPS's employees, agents or third parties;

d. Service or resource reductions or other special production jobs, testing procedures or other services which are given priority as requested or approved by CHiPS and agreed to by the Parties in accordance with the Change Control procedures set out in the Agreement

e. Implementation of a disaster recovery plan in response to a disaster;

f. The applicability of any other provision of this Agreement that provides for relief from Service Level Credits in accordance with such provision;

g. Any significant change in the manner in which CHiPS conducts its business; or

h. Any matter constituting Force Majeure, as provided in the Agreement

ARTICLE 4: PAYMENT TERMS

4.1. Terms of Payment.

a) In consideration of the Services and subject to the provisions of this Agreement, the CHiPS shall pay the SI for the Services rendered in pursuance of this agreement, in accordance with the Terms of Payment Schedule, as contained in Schedule V.

b) Except as otherwise provided for herein or as agreed between the Parties in writing, the CHiPS shall not be required to make any payments in respect of the services other than those covered by the terms of payment as stated in the Schedule V of the Agreement read along with Service Level 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 in the course of delivery of the Services including consultancy charges, infrastructure costs, project costs, implementation and management charges and all other related costs including taxes which are addressed in this agreement.

c) All payments are subject to the application of service credits and debits as may be provided for in the Agreement. It is clarified here that the CHiPS will pay for the service credits as stated in accordance with the Terms of Payment Schedule and the CHiPS would also calculate a financial sum and debit the same against the terms of payment as defined in the Terms of Payment Schedule as a result of the failure of the SI to meet the Service Levels under the Agreement, such sum being determined in accordance with the terms of the agreement

d) Except as otherwise provided for herein or as agreed between the Parties in writing, the CHiPS shall not be required to make any payments in respect of the Services other than those covered by the terms of payment as stated in the Terms of Payment Schedule.

e) If SI fails to meet minimum Service Levels for a particular Service Level, the CHiPS shall deduct the amount of penalties related to the severity of violation, calculated as per the Agreement.

4.2. The business model and the implications for payment

a) The operating and financing model for the e-procurement project is build Own Operate and Transfer (BOOT) model in the public private partnership (PPP) parlance

b) The SI will install, commission and operate all the hardware and software required for the e-procurement project and gets paid for the services rendered satisfactorily

c) All the assets of the project required to deliver the services to the stake holders, as per this agreement are and which are owned by SI are transferable to CHiPS or its designated agency at zero cost at the end of the normal contract period.

d) The different assets of the projects are fully paid for the capital and operational costs by CHiPS, during the normal period of the contract through the charges for the services rendered by SI

e) The TPO is considered to be the total cost of the project including the capital expenditure and operational expenditure

f) Any penalty paid by the SI during the contract period, or any deduction in payment due to non-conformance to services, or changes in payment due to change in the volume of services are considered as the normal risks of the business and not considered as the part of the normal pay out

g) Any addition or deletion in the assets either as part of the technology refresh to meet the service levels or as part of the mechanism to avoid the technological obsolescence do not affect the pay-out model and are transferable to CHiPS at the residual value of the assets calculated by using the linear method of depreciation as per the industry practice on the paid up value

h) The charges for any new services during the contract period will be considered as payment for the capital and operational expenses incurred for the new services, recoverable during the remaining period of the contract

i) If there is a termination of the contract before the expiry of the contract, the residual value of the assets which CHiPS would take over will be calculated by using the linear method of depreciation as per the industry practice of the paid up value as per estimated volume of transactions as well as the O & M and ATS charges

4.3. Invoicing and Settlement

a) In respect of its remuneration for the Project, the SI shall be eligible to receive payments in accordance with the Schedule V of the Agreement read along with the Service Level Agreement.

b) Unless otherwise agreed in writing between the Parties or expressly set out in the Agreement, the SI shall raise an invoice as per the terms of payment as stated in Schedule V of the Agreement.

c) Any invoice presented in accordance with this Article shall be in a form agreed in advance by the CHiPS.

d) Invoices shall be accurate and all adjustments to or changes in the terms of payment as stated in the Schedule V of the Agreement shall be applied to the next payment invoice.

e) The CHiPS shall be entitled to delay or withhold payment of any invoice or part of it delivered by the SI under Schedule V of this Agreement where the CHiPS disputes/withholds such invoice or part of it. There will not be any limitations on the withheld amount due to dispute.

f) The disputed / withheld amount shall be settled in accordance with the escalation procedure as set out in Schedule VII of this Agreement. Any exercise by the CHiPS under this Article shall not entitle the SI to delay or withhold provision of the Services.

g) The System Integrator shall pay all their vendors/sub-contractors in a timely fashion in accordance with a mechanism which will not prejudice the objective under this Agreement.

4.4. Payment of Tax / Tax Considerations

a) The CHiPS shall be responsible for withholding taxes from the amounts due and payable to the SI wherever applicable. The SI shall pay for all other taxes, duties or levies in connection with this Agreement, and any other clause of this agreement, including, but not limited to, property, sales, use, excise duty, value-added, goods and services, consumption and other applicable taxes, duties or levies.

b) The CHiPS shall provide SI with the original tax receipt of any withholding taxes paid by CHiPS on payments under this Agreement. The SI agrees to reimburse and hold the CHiPS harmless from any deficiency (including penalties and interest) relating to taxes that are its responsibility under this paragraph. For purposes of this Agreement, taxes, duties or levies shall include taxes, duties or levies incurred on transactions between and among the CHiPS, the SI, subcontractors and any other suppliers engaged by the SI.

c) In the event of any increase or decrease of the rate of taxes, duties or levies, changes in currency exchange rates etc due to any statutory notification/s during the Term of the Agreement the consequential effect shall be to the account of the SI.

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

4.5. Retained Expenses.

CHiPS will be responsible for administration and payment of all Retained Expenses relating to the Services that will be retained by it. Furthermore, in addition to any other financial responsibilities of CHiPS contemplated by this Agreement, CHiPS will pay all costs and expenses with respect to which financial responsibility has not been expressly assigned to SI, and which are not reasonably related to SI's express obligations under this Agreement.

4.6. Disputed Charges.

a) CHiPS may withhold payment of particular charges that CHiPS reasonably and in good faith disputes. Any amounts (or portions thereof) not so disputed otherwise will be paid by the applicable payment due date, as determined pursuant to Clause 4.3. CHiPS will notify SI in writing on or before the payment due date of any disputed

charges for which CHiPS is withholding payment and describe, in reasonable detail, the reason for such withholding.

ARTICLE 5: REPRESENTATION AND WARRANTIES

5.1. Representations and Warranties and Covenants of SI

SI represents and warrants and covenants to the CHiPS that:

1. It possesses and has the required professional skills, personnel and technical resources to deliver the Services and have offered to provide the Services, on the terms and conditions set forth in this Agreement.

2. It is duly organized, validly existing and in good standing under the laws of 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.

3. It has full power and authority to execute, deliver and perform its obligations under this Agreement.

4. This Agreement is executed by a duly authorized representative of the SI.

5. It has taken all necessary action to authorize the execution, delivery and performance of this Agreement.

6. This Agreement constitutes the legal, valid and binding obligation of SI, enforceable against it in accordance with the terms hereof.

7. There are no actions, suits or proceedings pending or to its best knowledge threatened against or affecting it, before any court, administrative body or arbitral tribunal which might materially and adversely affect its ability to meet or perform any of its obligations under this Agreement.

8. Service provider warrants that it possesses and will maintain through the end of the term sufficient financial standing and capacity to comply with the Agreement. If the System Integrator encounters adverse changes to its financial condition that affect service delivery, then it needs to notify the CHiPS immediately.

9. It will discharge its obligations under this Agreement with due skill, care and proper diligence.

10. The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, or constitute a default under any of the terms of its memorandum of association and articles of association or any Applicable Laws or any covenant, Contract, agreement, arrangement, understanding, decree or order to which it is a Party or by which it or any of its properties or assets is bound or affected.

11. SI warrants that neither the System Integrator, its affiliates nor its employees have, will have or will acquire any contractual, financial, business or other interest that would conflict with the System Integrator's responsibilities under the Agreement.

12. There is no violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government authority which may result in 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.

13. 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 on its ability to perform its obligations under this Agreement.

14. System Integrator warrants that it will comply, at its cost, with all applicable laws, rules, regulations, ordinances, and codes (including identifying and procuring required permits, certificates, approvals, and inspections).

15. System Integrator warrants that it will comply with all privacy and data protection laws, rules, and regulations that are or that may in the future be applicable to the Services or to information relating to customers and employees of CHiPS/GoC

16. All its rights and interests in the Project/SI's Project Assets that are to be transferred to the CHiPS, pursuant to this Agreement shall pass to and vest in the CHiPS or its nominee on the Transfer Date free and clear of all liens, claims and encumbrances, without any further act or deed on its part or that of the CHiPS, and that none of the SI's Project Assets that are acquired by the CHiPS shall be acquired by it.

17. No representation or warranty by it contained herein or in any other document furnished by it to the CHiPS including the Proposal or to any Government Authority contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading.

18. No sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Agreement or entering into this Agreement or for influencing or attempting to influence any officer or employee of the CHiPS in connection therewith and that no collusion exists.

19. SI warrants that it provide full support in terms of operations and maintenance services during the Transition Period and such support shall continue till the Replacement SI solely come into charge of the Project. SI further warrants and undertakes that it will be responsible for the continuity of the Services to the Stakeholders throughout the Term of this Agreement and during the Transition Period.

20. It shall co-operate and co-ordinate with Replacement SI as per provisions of Schedule VIII of this Agreement.

21. It shall provide a monthly Service Level Report, in the prescribed format to the CHiPS at the end of every month containing the summary of all Incidents reported to it and SI's related performance measurement for that period. The monthly Service Level Report will be deemed to be accepted by the CHiPS upon review and signoff by both SI and CHiPS.

22. It must deploy an enterprise management system and other tools as required and develop additional scripts (if required) for capturing the required data for service level report generation in automated way. These tools shall play a critical role in monitoring the service level compliance and hence will have to be customized accordingly. These tools should generate the Service Level monitoring report at the end of every month which is to be shared with CHiPS on a monthly basis. The tools should also be capable of generating Service Level reports on a monthly/quarterly/half-yearly basis. CHiPS will audit the tools and the scripts on a regular basis.

23. It will achieve all the Service Levels within the time lines defined in Service Level Agreement and in its failure of achieving the same, it shall be liable to pay penalties to the CHiPS.

24. SI shall certify, develop, and test the e procurement solution as per the requirements of RFP.

5.2. SI's Project Assets

1. SI warrants that the SI's Project Assets supplied under this Agreement conform to technical specifications and functional requirement specifications prescribed in RFP and shall perform according to the said technical specifications.

2. SI represents and warrants to the CHiPS to supply to the CHiPS the components that form the Asset Register (Bill of Materials) proposed for the System. The commitment shall cover procurement costs (including multiple units of software licenses and all infrastructure associated with the deployment of the application and its components directly from the main suppliers and not resellers) and the cost of ownership / maintenance.

3. SI warrants that it will procure all the SI's Project Assets and Third Party Software from the vendors of repute, duly approved by the CHiPS. The CHiPS hereby reserves its right to reject the assets and software procured by SI from any other vendor other than the vendors duly approved by the CHiPS.

4. SI warrants that the SI's Project Assets are of the latest version, or will be the new equipment at the time of delivery to the CHiPS. They shall not be nearing end of sale/ end of support; and shall be supported by SI to ensure its efficient and effective operation for the entire Period of Agreement.

5. SI warrants that the SI's Project Assets supplied under this Agreement shall be of the highest grade and quality and consistent with the established and accepted

standards. The SI's Project Assets shall be in full conformity with the specifications and shall operate properly and safely. All recent design improvements in SI's Project Assets, unless provided otherwise in the Agreement shall also be made available.

6. SI warrants that the SI's Project Assets shall be free from all encumbrances and defects / faults arising from design, material, manufacture or workmanship or from any act or omission of SI that may present a snag/fault, under normal use of the same.

7. SI warrants for the Agreement duration period, that the SI's Project Assets and/or services supplied under this Agreement and each component used in the software thereof shall be free from all types of defects / failures.

8. In case complete delivery of the SI's Project Assets are delayed beyond the period stipulated in this Agreement, then SI undertakes that the annual maintenance period for such SI's Project Assets shall be extended to that extent.

9. SI hereby warrants that necessary service back up during the annual maintenance shall be provided and it will ensure that the performance, availability, and other metrics for application is as per Service Levels described in Service Level Agreement.

10. System Integrator warrants that it will maintain Equipment and Software to the extent that the System Integrator has maintenance responsibility for such assets so that they operate in accordance with their specifications, including (i) maintaining Equipment in good operating condition, subject to normal wear and tear; (ii) undertaking repairs and preventive maintenance on Equipment in accordance with the applicable Equipment manufacturer's recommendations; and (iii) performing Software maintenance in accordance with the applicable Software System Integrator's documentation and recommendations.

5.3. SIs Warrants on information, services and people

1. SI hereby warrants that it will collect and maintain all the information collected from various offices of CHiPS/GoC. All such information will be treated as Confidential Information by the SI and will not be disclosed and used by it other than the purposes set out in this Agreement.

2. **Professional Services.** System Integrator warrants that it will provide the Services with promptness, diligence and in a workmanlike and professional manner, in accordance with the terms of the Agreement and with the practices and professional standards used in well-managed operations performing services similar to the Services.

3. **Personnel.** System Integrator warrants that it will use adequate numbers of qualified individuals with suitable training, education, experience, and skill to perform the Services. SI shall be responsible for the acts of its employees, sub-

contractors, or any other persons deployed by it for performing its obligations pursuant to the Project. CHiPS reserve its right to initiate criminal action against the agents/ employees of SI for fraud or misappropriation, besides stringent penalties. The management of SI should also be made liable for action in case of fraud, under the applicable laws.

4. System Integrator acknowledges that it was provided sufficient access to the service recipient facilities, information and personnel and that it had sufficient time to conduct thorough due diligence.

5. Viruses and/or Disabling Devices. SI warrants that it will use industry best practices to identify, screen, prevent and not introduce viruses and/or disabling devices (that is, counter, time lock, worms or Trojan horses) into the environment.

6. **Non-Infringement.** System Integrator warrants that it will perform its responsibilities under the Agreement in a manner that does not infringe any patent, copyright, trademark, trade secret, or other proprietary rights of CHiPS/GoC or any third party.

7. The SI represents and warrants to the CHiPS that the SI shall be bound by the undertakings submitted by the SI to CHiPS as part of the proposal submitted by the SI.

8. SI has and will have all necessary licenses, approvals, consents of third Parties and all necessary technology, hardware and software to enable it to provide the Services;

9. The Services under the project will be supplied in conformance with all applicable laws, enactments, orders and regulations;

10. SI hereby warrants that it will fulfill its entire obligations listed in all the volumes of RFP and the Agreement in pursuant to the Project.

5.4. Compliance and Sizing of Infrastructure

1. SI warrants that it has sized the infrastructure and all software (including all required licenses) based on information provided by CHiPS in its RFP document and in accordance with the Service Level requirements and minimum specifications provided and assure CHiPS that the sizing is for all the functionality envisaged in the RFP document.

2. SI warrants that the proposed storage (primary and backup) at the Data Centre and Disaster Recovery Site as per its sizing will be sufficient to meet the e procurement Project's requirements.

3. SI warrants that it shall monitor, maintain, and comply with the service levels stated in the RFP to provide quality service to CHiPS.

4. SI warrants that any augmentation of the proposed solution or storage or sizing of any of the proposed solutions (software, hardware) or resources in order to meet the

requirements and/or the requisite Service Level requirements given by CHiPS will be carried out at no additional cost to CHiPS.

5.5. Warranty for software and equipment e-Procurement solution

1. SI warrants that the goods supplied under the contract are new, unused, of the most recent version/ models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The SI further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.

2. System Integrator warrants that it will use commercially reasonable efforts to ensure that no forms of harmful surreptitious code or other contaminants, including commands, instructions, devices, techniques, bugs, or web bugs, or other Malware are introduced into any computer system, database, software, equipment, web site, or processes used to provide the Services. If a Malware program is found to have been introduced into any environment/system described above, the System Integrator promptly shall notify CHiPS in writing of the introduction and at no additional charge to CHiPS, assist CHiPS in reducing the effects of the Malware program, and if the Malware program causes an interruption of the Services, a loss of operational efficiency or loss of data, assist CHiPS to the same extent to mitigate and restore such losses.

3. For any Software used in the provision of the Services, the System Integrator warrants that it will not insert into such Software any code that would have the effect of disabling or otherwise shutting down all or any portion of the Services. With respect to any disabling code that may be part of Software, the System Integrator will represent and covenant that it shall not invoke such disabling code at any time without CHiPS's prior written consent.

4. The SI shall provide a warranty for a period of sixty six months from the Effective Date, for all the components, equipments, software and hardware manufactured, developed or supplied by it or any third party for the purpose of providing Services under the e procurement Project as per the Agreement. The SI shall ensure defect free operation of the entire solution and shall replace any such components, equipments, software and hardware which are found defective and during the entire warranty period the SI shall apply all the latest upgrades/patches/releases for the software after appropriate testing. No additional costs shall be paid separately for the warranty other that what are the costs quoted by the SI and as specified in the agreement.

5. If the SI uses in the course of the provision of the Services components, equipment, software and hardware manufactured by any third party which are embedded in the Deliverables or are essential for the successful use of the Deliverables, it will pass through third party manufacturer's warranties relating to those components, equipment, software and hardware to the extent possible. Subject to the fulfilment of the obligations of the SI as provided for in Article 5.8 (1) above, in the event that

such warranties cannot be enforced by the CHiPS, the SI will enforce such warranties on behalf of the CHiPS and pass on to CHiPS, the benefit of any other remedy received in relation to such warranties.

6. The CHiPS shall promptly notify SI in writing of any claims arising under this warranty. Upon receipt of such notice, the SI shall, within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to Project CHiPS and within time specified and acceptable to CHiPS.

7. If the SI, having been notified, fails to remedy the defect(s) within the period specified in the contract, CHiPS may proceed to take such reasonable remedial action as may be necessary, at the SI risk and expense and without prejudice to any other rights, which CHiPS may have against the SI under the contract.

8. During the comprehensive warranty period, the SI will provide all product(s) and documentation updates, patches/ fixes, and version upgrades within 15 days of their availability and should carry out installation and make operational the same at no additional cost to CHiPS.

5.6. Performance Bank Guarantee.

SI warrants providing bank guarantee for the Agreement as a whole, valued at 10% of value of the Agreement valid for the 90 days beyond the Operative Period of Agreement **("Performance Bank Guarantee/PBG").**In case the Agreement is extended, the PBG has to be valid for 90 days beyond the extended period.

5.7. Invoking Performance Guarantee

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

5.8. Insurance

- SI warrants and represents that it shall maintain adequate standard forms of comprehensive insurance including liability insurance and any other insurance for the personnel, assets, Data, Software, etc and further agrees to provide to the CHiPS on request copies of such policy of insurance and evidence that the premiums have been paid. SI also warrants and represents that it shall keep all their respective directors, partners, advisers, agents, representatives and or employees adequately insured in respect of business travel and further agrees to provide to the CHiPS on request copies of such policy of insurance and evidence that the premiums have been paid.

5.9. Representations and Warranties of the CHiPS

The CHiPS represents and warrants to SI that:-

1. 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;

2. 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;

3. Upon the SI 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 SI, in accordance with this Agreement.

5.10. Mutual covenants, representation and warranties of the CHiPS and SI

- The Parties represent and warrants to each other that they will be responsible for fulfilling all their responsibilities as per the Agreement.

5.11. Disclosure.

In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under this Agreement.

ARTICLE 6: OBLIGATIONS AND COMPLIANCES

6.1. Statutory Obligations.

a) The Agreement shall be governed by and construed in accordance with the laws of the Republic of India.

b) SI represents and warrants to the CHiPS that the performance of obligations under this Agreement will not conflict with or result in a breach of any of the terms, conditions or provisions of or constitute a default or require any consent under, any instrument or arrangement to which SI is a party or violate any other Applicable Laws or any writ, order, injunction or judgment by which SI is bound.

6.2. Compliance with Laws

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

b) Compliance with all applicable laws: SI agrees and undertakes to observe, adhere to, abide by, comply with and notify the CHiPS about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them pursuant to the Project and shall indemnify, keep indemnified, hold harmless, defend and protect the CHiPS and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there-from.

c) Compliance in obtaining approvals/permissions/licenses: SI has already obtained all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this Agreement or for the conduct of its own business under any applicable Law, Government regulation/guidelines and shall keep the same valid and in force during the term of this Agreement and shall also promptly obtain all such future approvals and consents from various departments as may be required in future under any amendments in law or notifications issued by the Government, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the CHiPS/GoC and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there-from.

ARTICLE 7: FORCE MAJEURE EVENTS

7.1. Force Majeure

a) Neither Party to this Agreement or to the SLA shall be liable to the other for any loss or damage which may be suffered by the other due (directly) to the extent and for the duration of any cause beyond the reasonable control of the Party unable to perform ("Force Majeure") events such as but not limited to acts of God not confined to the premises of the Party claiming the Force Majeure, flood, drought, lightning or fire, earthquakes, strike and lockouts (but not limited to the establishment of SI), acts of government, war, terrorist activities, military operations, riots, epidemics, civil commotions etc. No failure, delay or other default of any contractor or sub-contractor to either Party shall entitle such Party to claim Force Majeure under this Article.

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

c) In the event the Force Majeure substantially prevents, hinders or delays the SI's performance of Services necessary for the operation of CHiPS's critical business functions for a period in excess of 5 days, CHiPS may declare that an emergency exists. CHiPS will issue a notice to the SI to resume normal services at all affected sites and for all operations within a period of seven days. In the event that the SI is not able to resume services within next 7 days, CHiPS may terminate the Agreement and/or obtain substitute performance from an alternate supplier. However, the event of Force Majeure is to be reviewed under two categories i.e. prior to commencement of operations and post commencement of operations respectively.

d) **Prior to Service commencement date:** If the event of Force Majeure occurs prior to commencement of services and continues for a period in excess of five days, then CHiPS will grant a period of 7 days to the SI to resume normal services under this Agreement. In case the default continues, then CHiPS may discuss the issue with the SI and revise the existing timelines for the Project. If the SI, does not complete the Project Implementation in accordance with the revised timelines, CHiPS will have the option to invoke the Performance Guarantee and/or terminate this Agreement.

e) **Post service commencement date**: If the event of Force Majeure post commencement of services and continues for a period in excess of five days, then CHiPS will grant a period of 7 days to the SI to resume normal services under this Agreement. In case the default continues, CHiPS may grant an extension of time to the SI for rectifying the situation. However, CHiPS will deduct for each day of the

extension period a percentage of the service charges. If the SI, does not resume the normal services in accordance with the extended timelines, CHiPS will have the option to invoke the Performance Guarantee and/or terminate this Agreement

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

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

ARTICLE 8: DISIUTE RESOLUTION

8.1. Dispute resolution

The parties agree to attempt to resolve all disputes arising under the Agreement, equitably and in good faith. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/their representatives or senior officers.

8.2. Informal Dispute Resolution

Any dispute arising out of or in connection with this Agreement shall in the first instance be dealt with in accordance with the informal dispute resolution procedure as set out in the Governance Schedule.

8.3. Alternative dispute resolution

If a Dispute cannot be resolved as provided in Clause 8.2, the Parties will cooperate in good faith to utilize mutually agreed upon alternative dispute resolution mechanisms as set out in the governance schedule, prior to resorting to formal dispute resolution through arbitration.

8.4. Arbitration

a) If either party is dissatisfied with or otherwise wishes to challenge the outcome of the alternative dispute resolution mechanism, made in accordance, then either party may (within [28] days of receipt of the decision, where appropriate), notify the other party of its intention to refer the dispute to arbitration

b) Any unresolved dispute or difference whatsoever arising between the parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by the Chief Secretary, Government of Chhattisgarh, ("Chief Secretary"). 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 Raipur, Chhattisgarh, India.

c) The arbitration shall be conducted in Raipur, Chhattisgarh India. The arbitration shall be conducted in English and all written documents used during the arbitration shall be in English. The Award shall be speaking Award.

d) The parties agree that any decision for Award of any Arbitral Tribunal pursuant to this clause shall be a domestic award and final, conclusive and binding upon the parties and any person affected by it. The parties also agree that any arbitration award rendered pursuant to this clause may be enforced by any court of competent jurisdiction.

e) During any period of arbitration, there shall be no suspension of this Agreement.

f) The parties specifically agree that any arbitration shall be pursuant to clause above.

g) This clause is governed by Indian Law.

9. ARTICLE 9: TERMINATION AND TRANSFER

9.1. Force Majeure Event

On account of force majeure the Agreement shall stand terminated in terms of Article 7 of this Agreement.

9.2. Material Breach.

a) In the event that CHiPS believes that the System Integrator is in Material Breach of its obligations under this Agreement, CHiPS may terminate this Agreement upon giving a one month's prior written notice to the System Integrator. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, which could include without limitation the following events and the termination will become effective:

   i. If the System Integrator is not able to deliver the services as per the Service Levels defined in the Agreement for a continuous period of fourteen (14) days which translates into Material Breach, then the CHiPS will serve a thirty days(30) written notice for curing this Material Breach. In case the Material Breach continues, after the expiry of such notice period, the CHiPS will have the option to terminate this Agreement and forfeit the Bank Guarantee.

b) Where a change of control of the System Integrator has occurred whereby the System Integrator has merged, amalgamated or been taken over, due to which the majority shareholding of the System Integrator has been transferred to another entity, the CHIPS may by a thirty (30) days written notice, terminate this Agreement and such notice shall become effective at the end of the notice period.

c) In the event that System Integrator undergoes such a change of control, CHIPS may, as an alternative to termination, require a full Performance Guarantee for the obligations of System Integrator by a guarantor acceptable to CHIPS or its nominated agencies. If such a guarantee is not furnished within seven (7) days of demand, the CHIPS may exercise its right to terminate this Agreement forthwith.

   i. Because time is the essence of the contract, in case, for reasons prima facie attributable to the Private Implementation Partner, there is a delay of more than four (4) weeks in the Project Implementation Phase by the SI prior to the acceptance testing and certification stage, CHiPS may terminate this Agreement after affording a reasonable opportunity to the SI to explain the circumstances leading to such a delay. Further, CHiPS may also invoke the Performance Guarantee of the SI. However, CHiPS would have the power to condone any reasonable delay but with sufficient reasons.

9.3. TERMINATION for Insolvency

In addition to all other rights or remedies provided for in this Agreement or by law, either Party may terminate this Agreement in whole, but not in part, in the event that:

(a) the other Party makes a composition with or assignment for the benefit of creditors; (b) the other Party becomes or is unable to pay debts as they fall due; (c) a trustee, liquidator, administrator or receiver (including an administrative receiver) or similar official is appointed with respect to the other Party or any substantial part of such Party's assets; (d) any action is taken by or against the other Party under any bankruptcy or insolvency laws or laws relating to the relief of debtors; or (e) the other Party is the subject of a winding-up petition which is not dismissed within five business days, or a resolution is passed for its winding-up.

9.4. Termination for Black listing by GoC;

In addition to all other rights or remedies provided for in this Agreement or by law, CHiPS may terminate this Agreement in whole, but not in part, in the event that: (a) the SI has been black listed by any department or organization of GoC; (b) The SI has been convicted by any court in India for fraud or malpractice or corrupt practices (c) The SI has been convicted in a legal or tax evasion or on account of legal misconduct.

9.5. Obligations during Termination Period.

During Termination Period, System Integrator shall, subject to where applicable to the provisions of this Article, continue to perform its obligations under this Agreement including and not limited to co-operation and co-ordination with Replacement SI pursuant to Schedule VIII of this Agreement, failing which the System Integrator shall compensate the CHIPS for any loss or damage occurred or suffered on account of the underlying failure/breach. Even on termination of this Agreement, System Integrator will be responsible for the continuity of the services during the Transition Period.

9.6. Effects of termination

a) Subject to Article 7, in the event of the termination of this Agreement the CHIPS shall have right to invoke performance bank guarantee. Upon termination of this Agreement, the Parties will comply with the Exit Management Schedule set out as Schedule VIII of this Agreement.

9.7. Exit Management

In the event of the termination of this Agreement, the parties will comply with the Exit Management Schedule set out as Schedule VIII of this Agreement.

ARTICLE 10: USE OF UNDUE INFLUENCE

10.1. Undertaking by SI.

a) SI undertakes that it has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees brokerage or inducement to any person in service of the CHIPS or otherwise in procuring the Agreement or forbearing to do or for having done any act in relation to obtaining or execution of the Agreement or any other agreement with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Agreement or any other agreement with the Government. Any breach of the aforesaid undertaking by SI or any one employed by it or acting on its behalf (whether with or without the knowledge of SI) or the commission of any offence by SI or anyone employed by it or acting on its behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 or any other acts/legislations enacted for the prevention of corruption shall entitle the CHIPS to forthwith terminate the Agreement and all or any other Agreements with SI and recover from SI the amount of any loss arising from such cancellation. The decision of the CHiPS or its nominee to the effect that a breach of the undertaking had been committed shall be final and binding on SI.

b) Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of SI towards any officer/employee of the CHiPS or to any other person in a position to influence any officer/employee of the CHiPS for showing any favour in relation to this or any other Agreement, shall render SI to such liability/ penalty as the CHiPS may deem proper, including but not limited to termination of the Agreement, imposition of penal damages, forfeiture of the bank guarantees (including Performance Bank Guarantee) and seek immediate refund of the amounts paid by the CHiPS.

c) The CHiPS will also have a right to consider cancellation of the Agreement wholly, not in part, without any entitlement or compensation to SI who shall in such event is liable to refund all payments made by the CHiPS in terms of the Agreement along with interest at the rate of 2% per annum above Prime Lending Rate. The CHiPS will also have the right to recover any such amount from any Agreements concluded earlier with the GoC.

ARTICLE 11: NON DISCLOSURE OF DOCUMENTS

11.1. Undertaking by SI.

- Except as provided under the Agreement, SI shall not disclose and cause other parties (connected with the Project, who have been disclosed the Information on Agreement as per the terms of the Agreement) not to disclose the Agreement or any provision, specification, plan, design, pattern, sample or Information thereof to any third party, without prior written consent of the CHiPS.

ARTICLE 12: ASSETS AND THIRD PARTY CONTRACTS

12.1. Purpose

a) This Article sets out the provisions relating to management of Assets deployed or developed for the purpose of the Project, in terms of ownership, usage, maintenance and transfer.
b) It sets out the provisions for transfer of assets on termination or expiration of the Agreement to allow the orderly and efficient transition of the Services to CHiPS or its nominee/Replacement SI, as the case may be, and CHiPS/Replacement SI, will be able to offer the services to its stake holders without interruptions.
c) The provisions of this Article are applicable to all the assets related to the project both physical assets and assets of intellectual property.

12.2. The Assets Categories and Description

a) The assets under management include all kinds of physical assets like premises, buildings, computer hardware etc and all kinds of intangible assets like intellectual property viz. software, software solutions and software tools.
b) The third party contracts for works and services deployed for the purpose of this project are also governed by this Article.
c) All kinds of assets both physical assets and intellectual property assets are grouped into the following categories based on the nature of ownership and usage.
    i. Assets of CHiPS allowed to be used by the SI to deliver the services;
    ii. Assets bought and deployed exclusively for the purpose of this Project by SI and has been paid by CHiPS;
    iii. Assets bought or deployed for the project by SI but not the exclusively for the Project;
    iv. Assets owned by the SI but deployed for the Project either for a fee or not;
d) The provisions are applicable to assets irrespective of the time of deployment of the assets. It is applicable to
    i. Assets listed for deployment during the initial periods of the Agreement as committed in the proposal;
    ii. Assets deployed during the Agreement periods to meet the service requirements or performance requirements or as requested by CHiPS.

iii. Assets brought during the period of the agreement either meet the requirements of new services or as a part of the technology refresh

12.3. CHiPS's/GoC's Assets

a) CHiPS will be the sole and exclusive owner of the following:
   i. All Supplied assets owned by CHiPS as of the Effective Date;
   ii. All assets acquired by CHiPS from Third Parties after the Effective Date;
   iii. All assets developed by CHiPS after the Effective Date;
   iv. All assets procured, replaced, deployed and developed by the System Integrator or its subcontractors (including assets jointly developed with CHiPS/GoC) under the Agreement, including foreign intellectual property rights in such assets and all modifications, enhancements, and derivative works of such assets;

b) CHiPS will grant to the System Integrator a limited, non-exclusive license during the Term to use, operate, access, copy, maintain, modify, enhance, and create derivative works of CHiPS assets for the sole purpose of providing the Services under this Agreement.

c) The System Integrator may not use CHiPS assets for any other purpose, and may not sublicense any rights with respect to CHiPS Assets, except to System Integrator Subcontractors who will need rights to such assets to provide the Services, without CHiPS's prior written consent.

d) The System Integrator will cease use of CHiPS assets upon expiration or termination of the Agreement.

12.4. CHiPS Supplied Assets.

a) CHiPS Supplied assets includes the office space, the physical assets associated with the office, computer hardware, software, internet domains, or any other intellectual property assets, belonging to CHiPS and earmarked by CHiPS for the purpose of the Project and used by SI for the Project are treated as the CHiPS Supplied assets for the Project.

b) The ownership of the various offices and CHiPS Supplied assets shall always remain vested with the CHiPS. The rights of the SI in the various offices and CHiPS Supplied assets shall only be that of a bare licensee of such assets and the SI shall neither assign, transfer, sublet, create any charge or encumbrance, nor shall the SI create or permit creation of any third party rights whatsoever, on whole or any part of the CHiPS Supplied assets or various offices. It is expressly agreed that the SI rights in the various offices and/or the CHiPS Supplied assets shall cease without the need for any action to be taken by the CHiPS upon the termination of this Agreement for any reason whatsoever.

c) The CHiPS supplied Assets also includes the information, process details or any software code, the transaction and master data, transferred to the SI from the current e-procurement system.

d) The SI shall not without the prior written consent or approval of the CHiPS or the designated agency use the CHiPS Supplied assets for any purpose other than for the

purposes of the Project and Services and purposes incidental thereto as permitted under this Agreement or as may otherwise be approved by the CHiPS.

e) The details of the assets earmarked by the CHiPS for the purpose of the Project and used by SI shall be listed in a register duly signed by the representatives of SI and CHiPS.
f) The ownership of CHiPS Supplied assets lies with CHiPS.
g) SI is responsible for ensuring that the CHiPS supplied assets are used for the purpose of the Project only.
h) If SI is found to be using the CHiPS supplied assets for any other activity other than, directly or indirectly, related to the Project, the CHiPS has the rights to terminate the Agreement forthwith, in addition to initiate appropriate proceedings and claim relief (including damages) against SI for the misuse of the CHIPS supplied assets.
i) The CHiPS supplied assets shall not be transferred or moved by SI either within or outside the premises of CHiPS without the prior written consent of the CHiPS.
j) The SI is not allowed to use the CHiPS/Project domain name for publicizing its own brand images or any other purpose other than the ones related to the Project.
k) Acceptance of the CHiPS assets
    i. The SI accepts possession of the CHiPS assets on 'as is where is' basis and confirms having inspected the Supplied assets ; satisfied itself and
    ii. Obtained for itself all necessary information as to the risks, contingencies and all other circumstances which may influence or affect the SI and its rights and obligations under or pursuant to this Agreement.

12.5. Assets for exclusive use of CHiPS and third party contracts

a) All the software licenses, hardware, networking components bought for the purpose of the Project and deployed for the Project are the assets bought for CHiPS;
b) These assets include the ones provided to CHiPS/Project by the SI during the course of its performance under this Agreement, which includes but is not limited to Cots Software as defined in this Agreement in which subject to the foregoing provisions of this Article, all right, title and interest in and to such Deliverables, shall, immediately upon creation vest in CHiPS. To the extent that the SI proprietary information is incorporated within the Deliverables, SI and its employees engaged hereby grant to CHiPS a worldwide, perpetual, irrevocable, non-exclusive, transferable, paid-up right and license to use, copy, modify (or have modified), transfer, sell, transport to CHiPS facilities, and prepare from them, use and copy derivative works for the benefit of and internal use of CHiPS of such SI proprietary information.
c) SI has to ensure that all the licensing conditions of the licensed software bought for the purpose of this Project are not violated in terms of metrics of usage.
d) Ensure that the IP rights of the licensed software bought for the project are not violated.
e) The agreements with the OEMs for supply of goods and service including but not limited to hardware, network components, software applications, service contracts for annual maintenance support, specialized services for audit/testing etc. will be assigned

to the CHiPS or its nominees and will indicate CHiPS as "End Users" as per the Agreement.

f) The contracts executed by SI to procure any of the services or SI's Project Assets to be used by SI in the Project, including but not limited to development tools, testing facilities, outsourcing contracts, services agreement during the Project are to be treated as "Third Party Contracts" and shall be assigned to the CHiPS on the expiry or early termination of this Agreement and on such an event they are automatically treated as CHiPS assets.

g) During the term of the Agreement, the third party contracts are owned by SI and the liability for these contracts lies solely with SI.

h) SI will share these contracts and licenses in entirety with the CHiPS or its designated nominee and CHiPS will have the right to further share or sub-license these contracts with other entities at its sole discretion. However, during the term of term of this Agreement the ultimate responsibility towards the OEMs etc will be of the SI.

i) The CHiPS will have the right to overrule any restrictive clauses or clauses limiting the ownership of these contracts.

j) In the event of termination of the Agreement, SI shall transfer/assign or cause to be transferred/assigned to the CHiPS or its nominee such third party contracts which are valid and subsisting and which the CHiPS has chosen to take over at its sole discretion as per Schedule VIII – Exit Management hereof.

k) All the copies of third party contracts and licenses should be provided to the CHiPS within [30] days from execution of that agreements /contracts/ documents.

12.6. Shared Assets

a) This includes the assets provided to CHiPS and/or Replacement SI by the System Integrator during the course of its performance under this Agreement, the SLA in which System Integrator retains the rights to but grants to the CHiPS, subject to the foregoing provisions of this schedule a worldwide, perpetual, irrevocable, non-exclusive, transferable, paid-up right and license to the Deliverables including the right to use, copy, modify (or have modified), transport to the CHiPS and/or Replacement SI at the locations provided by CHiPS, and prepare from them, use and copy derivative works for the benefit of and internal use of CHiPS and/or Replacement SI. If the System Integrator proceeds to apply for, or assign to any third party, any patent rights relating to such Deliverables, the System Integrator will ensure that CHiPS's and/or Replacement SI's rights as provided herein are preserved.

b) System Integrator will ensure that no third party contracts for any of the shared assets will restrict the access to CHiPS or its nominees for the purpose of audit.

12.7. SI software/Assets

a) Any software, tools, databases, data or methodologies that are (i) owned by SI or SI Affiliates before the Effective Date or acquired by SI after the Effective Date, (ii) developed by SI or SI Affiliates other than pursuant to this Agreement or any other agreement with CHiPS, or (iii) licensed by SI or SI Affiliates from a third party (other

than third-party software that is the subject of licenses included in the Transferred Assets), including any such items used by SI or SI Affiliates to provide the Services to CHiPS, are collectively referred to herein as the "SI Software." As between the Parties, SI will be the sole and exclusive owner of the SI Software.

b) SI will be financially and administratively responsible for (i) obtaining any Consents required to provide the Services using the SI Software, and (ii) maintenance of the SI Software, including upgrades necessary to correct defects.

c) With respect to CHiPS's access and use of any SI Software, CHiPS will comply with any applicable use restrictions that are identified in writing to, and acknowledged by, CHiPS. CHiPS will establish an access control procedure to limit CHiPS's access and use accordingly

d) During transition either at termination or end of the contract period, if the SI software is critical for the continuity of operation of e procurement solution, and provide the services to the stake holders without interruption, CHiPS/replacement SI will have the right to use the software till a suitable replacement for the software is found

e) During transition either at termination or end of the contract period, if the SI software is critical for the continuity of operation of e procurement solution, System Integrator retains the rights to but grants to the CHiPS, subject to the foregoing provisions of this schedule a worldwide, perpetual, irrevocable, non-exclusive, transferable, paid-up right and license to the Deliverables including the right to use, copy, modify (or have modified), transport to the CHiPS and/or Replacement SI at the locations provided by CHiPS, and prepare from them, use and copy derivative works for the benefit of and internal use of CHiPS and/or Replacement SI

12.8. Critical SI Licensed Software.

a) Any SI Software licensed from a third party that is being used to provide the Services upon any expiration or termination of this Agreement and that would be required by CHiPS or an alternative service provider for the continuity of the Services after the expiration or termination of this Agreement, other than generally available commercial software, is referred to herein as the "Critical SI-Licensed Software." SI will (i) inform CHiPS of the existence and ownership of, and the extent of SI's rights to, all such Critical SI-Licensed Software and (ii) use reasonable efforts to obtain for CHiPS a perpetual (or to the extent customarily available, automatically renewing), nonexclusive license to use such Critical SI-Licensed Software effective upon the expiration or termination of this Agreement and upon the third-party vendor's standard terms and conditions but at no additional charge.

b) If SI is unable to obtain the license (or the agreement to grant a license) described in Clause 12.8 (a) above, SI will not introduce such Critical SI-Licensed Software to provide the Services except as follows:

   i. Prior to introducing such Critical SI-Licensed Software, SI will notify CHiPS of its inability to obtain for CHiPS such a license or agreement and the cost and viability of any other software that can perform the requisite functions and with respect to which SI has the ability to grant or transfer such a license or agreement (or to procure the same). Such notice will contain the proposed

Critical SI-Licensed Software vendor's then-current terms and conditions, if any, for making the software available to CHiPS upon expiration or termination of this Agreement.

ii. With CHiPS's prior approval, SI may then introduce such Critical SI-Licensed Software for use in providing the Services.

12.9. Additional Resources.

a) If any additional resources, whether in the form of equipment, software or otherwise, are required by SI to meet its obligations during the Agreement Term, whether in addition to or in replacement of any then existing hardware or software, SI will inform CHiPS and CHiPS, at CHiPS's expense and on such other terms and conditions as the Parties mutually agree, will provide SI with such resources. If CHiPS does not approve an acquisition proposed by SI, SI will be excused from any responsibility for any resulting adverse impact on CHiPS, the Services or the Service Levels, but will use reasonable efforts to mitigate such impact.

12.10. The rights of usage and transfer

a) The asset transfer will take place as elaborated in the Exit Management Schedule as set out in Schedule VIII of this Agreement.

12.11. Management of Assets

a) The asset list under different heading are prepared and submitted to CHiPS or its nominees every six months with details of usage conditions, metrics of usage for licenses, the validity period, ownership, the name of the parties etc.
b) The assets bought during the project also need to be included – the software and hardware irrespective of their inclusion in the BOM, but deployed during the project Term – hardware and software.
c) All the licenses or assets or third party contracts should be bought in at the same conditions as dictated in the RFP like the assignment clause.
d) SI will use reasonable efforts to efficiently administer, manage, operate and use the resources employed by SI to provide and perform the Services that are chargeable to CHiPS under this Agreement.

12.12. Mechanisms for up keep and audit of assets

The SI is required to ensure during the period of this Agreement:

a) 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 SI exclusively in terms of ensuring their usability for the delivery of the Services as per this Agreement.
b) Keep all the tangible assets in as good and serviceable condition (reasonable wear and tear excepted) and/or the intangible Assets suitably upgraded subject to the relevant

industry standards as at the date the SI takes control of and/or first uses the Assets and during the entire Term of the Agreement.

c) Ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of the Assets and which are provided to the System Integrator will be followed by the SI and any person who will be responsible for the use of the Assets.
d) Take such steps as may be properly recommended by the manufacturer of the Assets and notified to the SI or as may, in the reasonable opinion of the SI, be necessary to use the Assets in a safe manner.
e) Ensure that the Assets that are under the control of the SI, are kept suitably housed and in conformity with Applicable Law;
f) Procure permission from the CHiPS 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;
g) 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.
h) Provide access to CHiPS or its designated agencies to audit all the assets deployed for the project, irrespective of the location where they are placed.

12.13. Asset conditions prior to transfer

Upon service of a notice under this Article the following provisions shall apply:

a) in the event, if the Assets to be transferred are mortgaged to any financial institutions by the SI, the SI shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to the CHIPS or its nominees.
b) All risk in and title to the Assets to be transferred / to be purchased by the CHIPS pursuant to this Article shall be transferred to CHIPS, on the last day of the exit management period.
c) The outgoing SI will pass on to CHIPS and/or to the Replacement SI, the subsisting rights in any leased properties/ licensed products on terms not less favourable to CHIPS/ Replacement SI, than that enjoyed by the outgoing SI.

12.14. Required Consents

a) The System Integrator will be responsible for obtaining all consents required to implement any transfer of Assets or to secure any rights of use of or access to any Assets required by the System Integrator in providing the Services, including Equipment, Software, or Third-Party Contracts ("Required Consents").
b) The System Integrator will be responsible for the financial costs of and any liability resulting from its failure in obtaining Required Consents (e.g., for any transfer or upgrade fees).
c) The System Integrator shall describe the resources and approach it will utilize, as well as the schedule that it will follow, to obtain Required Consents during transition.

d) If the System Integrator is unable to obtain a Required Consent, the System Integrator shall implement, subject to CHiPS's prior approval, alternative approaches as necessary to provide the Services without such Required Consents. The System Integrator will be responsible for the financial costs of such alternative approaches.

12.15. Exercise of Rights

For Equipment leases, Software licenses, or Third-Party Contracts the System Integrator shall exercise termination or extension rights as directed by the CHiPS or after consultation with CHiPS, provided that the System Integrator shall be responsible for the costs, charges, and fees associated with the exercise of such rights.

12.16. Compliance with Terms

To the extent that CHiPS provides the System Integrator with access to or use of leased Equipment, licensed Software, or third party contracts the System Integrator will comply with all the obligations of such leases, licenses, and third party contracts. The System Integrator will cease use of such items upon expiration or termination of the Agreement.

12.17. Refresh and Standardization

a) The System Integrator shall be responsible for Refresh of technology under its control as necessary to meet Service Levels under the Agreement and as specified in the scope of work.
b) CHiPS's approval will be required for changes that may involve risk to the business.
c) If the System Integrator's proposed solution involves the use of System Integrator Facilities or services to be shared with other System Integrator customers, the System Integrator will describe in detail the System Integrator's suggested standards and the process for regulating Change to the environment and accommodating CHiPS's specific needs.
d) On at least an annual basis, the Parties will meet to review any new technology SI is developing or general technology or industry trends and directions. In addition, SI will keep CHiPS reasonably apprised of any new developments, including new software and hardware developments, that SI generally makes available to other similarly situated customers of SI and that SI believes could have a significant impact on the quality and cost-effectiveness of the Services rendered to the stake holders of the project. Consistent with CHiPS's then existing budget parameters, SI will use reasonable efforts to maintain the technology and processes utilized in providing the Services at a level that is comparable with the level of advancement generally attained in providing similar services in e procurement solution segment

12.18. Refresh, Maintenance.

a) The SI shall ensure on a continuing basis that at all times its maintenance and operating procedures are sufficient to ensure that:
   i. the Service is continuously available ;
   ii. it can maintain the design intention of the assets to achieve their full working life; and
   iii. the Assets are handed back to the CHiPS on the Expiry Date in a condition complying with the requirements of this Clause

b) Each Party will establish and maintain appropriate third-party maintenance arrangements for the maintenance of hardware and software for which it has operational responsibility under this Agreement.

c) With respect to hardware and third-party software for which a Party has financial and administrative responsibility under this Agreement:
   i. The Party will be responsible for the upgrading and refreshing of such hardware and third-party software. In consultation with the other Party, each Party may defer upgrading or refreshing any such hardware or software to the extent it has reasonable concerns regarding the stability of such hardware or software or whether the use of such equipment hardware or software will impair the ability of SI to meet the Service Levels. SI will not be responsible for any upgrade, modification or enhancement of any out-of-scope equipment or software required by any refresh of in-scope hardware or software performed by SI.
   ii. The objective of the Parties over time is to maintain in-scope software at releases that are no older than "N-1." (Maximum of one version older than the latest version released for commercial use by the software vendor) The Parties will cooperate to assess the impact of maintaining such "N-1" upgrades on each in-scope software product. Among the factors that the Parties will take into account will be licensing concerns, the impact of regression testing and actual Service requirements.
   iii. However notwithstanding the above if the maintenance of the latest version is essential to overcome the creeping obsolescence of the ecosystem of hardware, operating systems, embedded solutions etc. it will be mandatory to maintain the in scope software at a release that are no older than N-1.
   iv. If CHiPS elects to maintain software under this Agreement at release levels that are not then generally supported by the applicable third-party vendor, then SI will not be responsible for any failure to meet a Service Level if and to the extent that such failure arises because such software is not supported by the third-party vendor. Subject to the "strategic control" SI will use reasonable efforts to maintain such software at multiple release levels.
   v. If a vendor is unable or unwilling to bring its hardware or software into substantial conformance with its specifications, the Parties will cooperate to modify any impacted business process and this Agreement to the extent necessary to minimize the impact of the problem caused by such non-conformance.

d) With respect to any hardware and third-party software for which CHiPS has financial and administrative responsibility under this Agreement, or which CHiPS has requested that SI not replace, CHiPS will be responsible for such maintenance as performed by third parties [on a Pass-Through Expenses basis] and will bear the cost of replacing such equipment or software.

12.19. Asset Obligations.

Unless other responsibilities are set out in the schedule identifying the applicable asset, the Parties' respective administrative, operational and financial responsibilities with respect to assets are summarized in this Clause. For purposes of this Clause a Party having administrative, operational or financial responsibility for any particular asset will mean the following:

a) A Party who has administrative responsibility for an asset means that such Party will be responsible for managing such asset, including the tracking of renewal dates and license compliance provisions;
b) A Party who has operational responsibility for an asset means that such Party will be responsible for operational support of the asset including the maintenance of such asset; and
c) A Party who has financial responsibility for an asset means that such Party will be responsible for all financial obligations with respect to such asset, including acquisition costs, maintenance costs, refresh and upgrade costs and, with respect to leased assets and except as provided for SI owned and leased assets any financial obligations set out in such lease.

12.20. Asset Register

a) All the asset types elaborated in this article will be listed and maintained in an Asset register, as per Schedule III, with the information like
    i. Type of asset
    ii. Ownership details
    iii. Location
    iv. The contracts, warranties, license agreements
    v. End user license agreements if belonging to third party
    vi. Escrow agreement details if kept in escrow account
    vii. The requirements of annual maintenance
    viii. The purpose in the e-procurement project
    ix. Date of induction/deployment
b) The asset register will be jointly maintained by the account manager of SI and the project director of CHiPS. It will be updated periodically, with a maximum interval of three months between the updates
c) The asset register will be updated when there is a replacement of any asset to meet the service levels or performance requirements, when there is a technology refresh or when there is an addition of new service

d) The mechanisms to control the changes to the asset register will be as per the Change control Schedules XII

ARTICLE 13: INTELLECTUAL PROPERTY

13.1. Products

Except to the extent otherwise expressly provided in this Agreement, the CHiPS, shall retain exclusively all right, title and interest in the trademark patents, copyrights, trade secrets, operating practices/ procedures or other intellectual property rights ("Intellectual Property Rights/IPR") relating to the Assets and related solutions, including but not limited to, portal application, portal infrastructure, database, forms and the compilations 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 to which the CHiPS has sovereign rights and nothing herein shall or will be construed or deemed to grant to the System Integrator any right, title, license, sub-license, proprietary right or other claim against or interest in, to or under (whether by estoppels, by implication or otherwise) to the aforesaid rights.

13.2. Bespoke development

Subject to the provisions of Clause 13.3 and 13.4, the IPR rights for any bespoke development done during the implementation of the Project will lie with CHiPS.

13.3. Pre-existing work

a) 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 modification thereto shall remain the sole property of that Party.

b) 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.

c) Except as may be otherwise explicitly agreed to in a statement of Services, upon payment as agreed in the payment terms of this agreement, the System Integrator should grant CHiPS a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to CHiPS as part of the service or deliverables only for its internal business operations.

d) Under such license, either of Parties will have no right to sell the pre-existing work of the other Party to a third party. CHiPS'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 CHiPS at the conclusion of performance of the services.

13.4. Other works

The Intellectual Property Rights of all the assets exclusively purchased and/or used for CHiPS and /or created during the term of this Agreement shall always remain vested with the CHiPS. However, it is clarified that all the ownership rights etc on the bespoke development and pre-existing application, infrastructure, and other assets will always remain vested with the CHiPS.

13.5. Residuals

In no event shall System Integrator 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, System Integrator shall be free to use its general ideas, skills and experience, and any ideas, concepts, know-how, and techniques which either Party, individually or jointly, develops or discloses under the Agreement; except to the extent such use infringes the intellectual property rights of the other Party or Third Parties or breaches its confidentiality or other obligations under the Agreement or other agreements with the other Party or Third Parties.

13.6. Other Deliverable Materials

a) The CHiPS will own the copyright in all deliverable materials created under this Agreement by SI. The Commercial Off-the-Shelf (COTS) products or licensed software solution and their IPRs will be owned and controlled by the respective Original Equipment Manufacturers (OEMs). The IPR of any product or software which has been developed/ enhanced/ modified/ configured by the SI shall be transferred to the CHiPS.
b) SI agrees that ownership of all Intellectual Property Rights for any functional and technical process of CHiPS or Information or materials or CHiPS Supplied assets provided to SI by the CHiPS shall remain vested in the CHiPS.
c) SI agrees that the CHiPS shall own all Intellectual Property Rights in all Assets procured, purchased and produced exclusively for the CHiPS by SI pursuant to this Agreement including improvements that are developed by SI for the CHiPS. SI shall execute necessary documents and instruments to perfect the ownership of CHiPS in respect of the aforesaid materials.
d) Materials — including but not limited to software, tools, processes, policies, and documentation — developed by the System Integrator or its subcontractors under the Agreement will be considered "works made for hire" for CHiPS ("Developed Materials"). Such Developed Materials shall belong exclusively to CHiPS. The System Integrator may use such Developed Materials solely to provide the Services during the Term.
e) The System Integrator shall irrevocably assign, transfer, and convey to CHiPS all right, title, interest, and ownership in such Developed Materials.
f) The System Integrator shall promptly disclose in writing to CHiPS each instance of Developed Materials that is developed as a result of Services. With respect to each

disclosure, the System Integrator shall indicate the features or concepts that it believes to be new or different.

13.7. Infringement of Intellectual Property Rights

a) SI confirms that there shall be no infringement of any patent or intellectual & industrial property rights as per the applicable laws of relevant jurisdictions, having requisite competence, in respect of the Assets or any part thereof, supplied under this Agreement. SI shall indemnify the CHiPS against all cost/claims/legal claims/liabilities arising from third party claim at any time on account of the infringement or unauthorised use of patent or intellectual & industrial property rights of any such parties, whether such claims arise in respect of manufacture or use. Without prejudice to the aforesaid indemnity, SI shall be responsible for the completion of the development and uninterrupted use of such Asset or any part thereof by the CHiPS and persons authorised by the CHiPS, irrespective of the fact of claims of infringement of any or all the rights mentioned above.

b) If, as a result of such claim, the CHiPS is injuncted from using such Asset or any part thereof or in is likely to be injuncted, SI, at its expense, shall (i) modify such Asset (provided its functionality is not impaired) so that it is no longer infringing and obtains a certificate to the said effect from the party claiming infringement, (ii) replace such Asset with a functionally equivalent of the same, or (iii) obtain the right for the CHiPS to continue using such Assets.

c) SI shall not use the Data for any purpose other than providing the Services under this Agreement. Further, SI shall not use the Data to provide services for the benefit of any third party, as a service bureau.

d) SI shall indemnify, defend and hold harmless CHiPS and their respective officers, employees, successors and assigns, from and against any and all losses arising from claims by third parties that any deliverable (or the access, use or other rights thereto) created by SI pursuant to this Agreement or any equipment, software, information, methods of operation or other intellectual property (or the access, use or other rights thereto) provided by SI or sub-contractors to the SI pursuant to this Agreement (i) infringes a copyright enforceable in India, (ii) infringes a patent issued in India, or (iii) constitutes misappropriation or unlawful disclosure or use of another Party's trade secret under the laws of the India (collectively, "Infringement Claims"); provided, however, that this will not apply to any Deliverable (or the access, use or other rights thereto) created by (A) CHiPS; (B) third parties (i.e., other than SI or SI's sub-contractors) at the direction of CHiPS.

e) For a third party product supplied by SI, SI shall pass on to CHiPS all the indemnities offered by the third party.

13.8. Trademarks and Publicity

a) Neither Party may use the trademarks of the other Party without the prior written consent of the other Party except that System Integrator may, upon completion, use the Project as a reference for credential purpose.

b) 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 performance or the business of the Parties without prior reference to and approval in writing from the other Party, such approval are not to be unreasonably withheld or delayed provided

c) However that System Integrator may include CHiPS or its client lists for reference to third parties subject to the prior written consent of CHiPS not to be unreasonably withheld or delayed. Such approval shall apply to each specific case and relate only to that case.

13.9. Escrow agreements for intellectual property assets

a) For any of the intellectual property items /materials used in the e-procurement project, either party can opt to place it in an escrow account or depository to protect its right for long term usage or protect its source, anytime during the period of the contract.

b) If either of the parties opts to keep a certain item/asset in an escrow account/depository, the other party cannot refuse the request.

c) For any of the third party items, if CHiPs requests to keep the asset in an escrow account/depository it is the responsibility of SI to facilitate this arrangement.

d) For any Developed Materials which are Software or licensed software or Software Solution (COTS), or third party licensed software and for which the Source Code is not generally available to CHiPS, CHiPS will have an option to maintain a current copy of such Source Code in escrow account/depository as per the Schedule on escrow agreements

e) The escrow agreements the procedures will be governed by the Schedule XIII on escrow agreements.

f) The Escrow Agreement shall define the conditions for access, safe keeping, release etc.

g) The cost of the Escrow services shall be borne by the SI or the owner of the intellectual property under escrow agreement if it belongs to t third party.

h) The escrow agreement for a particular intellectual property will be part of the asset register.

i) CHiPS will have the right to transfer the escrow agreements to the replacement SI during transition on expiry of the agreement or at termination of the agreement

ARTICLE 14: ACCESS TO BOOKS OF ACCOUNTS, AUDIT AND REPORTING

14.1. Access to Books of Accounts, Audit and Reporting.

a) SI shall provide access to the auditors of the CHIPS or the authorized representatives of the CHIPS to all the information which is in possession or control of the SI and which related to the provision of the Services as set out in the Audit, Access and Reporting Schedule and which is reasonably required by the CHIPS as per the Audit, Access and Reporting Schedule.

b) SI should provide the CHIPS or its authorized representatives necessary Information/right to inspect the documents or Information as per Schedule IX.

14.2. Operational Audits.

a) Subject to the provisions of Clause 14.3, SI will provide to such auditors (including third-party auditors and CHiPS's internal audit staff) as CHiPS may designate in writing, access to any facility at which the Services are being performed, to appropriate SI management personnel and material subcontractors, and to the data and records maintained by SI with respect to the Services:
   i. for the purpose of performing audits and inspections of CHiPS and its businesses (including any audits necessary to enable CHiPS to meet its applicable regulatory requirements);
   ii. to verify the integrity of CHiPS Data;
   iii. to examine the systems that process, store, support and transmit such CHiPS Data;
   iv. To confirm that the Services are being provided in accordance with this Agreement, including the Service Levels.

b) To the extent applicable to the Services performed by SI, the scope of such audits may include, without limitation,
   i. SI's practices and procedures;
   ii. The adequacy of general controls (e.g., organisational controls, input/output controls, system modification controls, processing controls, system design controls, and access controls) and security practices and procedures; and
   iii. The adequacy of disaster recovery and back-up procedures. Any such audits will be conducted at CHiPS's expense

14.3. Financial Audits.

a) In order to document the Services and the Service Charges paid or payable by CHiPS under this Agreement, SI will retain its standard records and supporting documentation for at least [three] years.
b) Subject to the provisions of Clause 14.4, SI will provide to such auditors as CHiPS may designate in writing, access to such records and supporting documentation as may be reasonably requested by CHiPS. CHiPS may audit the Service Charges charged to CHiPS to determine that such Service Charges are accurate and were calculated in accordance with this Agreement.
c) Any such audits will be conducted at CHiPS's expense; provided, however, that if, as a result of such audit, CHiPS determines that SI has overcharged CHiPS, CHiPS will notify SI of the amount of such overcharge and SI will promptly pay to CHiPS the amount of the overcharge. If the audit reveals an undercharge, CHiPS will promptly pay to SI the amount of the undercharge, minus the out-of-pocket costs and expenses incurred for such audit.

14.4. General Principles Regarding Audits.

a) CHiPS and its auditors will use reasonable efforts to conduct such audits in a manner that will result in a minimum of inconvenience and disruption to SI's business operations. Audits may be conducted only during normal business hours and no more frequently than annually unless material issues are discovered. CHiPS and its auditors will not be entitled to audit
   i. Data or information of other customers or CHiPSs of SI;
   ii. any SI proprietary data including cost information unless such is the basis of a reimbursable or Pass-Through Expense; or
   iii. Any other Confidential Information of SI that is not relevant for the purposes of the audit. CHiPS will provide SI with reasonable prior written notice of an audit. SI will use reasonable efforts to cooperate in the audit, will make available on a timely basis the information reasonably required to conduct the audit and will assist the designated employees of CHiPS or its auditors as reasonably necessary.
   iv. All information learned or exchanged in connection with the conduct of an audit, as well as the results of any audit, constitutes Confidential Information of CHiPS and SI and will be subject to relevant clauses of the agreement.
b) CHiPS will not use any competitors of SI (or any significant SI subcontractor under this Agreement) in the IT outsourcing industry to conduct such audits. Upon the request of CHiPS, SI will promptly identify any such competitors.
c) The auditors and other representatives of CHiPS will execute and deliver such confidentiality and non-disclosure agreements and comply with such security and confidentiality requirements as SI may reasonably request in connection with such audits.

14.5. Audit Conferences.

a) Following any audit or examination, CHiPS will conduct (in the case of an internal audit), or request its external auditors or examiners to conduct, an exit conference

with SI to obtain factual concurrence with issues identified in the review and provide SI a copy of the audit report.

b) The Parties will meet to review each audit report promptly after the issuance thereof and mutually agree upon the appropriate manner, if any, in which to respond to the changes suggested by the audit report. SI will respond promptly to audit reports in writing, but in no event more than 30 days from receipt of each report.

ARTICLE 15: PERSONNEL

15.1. Supervision and Management.

a) Personnel assigned by SI to implement the Project shall be employees of SI, and under no circumstances will such personnel be considered employees of the CHiPS.
b) SI agrees that no right of any employment with CHiPS shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by SI, pursuant to this Agreement.
c) All remuneration, claims, wages, dues of such employees, agents, contractors, subcontractors of SI is agreed to be paid by SI alone and the CHiPS shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of employee, agents, contractors, and subcontractors of SI.
d) SI has the responsibility for payment of such personnel's entire compensation, including salary, withholding of income taxes and other taxes as applicable, worker's compensation, employee and disability benefits and the like and shall be responsible for all employer obligations under all applicable laws
e) SI shall have the sole responsibility for supervision and control of its personnel and ensuring that they carry out their assigned job in a professional manner.
f) SI shall use its best efforts to ensure that sufficient SI personnel are employed to perform the services pursuant to the Project, and also that such personnel have appropriate qualifications to perform the Services.
g) The CHiPS has the right to seek the replacement of any member of the Project team being deployed by SI or the subcontractor, based on the assessment of the CHiPS that the person in question is incompetent to carry out the tasks expected of him/her or found that person does not really possess the skills /experience/qualifications as projected in his/her profile or on the ground of security concerns or breach of ethics.
h) Except as stated in this Article, nothing in this Agreement will limit the ability of SI to assign or reassign its employees; provided that SI shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. The CHiPS shall have the right to review and approve SI's plan for any such knowledge transfer. SI shall maintain the same standards for skills and professionalism among replacement personnel as in personnel being replaced.
i) In the event that the CHiPS requests that any SI personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule but not later than 15 Working Days from the date of such requests.

j) The CHiPS would like to identify those persons whose profiles were the basis for the evaluation of the competence of SI to carry out the implementation of the Project at the CHiPS as the “Key personnel” as listed in Schedule II. It is the responsibility of SI to deploy these resources either on a full time or part time basis for the activities

they have been proposed to be deployed during the Project as per the response to the RFP submitted by SI.

k) In the event that the CHiPS identifies any personnel of SI as "Key Personnel", then SI shall not remove or replace such personnel without the prior written consent of the CHIPS under the applicable section of this Agreement unless such removal is the result of an unavoidable circumstance including but not limited to resignation, termination, medical leave, etc.

l) SI shall define a succession plan for the key personnel and submit the same to CHIPS.

m) Under exceptional circumstances when the Key Personnel are to be replaced or removed, SI shall put forward the profiles of personnel being proposed as replacements. These profiles should be either equivalent or better than the ones being replaced. However whether these profiles are better or equivalent to the ones being replaced will be decided by the CHIPS or its authorised representative. The CHiPS or its authorised representative will have the right to accept or reject these substitute profiles.

n) In the event that any Key Personnel is to be replaced for reasons not attributed to the CHiPS the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule but not later than 7 Working Days from the date of exit of such personnel.

o) In the event that the Key Personnel are to be replaced, it can be done only by following the procedure in Schedule II.

p) Each Party shall be responsible for the performance of all its obligations under this Agreement and shall be liable for the acts and omissions of its employees and agents in connection therewith.

q) SI warrants that its personnel shall at all times comply with security regulations in effect from time to time at the CHiPS premises and externally for materials belonging to the CHiPS.

r) SI will comply with the directions issued from time to time by the CHiPS and the standards related to the security and safety insofar as it applies to the personnel operating out of the CHIPS premises.

15.2. The Minimum Proficiency:

- The CHiPS would like to identify certain roles of the Project team being deployed by SI during the implementation of Project, as key roles as per Schedule II. These key roles are identified to be critical to the success of the Project and it is expected that these key roles will be staffed with personnel with adequate proficiency. The minimum proficiency in terms of expertise, skills and educational qualifications are listed in Schedule II.

15.3. Clearance for Personnel:

a) In pursuance of the conditions in the RFP, SI undertakes that all the personnel being deployed by SI for the Project are Indian nationals.

b) It is the responsibility of SI to ensure that all the personnel deployed by SI for the Project are not involved in any criminal or antinational activities.

15.4. Liability for Actions of the Personnel.

a) SI agrees to be responsible for managing the activities of its personnel or the personnel of its subcontractors (if any) and shall be accountable for both.
b) SI agrees and shall be the principal employer of the employees, agents, contractors, subcontractors, OEM personnel etc. engaged by SI and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of instructions or outside the scope of instructions set out in the Agreement.
c) SI agrees to hold the CHiPS, its employees, representatives and administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the CHiPS through the action of its employees, agents, contractors, subcontractors, OEM Personnel etc.
d) The CHiPS agrees to inform SI of all breaches and claims of indemnification and agrees to grant SI sole authority to defend, manage, negotiate or settle such claims; and make available all reasonable assistance in defending the claims and the expenses of such activities are directly borne by SI.
e) The written demand by the CHiPS as to the loss / damages stated in Articles 15.5(a) to (e) shall be final, conclusive and binding on SI and SI agrees and shall be liable to pay on demand the actual amount of such loss / damages caused to the CHiPS.

15.5. Personnel during Exit Management

a) At any time during the exit management period, SI shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the CHiPS a list of all employees (with job titles) of SI dedicated to providing the services at the commencement of the exit management period.
b) On the termination of the Agreement, CHiPS will have the right to identify SI personnel and demand their presence for knowledge transfer to the CHiPS or the Replacement SI.
c) If the CHiPS hires the services of another agency on the termination/expiry of the Agreement, or before that, to carry out the next phase of "roll out" of the application, SI shall cooperate with the new agency in knowledge transfer and the CHiPS shall have the right to demand the presence of the required personnel from SI for this purpose.

ARTICLE 16: INFORMATION SECURITY AND AUDIT RIGHTS

16.1. Information Security.

a) SI shall comply with the Information Technology security and standards policies in force from time to time at the various offices of the CHiPS and SI, and which the CHiPS makes SI aware insofar as the same apply to the Project.

b) The SI shall report forthwith in writing all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the Project's Data, facilities or Confidential Information.

c) SI shall upon request by the CHiPS participate in regular meetings when safety and Information Technology security matters are reviewed.

d) The SI shall promptly report in writing any act or omission which it is aware that could have an adverse effect on the proper conduct of safety and information technology security at the various offices of CHiPS.

e) The Parties acknowledge that high level of security needs to be maintained. All persons employed by SI for this Agreement shall undergo verification as per regulations in force in CHiPS. SI undertakes to treat information passed on to them under this Agreement as classified. Such Information will not be communicated/published/advertised by SI to any person without the express permission of the CHiPS.

f) Any private, proprietary or classified Information which has to be made available by the receiving party (SI) to a third party for the execution of this Agreement, shall be submitted to such a third party with the same restrictions as included in this Article.

g) SI undertakes to meet the laid down security requirements/stipulations. All the matters related to the Agreement will be treated as classified and highly confidential and shall not be communicated to anybody (except for the purpose of this Agreement) or published/advertised without the written consent of the CHiPS.

16.2. Confidential Information.

a) SI recognizes that during the term of the Agreement, sensitive Data will be procured and made available to it, its sub-contractors and agents and others working for or

under SI. Further, SI also recognises that any improper and unauthorised disclosure or usage of the Project Data by any such recipient may constitute a breach of applicable laws causing harm not only to CHIPS but also the Stakeholders whose data is used. SI, its subcontractors and agents shall demonstrate utmost care, sensitivity and strict confidentiality. SI its sub-contractors and agents shall strictly follow the provisions of IT Rules, 2011 especially with regard to sensitive information. Any breach of any confidentiality obligation set out in the Agreement including Articles will result in CHIPS a right to seek injunctive relief and damages suffered or are reasonably likely to be suffered and the cost incurred to mitigate the implication of such disclosure or usage, from the SI.

b) **"Confidential Information"** means any and all information that is or has been received by either Party (the "Receiving Party") from the other Party (the "Disclosing Party") and that: (a) relates to the Disclosing Party; and (b) is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or (c) is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.

c) Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, designs, specifications, graphs, plans, charts, studies, memoranda or other documents, or materials relating to the Software, the modules, the Program Documentation, the Source Codes, the object codes and all Enhancements and Updates, services, systems processes, ideas, concepts, formulas, methods, know how, trade secrets, designs, research, inventions, techniques, processes, algorithms, schematics, testing procedures, software design and architecture, computer code, internal Documentation, design and function specifications, product requirements, problem reports, analysis and performance information, business affairs, Projects, technology, finances (including revenue projections, cost summaries, pricing formulae), clientele, markets, marketing and sales programs, client and customer data, appraisal mechanisms, planning processes etc. or any existing or future plans, forecasts or strategies in respect thereof.

d) **"Confidential Materials"** shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable.

16.3. Managing Confidential Information.

a) The Receiving Party agrees to regard, preserve and keep as secret and confidential all confidential information and materials of the Disclosing Party howsoever obtained

and agrees that it shall not, without obtaining the written consent of the Disclosing Party :-

i. Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, who need to know the same for the purposes of the Project. The Receiving Party agrees to be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees is in accordance with the terms and conditions of this Agreement; or

ii. Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.

b) In maintaining confidentiality hereunder the Receiving Party on receiving the Confidential Information and materials agrees and warrants that it shall:

i. Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own Confidential Information of like importance and such degree of care shall be at least that which is reasonably calculated to prevent such inadvertent disclosure.

ii. Keep the Confidential Information and materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party.

iii. Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information and materials in the manner prescribed in this Agreement; and

iv. Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.

c) The Receiving Party who receives the Confidential Information and materials agrees that on a regular basis or in receipt of a written demand from the Disclosing Party :-

i. Immediately return all Confidential Materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;

ii. Hand over all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its associates to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party.

iii. Expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control; and

iv. Furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

d) The restrictions in this ARTICLE 16.3 shall not apply to:

i. Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this Agreement); or

ii. Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure; or

iii. Is identified in writing by the Discloser as no longer proprietary or confidential.

e) The Receiving Party agrees that its obligation under this Section with respect to confidentiality will survive the termination of this Agreement.

f) Confidential Information shall be and remain the property of the Discloser and nothing in this Article shall be construed to grant either Party any right or licence with

respect to the other Party's Confidential Information otherwise than as is expressly set out in this Agreement.

g) Both Parties agree that monetary damages would not be a sufficient remedy for any breach of this Article by the other Party and that the CHIPS shall be entitled to equitable relief, including injunction and specific performance as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by a Party of this Article, but shall be in addition to all other remedies available at law or equity to the damaged Party.

h) In connection with the Project under this Agreement, the CHiPS may from time to time undertake one or more quality assessment reviews for the purpose of improving quality of the Project. In order for such reviews to be frank and candid, for the greatest benefit to the CHiPS and SI, they shall be kept confidential to the greatest extent possible. The Parties agree that any Documentation created in connection with such quality assessment reviews shall be Confidential Information of the CHiPS which is licensed to SI for any internal use except that in no event shall such Documentation or the results of such reviews be discoverable or admissible (or used for any purpose) in any arbitration or legal proceedings against the CHiPS related to this Agreement or the Project.

i) SI agrees that all information processed, stored, or transmitted by SI equipment belongs to the CHiPS. By having the responsibility to maintain the equipment, SI agrees not to acquire implicit access rights to the information or rights to redistribute the information.
j) SI understands and agrees that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

16.4. Information Ownership.

a) CHiPS Data will be and remain the property of CHiPS. The System Integrator and its subcontractors, if any, will not utilize CHiPS Data for any purpose other than that of rendering the Services under the Agreement.

b) All operational data developed, maintained, or otherwise used by the System Integrator in delivering the Services shall be considered CHiPS Data, except for information regarding the System Integrator's personnel and the System Integrator's costs. CHiPS shall have an unrestricted right to use, or to have Third Parties use on its behalf, such operational data.

c) As requested by CHiPS at the end of Term or at termination of the Agreement (regardless of the type of termination), CHiPS Data shall be returned to CHiPS in a form acceptable to CHIPS or shall be destroyed as directed by CHiPS.

d) System Integrator shall provide to CHiPS and its Affiliates access to the CHiPS Data in System Integrator's or System Integrator's contractors possession or control on demand.

e) The System Integrator will (i) comply with all CHiPS security policies, information protection, and privacy policies, procedures, standards, requirements, and specifications provided to the System Integrator; (ii) provide appropriate Equipment and Software to implement security solutions; (iii) segregate all CHiPS Data from that of any other client; and (iv) provide direct access to assets and information pertinent to CHiPS's investigations, compliance reviews, and audits.

f) SI agrees that all information processed, stored, or transmitted by the SI's Project Assets or SI Assets for Own Use belongs to the CHiPS. By having the responsibility to maintain the equipment, SI agrees not to acquire implicit access rights to the information or rights to redistribute the information.

g) SI understands and agrees that civil, criminal, or administrative implications may arise for failure to protect information appropriately.

h) SI agrees that:-

i. All customers', supplier's, associated organisations and process information related information of the CHiPS is considered as sensitive and will be protected from unauthorized disclosure, Modification or access.

ii. Any sensitive information of the CHiPS would be protected from unauthorized disclosure, Modification or access.

iii. The type of sensitive information that will be found on the CHiPS systems that SI agrees to support or have access to includes but not limited to , process information, user rights, security features & guidelines, disaster management practices etc.

16.5. Privacy and Security Safeguards.

a) SI agrees not to publish or disclose in any manner, under any circumstances the details of any security safeguards designed, developed, or implemented by SI under this Agreement or existing at any of the CHiPS/GoC offices.

b) SI agrees to develop procedures and implementation plans to ensure that IT resources (being used during the testing phase or annual maintenance phase) leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all the CHiPS information, data and sensitive application software.

c) SI understands and agrees to the fact that very sensitive Confidential Information about the CHiPS and general public will be made available to it, pursuant to the Project. SI agrees not to disclose and/or use such information in any manner whatsoever except for fulfilling its obligations under the Agreement and pursuant to the Project.

d) The System Integrator shall establish and maintain safeguards against the unauthorized access, destruction, loss, or alteration of CHiPS/GoC Data in the possession of the System Integrator or its subcontractors that are no less rigorous than the most rigorous practices of CHIPS or the System Integrator as of the Effective Date. CHIPS shall have the right to establish backup security for CHiPS Data and to keep backup and files for such data in its possession if it chooses. System Integrator personnel and subcontractors will not attempt to access or allow access to CHiPS Data that is not required for the performance of the Services by such personnel. The System Integrator will promptly notify CHiPS of any breach or potential breach of security relating to CHiPS Data and will investigate and remediate the effects of such breach or potential breach.

e) Each Party's confidential information shall remain the property of that Party. Each Party shall use at least the same degree of care, but no less than a reasonable degree of care, to safeguard the confidential information of the other as it employs with respect to its own information of a similar nature. The System Integrator shall require that its employees, agents, and subcontractors comply with the confidentiality restrictions of the Agreement. In the event of unauthorized disclosure or loss of confidential information, the receiving Party shall immediately notify the furnishing Party in writing. These responsibilities shall survive the expiration or termination of the Agreement.

16.6. Access for Inspection.

a) SI shall be obliged to extend all co-operations to the CHIPS personnel or the experts appointed by the CHiPS for purposes of verifying that the Project Systems and the project facilities and the activities within the Project team are operated and maintained in compliance with Information Technology Security Policies of CHiPS.

b) Additionally, SI shall upon prior intimation by the CHiPS provide the CHiPS personnel or the authorized representatives of the CHiPS access to the SI's Project

Assets/the project facilities and documents for inspection and review of operations and also to ascertain compliance with any of the requirements under this Agreement.

c) Without prejudice to the generality of this provision, it is agreed that SI shall in particular extend all co-operation and information required by the experts appointed by the CHiPS for conducting a security audit and verifying that the Project/project facilities and Services are in strict compliance with the information security requirements.

d) These audits may include, but are not limited to, a review of access and authorization procedures, physical security controls, backup and recovery procedures, Network security controls and program change controls.

e) SI agrees to provide the CHiPS access to various monitoring and performance measurement systems (both manual and automated). The CHiPS has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval / notice to SI.

f) The audit, access, reporting and inspection rights of the CHiPS under this Article shall be governed by Schedule IX of the Agreement.

ARTICLE 17: INDEMNITIES, LIMITATIONS OF LIABILITIES

17.1. Third Party Claims.

a) System Integrator (the "Indemnifying Party") undertakes to indemnify CHIPS (the "Indemnified Party") from and against all losses, claims or damages on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or wilful default in performance or non-performance under this Agreement. 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. 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; (d) Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or (e) information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using it, (ii) replace it with a no infringing equivalent, (iii) modify it to make it no infringing. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

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

i. The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;

ii. The Indemnified Party ~~shall~~ may at its option (but shall not be obligated to), at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defence 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 Defence;

iii. if the Indemnifying Party does not assume full control over the Defence of a claim as provided in this Article, the Indemnifying Party may participate in such Defence at its sole cost and expense, and the Indemnified Party will

have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;

iv. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;

v. All settlements of claims subject to indemnification under this Clause will:
   a. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
   b. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;

vi. The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;

vii. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;

viii. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates; and

ix. if a Party makes a claim under the indemnity set out under Clause 17.1 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).

17.2. LIMITATION OF LIABILITY

a) There shall be no limitation of liability in case of any damages for bodily injury (including death) and damage to real property and tangible personal property.

b) This Agreement does not grant or create any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective Parties to this Agreement , as the case may be.

c) Any claim or series of claims arising out or in connection with this Agreement shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within a period of Eighteen (18) months from the date when the cause of action first arose or within such longer period as may be permitted by applicable law without the possibility of contractual waiver or limitation.

d) The CHiPS shall be entitled to claim the remedy of specific performance under this Agreement.

e) Except for damages mentioned in Article 17.2 (a), the Partner's aggregate liability under this Agreement in respect of any or all claims arising under this Agreement shall not exceed the aggregate amount received by the Partner.

f) SI's aggregate liability for damages shall be capped at 100% of the value of the Agreement (TPO) provided that this limit shall not apply to 1) the bodily injury (including death) and damage to real property and tangible personal property caused by SI's negligence and/or 2) the intellectual property infringement claims as per ARTICLE 13.

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

h) Title and Risk of Loss. SI shall bear the risk of loss on Assets; up to the time they are transferred and handed over to the CHiPS - after which it shall stand transferred to the CHiPS. SI shall arrange and pay for insurance to cover such item until it is transferred and even after the transfer of the Assets till the insurance policies come up for a renewal.

17.3. DATA PROTECTION

a) In the course of providing the Services the SI may be compiling, processing and storing proprietary e-Procurement Project Data relating to the users.

b) The SI and each user are responsible for complying with its respective obligations under the applicable data protection laws and regulations governing the e-Procurement Project Data.

c) The SI is required to perform or adhere to only those security measures concerning the e-Procurement Project Data which were in place (i) as of the Effective Date; and (ii) those made available to it in writing from time to time in accordance with the agreement.

d) As a processor of e-Procurement Project Data, the SI will process e- Procurement Project Data in accordance with the Agreement

e) The SI shall not transfer any e- Procurement Project Data unless otherwise authorized by the CHiPS in this regard.

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

ARTICLE 18: MISCELLANEOUS

18.1. Entire Agreement

a) This Agreement shall constitute the entire agreement amongst the Parties hereto in respect of the subject matter hereof. If there is any aspect of the Project not covered by any of the provisions of this Agreement, then and only in that event, reference may be made by the Parties to the bid documents, inter alia including the clauses and materials of all the specifications, terms and conditions of RFP, issued by the CHiPS and also including the addendums, clarifications given in writing in the pre-bid meetings and the submissions of SI and the bid submitted by SI but not otherwise. In case of any contradictions in the terms of this Agreement and any such other bid documents as referred to above, the terms of this Agreement shall prevail.

b) This Agreement, including all documents incorporated herein by reference, constitutes the complete and final agreement between the CHiPS and SI with respect to the subject matter hereof, and supersedes all prior or contemporaneous negotiations, written or oral understandings and agreements, between the Parties regarding such subject matter.

c) This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

18.2. Notices.

a) Except expressly otherwise provided in this Agreement, any notice or other document, which may be given by either Party under the Agreement, shall be given in writing in person or by pre-paid recorded delivery post or by facsimile transmission or by email.

b) All the notices will be initiated by the designated officers of the respective Parties

c) In relation to a notice given under the Agreement, any such notice or other document shall be addressed to the other Party's address as set out below:

CHiPS:

<<Designation>>

<<Company Name>>

<<Address>>

Email Address:

Tel:

System Integrator:

<<Designation>>

<<Company Name>>

<<Address>>

Email Address:

Tel:

d) Any notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) between the hours of 9.00 am and 5.00 pm (or on the next Working Day thereafter if delivered outside such hours) 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 between the hours of 9.00 am and 5.00 pm (or on the next Working Days thereafter if delivered outside such hours), and 7 Working Days from the date of posting (if by letter under Regd. AD)

e) Either Party to the Agreement 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.

18.3. Independent Contractors

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

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

18.4. Sub-Contractors.

a) SI shall not subcontract any work related to the core activities of the e-procurement project like the operations at data centres, disaster recovery centres, public key

infrastructure and the payment gateway to be performed under this Agreement without the CHiPS's prior written consent.

b) Except as provided in Clauses below, SI will not subcontract all or any part of the Services without CHiPS's consent, which will not be unreasonably withheld.

c) CHiPS's consent under Clause above is not required with respect to (i) SI Affiliates; (ii) subcontractors that provide services customarily purchased from third-party vendors such as facilities maintenance, hardware and software maintenance, security, storage and other ancillary services; (iii) sub-contractors proposed in the tender submitted by the SI or (iii) any subcontractor not dedicated to CHiPS or any subcontractor who is providing services in a shared environment.

d) Any sub-contracting by SI shall be as per the terms of the Agreement. It is understood by the Parties that SI shall be liable for any such subcontracting and further SI shall be the principal employer for all claims arising from the liabilities statutory or otherwise, concerning the sub-contractors. SI undertakes to indemnify the CHiPS or its nominated agencies from any claims on the grounds stated hereinabove.

e) SI will remain responsible for obligations under this Agreement performed by any SI subcontractors to the same extent as if such obligations were performed by SI's employees. SI will remain CHiPS's sole point of contact regarding the Services. Any reference in this Agreement to CHiPS granting a right to, or conferring a benefit upon, SI in order to facilitate the provision of the Services will be deemed to include SI's subcontractors unless the context indicates otherwise.

f) If CHiPS expresses any concerns to SI regarding bona fide performance issues with any SI subcontractors, SI will cooperate with CHiPS to resolve such concerns on a mutually acceptable basis.

18.5. Authority for Assignment.

a) All terms and provisions of this Agreement shall be binding on and shall inure to the benefit of both the Parties and their respective successors and permitted assigns.

b) SI shall not assign this Agreement or any part hereof or any benefit or interest therein without the prior written consent of the other Party; provided, however, SI may assign this Agreement (i) to any of its Affiliates and (ii) to any entity that acquires all or substantially all of the assets of such Party or to successor in a merger or acquisition of such Party.

c) In the event of an assignment of this Agreement pursuant to the previous clause, the SI will not be released from any of its liabilities or obligations hereunder. In the event of any permitted assignment of this Agreement by either Party, the designated assignee will assume, in writing (in form and substance reasonably satisfactory to the other Party), the rights and obligations of the assigning Party under this Agreement.

d) The CHiPS may assign or novate this Agreement in whole or as part of a reorganization, restructuring, consolidation, merger, or as per the decisions of GoC.

e) In the event of an assignment of this Agreement by SI pursuant to the previous clauses, CHiPS retains the right to reject the assignment, if it finds that the assigned party has (i) conflict of interest with the e-procurement operations (ii) been black

listed by GoC (iii) does not have the financial strength to operate the e-procurement project as per the agreement.

18.6. Compliance with Laws and Regulations.

a) Notwithstanding any other provision of this Agreement, each Party will retain responsibility for its compliance with all applicable laws and regulations relating to its respective business and facilities and the provision of services to third parties, including applicable export laws, regulations and orders. In performing their respective obligations under this Agreement, neither Party will be required to undertake any activity that would violate any applicable laws or regulations.

b) SI shall maintain processes and procedures relating to the Services in accordance with the written requirements delineated in advance by CHiPS to meet CHiPS's internal control requirements. CHiPS retain responsibility for compliance with regulatory requirements that pertain to its business. In the event that CHiPS wishes to make changes to the internal control requirements, they shall be submitted in accordance with the System or Contract Change Control processes (as applicable) set out in the Agreement. SI will periodically certify to CHiPS, SI's compliance with the agreed-upon processes and procedures.

c) Tampering with the e-procurement system, databases, information in the system, access rights, control mechanisms etc. by the new SI in violation of this agreement shall be governed by the relevant clauses in the IT Act, 2010

18.7. Specific Performance.

SI acknowledges and agrees that the CHiPS would suffer irreparable loss and damage in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached. Accordingly, SI agrees that CHiPS shall be entitled to an injunction or such other equitable relief without notice to SI to prevent any breach of the provisions of this Agreement and to enforce this Agreement specifically and the terms and provisions hereof in any action instituted in any court having jurisdiction over the Parties and the matter, in addition to any other remedy to which the CHiPS may be entitled, at law or in equity.

18.8. Severability.

If any provision of the Agreement, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of the Agreement or the remainder of the provisions in question which shall remain in full force and effect. The 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.

18.9. Waiver.

a) No waiver of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision. No failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by a Party of any breach by any other Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

b) 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:-

i. shall be in writing

ii. 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;

iii. shall be executed by a duly authorized representative of the Party; and

iv. shall not affect the validity or enforceability of this Agreement in any manner.

18.10. Survival

The termination of this Agreement shall in no event terminate or prejudice (a) any right or obligation arising out of or accruing under this Agreement attributable to events or circumstances occurring prior to such termination; (b) the provisions of this Agreement that by their nature are intended to survive the termination of this Agreement, including without limitation the provisions dealing with the Representations and Warranties of the Parties, Termination, Confidentiality, Indemnity Arbitration, Non-Solicitation, Governing Law and Notice respectively.

18.11. Variations and Further Assurance

a) No amendment, variation or other change to this Agreement shall be valid unless authorised in accordance with the change control procedure as set out in the Change Control Schedule set out in Schedule VI of this Agreement. Such amendment shall be made in writing and signed by the duly authorised representatives of the Parties to this Agreement.

b) Each Party to this Agreement agrees to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in this Agreement.

18.12. Professional Fees

All expenses incurred by or on behalf of each Party to this Agreement, 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 other supplementary agreements shall be borne solely by the Party which incurred them.

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

For and on behalf of President of India through:	**For and on behalf of SI**
	An authorized signatory duly nominated pursuant to Board Resolution No.
(<<Name>>)	(<<Name>>)
<<Designation>> CHiPS	<<Designation>> <<Company Name>>
Date:	**Date:**
Place: Raipur	**Place: Raipur**
Witnessed by: **1.** **2.**	**Witnessed by:** **1.** **2.**

SCHEDULE I: DELIVERABLES AND DELIVERY SCHEDULE and management of scope of work

<<<Refer Volume I of RFP>>>

SCHEDULE II: PERSONNEL

1. The List of Key Personnel.

Sl. No	Name	Proposed Position	Relevant Experience	Key Project handled
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				

2. The Procedure for Replacing Key Personnel.

a) SI will give an advanced notice in writing of not less than four weeks on its intention to replace the core team member.

b) After getting the approval of the CHiPS, SI will propose an equivalent profile as replacement to the CHiPS.

c) The CHiPS or its authorized representative will evaluate the profile and indicate the acceptance / rejection of the profile. The CHiPS may seek a personal interview of the person being proposed.

d) After getting the approval of the CHiPS, SI will ensure that there will be sufficient time for the replacement person to work with the person being replaced, for transferring the Project specific knowledge to him/her.

e) If the proposed profile is rejected by the CHiPS, SI will provide alternate profiles, till there is an acceptable profile.

f) The costs associated with replacements like conducting interviews, travel costs of the replacement profile will be completely borne by SI.

g) The format for submitting the profiles of replacement for core team members should be as below:-

Name of the person	
Role in the Project	
Qualification	
Total number of years of experience	
Number of years with the current company (the bidder)	
Functional area / expertise	
Area of certification	
Number of complete life cycle implementations carried out	
The names of customers. (Please provide the relevant names)	
The functional areas /processes implemented	

SCHEDULE III: ASSET REGISTER

Initial bill of materials and asset management procedures

1. Hardware Assets

• Category	•
• Ownership	•
• Numbers	•
• How it is used/Usage	•
• The main functions	•
• Supplier/maker	•
• Brand name	•
• Specifications	•
• Identification No. if any	•
• Location	•
• Date of manufacture	•
• Date of installation	•
• Warranty conditions	•
• Associated systems / hardware	•
• Responsibility for maintenance	•

2. Critical SI Licensed Software.

• Category	•
• Ownership	•
• How it is used/Usage	•
• The main functions	•
• Supplier/maker	•
• Brand name	•
• Specifications or main functions it addresses	•
• Identification No. if any	•
• Version	•
• Location of installation	•
• Date of introduction	•
• Date of installation	•
• End user license agreement, reference	•
• The modules	•
• The usage metrics and actual	•

metrics	
• AMC conditions	•
• Escrow if any and reference	•
• Associated systems / hardware	•
• Responsibility of SI	•
• Responsibility of OEM	•

3. Third party software

• Category	•
• Ownership	•
• How it is used/Usage	•
• The main functions	•
• Supplier/maker	•
• Brand name	•
• Specifications or main functions it addresses	•
• Identification No. if any	•
• Version	•
• Location of installation	•
• Date of introduction	•
• Date of installation	•
• End user license agreement, reference	•
• The modules	•
• The usage metrics and actual metrics	•
• AMC conditions	•
• Escrow if any and reference	•
• Associated systems / hardware	•
• Responsibility for maintenance	•

4. SI software/Assets

• Category	•
• How it is used/Usage	•
• The main functions	•
• Brand name	•
• Specifications or main functions it addresses	•

• Identification No. if any	•
• Version	•
• Location of installation	•
• Date of introduction	•
• Date of installation	•
• The usage conditions	•
• The upgrade conditions	•
• Escrow if any and reference	•
• Associated systems / hardware	•

5. CHiPS supplied assets

• Category	•
• Ownership	•
• How it is used/Usage	•
• The main functions	•
• Supplier/maker	•
• Brand name	•
• Specifications or main functions it addresses	•
• Identification No. if any	•
• Version	•
• Location of installation	•
• Date of introduction	•
• Date of installation	•
• The transferring conditions	•
• The usage metrics and actual metrics	•
• AMC conditions	•
• Escrow if any and reference	•
• Associated systems / hardware	•
• Responsibility for maintenance	•

6. CHiPS/GoC owned assets

• Category	•
• How it is used/Usage	•
• The main functions	•
• Brand name	•

• Specifications or main functions it addresses	•
• Identification No. if any	•
• Version	•
• Location of installation	•
• Date of introduction	•
• Date of installation	•
• The usage conditions	•
• Escrow if any and reference	•
• Associated systems / hardware	•

7. Third-party contracts

• The purpose	•
• The agencies	•
• Date of agreement	•
• Conditions for transfer	•

SCHEDULE IV: PRICING

- **Tables: Unit Rates for Supplementary Work / Services/ Resources:**
  - **<<To be filled up after the finalization of the bidder>>**
  - **Blended Person-month Quote for 40 Person-months**
  - **<<To be filled up after the finalization of the bidder>>**

SCHEDULE V: TERMS OF PAYMENT SCHEDULE

1. This Project is a service delivery based project and not simply a project involving supply of goods and construction of works. Hence, the payment will be made only if the Services are rendered by the System Integrator as agreed upon.

2. Performance Bank Guarantee

a) A Performance Bank Guarantee ("PBG") will be issued in the form of a bank guarantee by (.....SI's BANK.....) through a Scheduled Indian Bank for a sum equal to 10% of the Agreement value. The PBG should be valid for a period of 90 days beyond the operative period of Agreement.

b) In case any claims or any other Agreement obligations are outstanding, the System Integrator will extend the Performance Bank Guarantee as asked by the CHIPS till such time the System Integrator settles all claims and completes all Agreement obligations.

c) The Performance Bank Guarantee will be subject to encashment by the CHIPS, in case, conditions regarding adherence to delivery schedule, settlement of claims and other provisions of the Agreement are not fulfilled by the SI.

d) In case the Agreement is extended, the Performance Bank Guarantee has to be valid for 90 days beyond the extended period.

(Note: The specimen of the Performance Bank Guarantee is provided in the Volume II of RFP)

3. Payment Schedules and Milestones

a) General

40% of the Invoice Amount would be paid to the Partner within 5 working days of the receipt of the claim by the CEO CHiPS, e-Procurement. 60% of the Invoice Amount would be subjected to the evaluation of performance against the SLA in respect of that month, which would be completed within 15 days from the receipt of claim by the CEO CHiPS. The net Invoice Amount will be arrived at after deducting the penalties for lower performance and breaches. The net amount so arrived at, would be

paid to the partner within 5 working days from the date of arriving at net Invoice Amount by the CEO CHiPS, e-Procurement.

b) Payments in event of the expiry of this Agreement

i. In the event of the expiry of this Agreement, the CHiPS shall retain the Performance Bank Guarantee till their validity period. During this period the Performance Bank Guarantee will be released provided an agency appointed by CHiPS will certify and CHiPS 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.

ii. CHiPS will not pay any costs of System Integrator's conduct of business.

iii. There will be no payments by CHiPS to SI to compensate for loss of business or wrong calculations in the work with CHiPS. Costs of any investments to ensure service delivery will be borne by SI.

iv. SI shall not be entitled to any payment consequent upon transfer of assets to CHiPS pursuant to this agreement on its expiry as the value of the assets stands realized during the lifetime of this agreement through Equated Quarterly Payments.

c) Payments in event of the Force Majeure

i. In the event of a termination due to failure to resume normal operations after a Force Majeure event as stated in Article 7 of this Agreement the SI shall be entitled to receive and appropriate the proceeds of any insurance obtained by it in addition to the market price of all functional Assets, prevailing on the date of termination, which is defined as cost of purchase of all functional Assets less depreciation if any, till date of termination, less payments already made by CHiPS.

SCHEDULE VI: CONTRACT CHANGE CONTROL

1. Purpose:

a) The Parties will comply with the following Contract Change control procedures to revise, amend, alter or otherwise change the Services being provided under this Agreement. These procedures do not apply to changes that result in New Services, changes to asset register, changes to the system or service levels, which are initiated in accordance with Schedule XII.

b) This Schedule applies to and describes the procedure to be followed in the event of any proposed change (whether in scope or out of scope) to the scope of work. Such change shall include, but shall not be limited to, changes in the scope of services provided by SI, pursuant to this Agreement and changes to the terms of payment as stated in the Schedule V.

c) The CHiPS and SI recognize that 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. SI will endeavour to the best of its ability, to effect change without an increase in the terms of payment as stated in the Schedule V and The CHiPS will work with SI to ensure that all changes are discussed and managed in a constructive manner.

2. Change Control Note (CCN).

d) Change requests in respect of the Agreement, the scope of work, the Deliverables, the acceptance criteria for the Deliverables, the Project management, or the Annual Maintenance Services will emanate from the Parties' respective relevant Project representatives 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 given under section 7. CCNs will be presented to the other Party's CEO CHiPS who will acknowledge receipt by signature on the CCN.

e) SI and the CHiPS, 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 pursuant to the Agreement including ancillary and concomitant services required and as detailed in the RFP and is suggested and applicable only after the design, development, testing, acceptance of the application, as set out in this Agreement.

f) Cumulative value of all change requests (for out of scope changes) will be limited to 10% of the TPO.

g) It is hereby also clarified that the costs for the changes will be calculated on the basis of blended person-month cost quoted by SI in its bid and estimated blended person-month effort to be submitted by SI prior to taking up the change of control event and accepted by the CHiPS.

3. Quotation

a) SI shall assess the CCN and complete Part B of the CCN as per section 7. "Cost related estimates and *Charges for Implementation under Change Control Note"* are applicable only for out of scope changes. In completing Part B of the CCN,SI shall provide as a minimum :-

i. A description of the change. This should also provide Name of functionality / feature being changed, Current functionality / feature (prior to change), New functionality / feature (post change)
ii. A list of Deliverables required for implementing the change. A timetable for implementation.
iii. An estimate of the timelines or effort of any proposed change.
iv. The unit of measure to cost the change (either the resource cost as indicated in the proposal or as a work element as mentioned in the proposal of SI).
v. Any relevant acceptance criteria.
vi. An assessment of the value of the proposed change.
vii. Material evidence to prove that the proposed change is not already covered within the scope of the Project and the Implementation Services.
viii. Description of the circumstances which influenced the origin of this change.
ix. Alternative options possible to address the change if any and the implications of these alternative options.
x. Detailed break up of various categories of activities to be performed for implementing a proposed change along with details on where re-usable components are used to reduce the efforts
xi. Details on software change estimation method used for the calculation of change effort estimation to provide information on how change is classified in various categories, what all items that require efforts & how efforts are estimated
xii. Underlying Assumptions
xiii. Any other details that the CHiPS would require to assess the effort estimated provided by the System Integrator

b) Prior to submission of the completed CCN to the CHiPS, or its nominated agencies, SI will undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, SI shall consider the materiality of the proposed change in the context of the Agreement, the scope of Implementation Services, the Deliverables, the Project Management, Operation and Maintenance affected by the change and the total effect that may arise from implementation of the change.

c) Materiality criteria will be established by the CHiPS and SI's CEO CHiPS. Changes requiring no escalation of authority can be implemented. Discussion and agreement as to materiality will be held in accordance with the Schedule VII.

4. Costs.

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

5. Reporting.

- Change requests and CCNs will be reported monthly to each Party's Programme Managers who will prioritize and review progress.

6. Obligations.

- SI shall be obliged to implement any proposed changes once the approval in accordance with clauses above has been given, with effect from the date agreed for implementation.

7. Change Control Note

Change Control Note	**CCN Number:**
Part A: Initiation	
Title:	
Originator:	
Sponsor:	
Date of Initiation:	
Details of Proposed Change	
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)	
Authorized by THE	Date:

CHiPS	
Name:	
Signature:	
Received by the SI	Date:
Name:	
Signature:	

Change Control Note	**CCN Number:**
Part B : Evaluation	
(Identify any attachments as B1, B2, and B3 etc.) Changes to Services, charging structure, payment profile, Documentation, training, services and component working arrangements and any other contractual issue.	
Brief Description of Solution:	
Impact:	
Deliverables:	
Timetable:	
Charges for Implementation: (including a schedule of payments)	
Other Relevant Information: (Refer to Clause 3 (a))	
Authorized by the SI	**Date:**

Name:	
Signature:	
For the CHiPS and its nominated agencies	**For SI**
Signature	Signature
Name	Name
Title	Title
Date	Date
Change Control Note	**CCN Number :**
Part C : Authority to Proceed	
Implementation of this CCN as submitted in Part A, in accordance with Part B is: (tick as appropriate)	
Approved **Rejected** **Requires Further Information** (as follows, or as Attachment 1 etc.)	
For the CHIPS and its nominated agencies	**For SI**
Signature	Signature
Name	Name
Title	Title
Date	Date

SCHEDULE VII: GOVERNANCE

1. Purpose of this Schedule

a) Establishing and maintain the formal and informal processes for managing the CHiPS and SI relationship (including the outputs from other Schedules to this Agreement;

a) Defining the principles that both Parties wish to follow to ensure the delivery of the Services;

b) Ensuring the continued alignment of the interests of the Parties;

c) Ensuring that the relationship is maintained at the correct level within each Party;

d) Creating the flexibility to revise and maintain the relationship and this Agreement during the Term;

e) Setting out the procedure for escalating disagreements;

f) Enabling administration of the agreement, the e-procurement project and performance management.

2. The Governance Structure

a) There will be a two tier formal Governance Structure for managing the Project, with additional units for support

b) The formal entities will be
   i. The Empowered Committee (EC)
   ii. The project Management Committee (PMC)
      a. Sub-committee for strategic guidance

c) The support structure will consist of
   i. Project Management Unit

3. Empowered Committee (EC)

a) EC is formed under the Chairmanship of Chief Secretary, GoC and consisting of the following as the ex-office members
   i. Secretary, D/o Information Technology.
   ii. Secretary, Finance, GoC
   iii. Secretaries of other major user departments.
   iv. CEO, CHiPS member and the convenor

b) The Committee will be responsible for the following
   i. All the financial related matters of the e-procurement
   ii. Review the progress, adoption and performance
   iii. Resolve policy issues related to e-procurement
   iv. Approve changes to contract conditions

v. Ratify the changes to system, services, asset registers
vi. Informal dispute resolution

4. Project Management Committee (PMC)

a) The project management Committee is constituted to ensure the delivery of services and to monitor the functioning on a continuous basis. The committee will consist of the following members
   i. Secretary, IT as Chairman
   ii. CEO CHiPs, Convenor
   iii. HODs of 5 major user departments
   iv. Xxxxx
   v. CEO CHiPS CHiPS
   vi. CEO CHiPS SI
   vii. Head of PMU

b) The Committee deals with all technical and operational issues like
   i. E Procurement Adoption
   ii. Service levels
   iii. Performance assessment
   iv. First level escalation for informal dispute resolution
   v. First level approval of contract changes
   vi. Control of Scope of work
   vii. Approval of system changes
   viii. Approval of changes to asset register
   ix. Approval of changes to services and service levels
   x. Decisions on escrow agreements and accounts
   xi. Technology refresh
   xii. Strategic control of e procurement Assets
   xiii. Addition of new services

c) The Project Management Committee will meet formally at least on a quarterly basis at a time and location to be agreed between them. These meetings will cover the following agenda items: (i) consideration of Quarterly Performance Reports; (ii) consideration of matters arising out of the Change Control Schedule; (iii) issues referred for an informal dispute resolution as set out in the Governance Schedule; (iv) matters to be brought before the Project Management Committee in accordance with the agreement and the Schedules; (v) any matter brought before the Project Management Committee by the SI or the CHiPS PMU (vi) any other issue which either Party wishes to add to the agenda.

d) Within 7 days following the Effective Date, CHiPS and the SI shall each appoint an individual person as CEO CHiPS (hereinafter the 'CEO CHiPS'). In the event that either Party wishes to substitute its CEO CHiPS it will do so in the manner in which the original appointment was made and notify the other Party of such substitution as soon as reasonably practicable but at the latest within four days of the substitution.

e) In the event that there is any material factor which affects the delivery of the Services or the terms of payment as stated in the Terms of Payment Schedule, the Parties agree to discuss in the Project Management Committee any appropriate amendment to the Schedules it is authorized to address or any Service Level issues or Statement of Works including any variation to the terms of payment as stated in the Terms of Payment Schedule. Any variation so agreed shall be implemented through the change control procedure as set out in the Change Control Schedule.

In addition to the above members and activities, the PMC shall also have a sub-committee provide strategic advice and support to the PMC on various aspects of the e procurement domain.

a) **Sub-committee on Strategic guidance for the Project:** The PMC shall be supported by a Sub-committee for strategic guidance on the project. The sub-committee shall be made up of a number of key executives from each Party (inclusive of the SI CEO CHiPS and the CHiPS CEO CHiPS), and with technical experts in different aspects of the e-procurement project, which will meet, from time to time, and at such time as its members or the Parties deem appropriate to

   i. Strategic Advice to the e-procurement project
   ii. Technology refresh
   iii. New services
   iv. Security, performance

b) Other than members of the technical experts of SI and CHiPS, who are responsible for day to day operations of the e-procurement project, ChiPS can co-opt experts in the field as members of PAB, to provide strategic advice to the project and facilitate resolve complex technical and operational issues related to the project.
c) In addition, the Parties may mutually agree to increase or decrease the size, purpose or composition of the PAB in an effort for SI to better provide, and for CHiPS to better utilize, the Services.

5. The Project management Unit

a) The project management unit will be constituted as per the general guidelines of the National e-Governance Programme (NeGP) for state projects.

b) It will be headed by the PMU head who will be a procurement domain expert with some IT background essentially drawn from CHiPS or any User department and staffed with experts recruited directly from the market or on deputation from other government departments.

c) This will be purely an operational unit responsible for day to day functioning of the e-procurement project and some of the following key activities

   i. Project documentation

ii. UAT, third party testing

iii. Review of deliverables

iv. Review of technical architecture

v. Review of security, user management, strategic control issues

vi. Oversight on site administration (system, database, network etc.)

vii. Ensuring enforcement of user access, user rights

viii. Coordination with user departments on training, technical issues

ix. Coordinating with SI for depositing the source code with Software Escrow Agent

6. CHiPS CEO CHiPS.

a) During the Agreement Term, CHiPS will designate a senior level individual who will be the primary contact for SI in dealing with CHiPS under this Agreement; The project director will be responsible for

i. will have overall responsibility for managing and coordinating the receipt of the Services; (iii)

ii. will meet regularly with the SI CEO CHiPS;

iii. Will have the authority to make decisions with respect to actions to be taken by CHiPS in the ordinary course of day-to-day management of this Agreement (the "CHiPS CEO CHiPS").

b) The CHiPS project director will also be responsible for the following

i. Change control of the systems

ii. Change management of asset registers

iii. Strategic control of the e-procurement system

iv. Escrow account / agreement management

v. Initiation of change control

vi. First point of escalation of issues related to e-procurement project

7. SI CEO CHiPS

During the Agreement Term, SI will designate an individual who will be primarily dedicated to interface with CHiPS for the e-procurement project, with following activities

i. Will be the primary contact for CHiPS in dealing with SI under this Agreement;

ii. Will have overall responsibility for managing and coordinating the delivery of the Services;

iii. Will meet regularly with the CHiPS Account Representative;

iv. Will have the authority to make decisions with respect to actions to be taken by SI in the ordinary course of day-to-day management of SI's account in accordance with this Agreement (the "SI CEO CHiPS").

v. Technological refresh

vi. Addition of new services if required

c) The SI project director will also be responsible for the following

i. Acting on the Change control requests for the systems

ii. Inputs for the Management of asset registers

iii. Enabling strategic control of the e-procurement system, as per the requirements of CHiPS

iv. Escrow account / agreement management

v. Initiation of change control

vi. First point of escalation of issues related to e-procurement project

vii. Technological refresh

viii. Addition of new services if required

8. Governance Procedures

a) The SI shall document the agreed structures in a procedures manual under the guidance and supervision of the CEO CHiPS of CHiPS.

b) The agenda for each meeting of the Project Management Committee shall be set to reflect the discussion items referred to above and extraordinary items may be added either with the agreement of the Parties or at the request of either Party.

c) The Parties will proceed in good faith so that the Project Management Committee shall resolve the issues and smoothen the performance of the Project.

9. Relationships and liaison with CHiPS Contractors.

a) SI will cooperate with CHiPS and any other third-party contractor employed by CHiPS ("CHiPS Contractors") in the integration, where required, of SI's work under this Agreement with any other services, work, materials and equipment supplied by CHiPS or any CHiPS Contractor. Such cooperation will include providing (i) written requirements, standards and policies for systems operation so that the enhancements or developments of CHiPS Contractors may be operated by SI, as applicable; (ii) assistance and support services to CHiPS Contractors (iii) access to the systems and the architecture configurations to the extent reasonably required for the activities of such CHiPS Contractors.

b) Notwithstanding anything in this Agreement, SI is not required to disclose its Confidential Information to competitors of SI. SI will promptly notify CHiPS if SI determines that an act or omission of a CHiPS Contractor will delay or otherwise impair the provision of Services. CHiPS will be responsible for managing and supervising CHiPS Contractors and for any failure of CHiPS Contractors to comply with CHiPS's applicable obligations under this Agreement.

c) If the work performed by any CHiPS Contractor affects the Services being performed by SI under this Agreement or such CHiPS Contractor otherwise uses resources furnished by SI, CHiPS will use reasonable efforts to ensure that such CHiPS Contractor (i) cooperates with SI; (ii) follows reasonable SI standards, methodologies and procedures (including confidentiality and security procedures); (iii) complies with the licence and confidentiality requirements of vendors of the software on which such CHiPS Contractor is performing work; and (iv) executes, delivers and complies with any customary confidentiality and nondisclosure agreements reasonably required by SI or such vendors. If a CHiPS Contractor notifies CHiPS that it does not in good faith believe that SI standards, methodologies or procedures are reasonable in the industry or appropriate in the particular situation, then CHiPS will so notify SI and the Parties will seek to establish mutually acceptable alternative arrangements.

10. Informal dispute resolution

a) The Parties shall first submit any dispute or disagreement between the Parties arising out of or relating to and/or in connection with this Agreement or any Service Level Agreement or Scope of Work as detailed in PEDD which is not a Material Breach as stated in Article V of this Agreement (a "Disputed Matter") to the CEO CHiPS CHiPs,. In case the Disputed Matter remains unresolved, the same shall be then submitted to Empowered Committee of the Project

b) In order formally to submit a Disputed Matter to the aforesaid fora, one Party ("Claimant") shall give a written notice ("Dispute Notice") to the other Party. The Dispute Notice shall be accompanied by (a) a statement by the Claimant describing the Disputed Matter in reasonable detail and (b) documentation, if any, supporting the Claimant's position on the Disputed Matter.

c) The other Party ("Respondent") shall have the right to respond to the Dispute Notice within 7 days after receipt of the Dispute Notice. In the event that the fora are unable to resolve the Disputed Matter within a further period of 7 days, it shall refer the Disputed Matter to next level of the dispute resolution for action.

d) All negotiations, statements and/or documentation pursuant to these Articles shall be without prejudice and confidential (unless mutually agreed otherwise).

e) If the Disputed Matter is having a material effect on the operation of the Services (or any of them or part of them) the Parties will use all their respective reasonable endeavours to reduce the elapsed time in reaching a resolution of the Disputed Matter.

11. Alternative Dispute Resolution

a. The Adjudicator nominated to consider a dispute referred to him shall be selected from the relevant panel of experts appointed in accordance with the following:
   i. There shall be two set of experts, one in respect of technical matters related to e-procurement and e-governance solutions (the "Technical Panel") and another in respect of financial and contractual matters (the "Commercial Panel"). All the experts on each panel shall be wholly independent of the SI, the CHiPS, the relevant Sub-Contractor and any of the major competitors of the SI or relevant Sub-Contractor
   ii. The Technical Panel shall be comprised of two (2) experts who shall be appointed jointly by the SI and the CHiPS. Such appointments shall take place within [30] days of the decision by the EC to refer the matter for alternate dispute resolution.
   iii. The commercial Panel shall be comprised of Two [2] experts who shall be appointed jointly by the SI and the CHiPS. Such appointments shall take place within [30] days of the decision by the EC to refer the matter for alternate dispute resolution
   iv. If the CHiPS and the SI are unable to agree on the identity of the experts to be appointed to the panel(s), The EC shall appoint such expert(s) within 30 days of any application for such appointment by either party.
b. Within 7 days of notification in relation to a particular dispute, the Adjudicator shall require the parties to submit in writing their respective arguments. The Adjudicator shall, in his absolute discretion, consider whether a hearing is necessary in order to resolve the dispute.
c. In any event, the Adjudicator shall provide to both parties his written decision on the dispute, within 28 days of appointment (or such other period as the parties may agree after the reference, or 42 days from the date of reference if the party which referred the dispute agrees). Unless the parties otherwise agree, the Adjudicator shall give reasons for his decision. Unless and until revised, cancelled or varied by the

Arbitrator, the Adjudicator's decision shall be binding on both parties who shall forthwith give effect to the decision.

d. The Adjudicator's costs of any reference shall be borne as the Adjudicator shall specify or, in default, equally by the parties. Each party shall bear its own costs arising out of the reference, including legal costs and the costs and expenses of any witnesses.
e. The Adjudicator shall be deemed not to be an arbitrator but shall render his decision as an expert and the provisions of the Indian Arbitration and Conciliation Act, 1996 and the law relating to arbitration shall not apply to the Adjudicator or his determination or the procedure by which he reached his determination.
f. The Adjudicator shall act impartially and may take the initiative in ascertaining the facts and the law. The Adjudicator shall have the power to open up, review and revise any opinion, certificate, instruction, determination or decision of whatever nature given or made under this Contract.
g. All information, data or documentation disclosed or delivered by a party to the Adjudicator in consequence of or in connection with his appointment as Adjudicator shall be treated as confidential. The Adjudicator shall not, save as permitted by Clause on Confidentiality, disclose to any person or company any such information, data or documentation and all such information, data or documentation shall remain the property of the party disclosing or delivering the same and all copies shall be returned to such party on completion of the Adjudicator's work.
h. The Adjudicator is not liable for anything done or omitted in the discharge or purported discharge of his functions as Adjudicator unless the act or omission is in bad faith. Any employee or agent of the Adjudicator is similarly protected from liability.
i. either party is dissatisfied with or otherwise wishes to challenge the Adjudicator's decision made in accordance, then either party may (within [28] days of receipt of the Adjudicator's decision, where appropriate), notify the other party of its intention to refer the dispute to arbitration.
j. The Arbitrator shall have the power to open up, review and revise any opinion, certificate, instruction, determination or decision of whatever nature given or made under this Contract, to vary or cancel the decision of the Adjudicator and, where appropriate, to order financial compensation to be paid by one party to the other.
k. The parties shall continue to comply with, observe and perform all their obligations hereunder regardless of the nature of the dispute and notwithstanding the referral of the dispute for resolution under this Clause and shall give effect forthwith to every decision of the Adjudicator and the Arbitrator delivered under this Clause.

SCHEDULE VIII: EXIT MANAGEMENT

1. Purpose

a) This Schedule sets out the provisions, which will apply prior to the expiry of the Agreement or termination of the Agreement is initiated, or when CHiPS intends to facilitate an understanding of the operations and the systems for CHiPS or any nominee/s of CHiPS and during the Project implementation, operation and management SLA.

b) It sets out the provisions which will ensure that CHiPS will be able to offer the services to its Stakeholders without any interruptions on expiry or termination of the Agreement.

c) Continuity and performance of the Services at all times including the duration of the Agreement and post expiry of the Agreement is a critical requirement of the CHiPS. It is the prime responsibility of SI to ensure continuity of service at all times of the Agreement including exit management period and in no way any facility/service shall be affected/degraded. Further, SI is also responsible for all activities required to train and transfer the knowledge to the Replacement SI to ensure similar continuity and performance of the Services post expiry of the Agreement. SI will be required to carry out a gap analysis of the facilities and arrangements made by the Replacement SI and specifically inform CHiPS. It sets out the mechanisms for Exit Management Services the System Integrator is to provide on termination or prior to expiration of the Agreement to allow the orderly and efficient transition of the Services to CHiPS or its nominee.

d) It sets out the mechanisms for managing the knowledge enablement services the System Integrator has to provide to allow the CHiPS to create an understanding of the operations and technology of the systems for itself or its nominees or any designated agencies.

2. Initiation.

a) The provisions for Exit Management Services are invoked at least six months prior to the expiry of the Agreement or on the day of notice of termination in case of termination till the time exit management services are executed to the satisfaction of the CHiPS.

b) The CHiPS has the right to alter in consultation with the SI, the timelines mentioned here based on the circumstances prevailing at the time of availing the Exit Management Services.

c) However if the CHiPS in the intervening period invokes the provisions of the Agreement and extends the term of the Agreement for the particular service, the provisions of the schedule will not come into effect at that time but at the expiry of such extended period, provisions of this Schedule of the Agreement shall apply.

d) Both the Parties of this Agreement shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

3. Duration of the Exit Management Services

a) The exit management services will be available to CHIPS or its nominees or the Replacement SI till all tasks set out in the Exit Management Plan (which has been duly approved in writing by the CHiPS) have been completed.

b) The exit management services will be available to CHiPS or its nominees of the Replacement SI till the acceptance criteria set out in the Exit Management Plan have been met, as determined by CHiPS.

c) The objective is to ensure that CHiPS will be able to offer the services to its stake holders without any interruptions on expiry or termination of the Agreement will be the key determinant to assess the completion of Exit Management Services.

4. Obligation during Exit Management Period

a) Within 7 days of initiation of Exit Management Services the SI shall provide an updated list of Assets being transferred to CHiPS and notify the core team.

b) During Exit Management Period, the Parties shall, subject where applicable to the provisions of this Article , continue to perform such of their respective obligations under this Agreement which are capable of being performed with the object, as far as possible, of ensuring continued availability of the project facilities and Services to the users, failing which the Party in breach shall compensate the other Party for any loss or damage occasioned or suffered on account of the underlying failure/breach.

c) In performing the Exit Management Services, System Integrator will ensure the Services and day-to-day operations are not detrimentally affected subject to any agreed disruptions or outages as specified in the Exit Management Plan.

d) Before removing any document, equipment, software or other property or asset from any CHiPS facility used by System Integrator to perform the Exit Management Services, System Integrator will give notice to CHiPS identifying the property/asset (in sufficient detail to inform CHiPS of the nature and ownership of the asset).

e) System Integrator will not remove any asset without CHiPS's prior consent, which will not be unreasonably withheld, and will comply with the reasonable procedures established by CHiPS for the removal of asset from CHIPS facilities.

f) CHiPS will assign personnel with relevant background knowledge (or will ensure that its nominee provides such personnel if the Exit Management Services are meant for transitioning the CHiPS systems and its operations to a replacement SI).

g) The SI will deploy the right personnel with relevant background knowledge for Exit Management to ensure efficient and timely completion of the Exit Management activities.

h) The Exit Management Services as per the accepted plan will come into effect when each party will appoint, and notify the other party of, a suitably qualified representative to act as its single point of contact for the Exit Management Services.

i) For the purposes of this Schedule, anything in the possession or control of the SI, the employees of SI, associated entity, or sub-contractor is deemed to be in the possession or control of the SI.

j) SI will involve the services of the subcontractors if required but with the prior permission of the CHiPS, for the purpose of executing the exit management plans, without any costs for the CHiPS.

k) The task of SI with reference to the Exit Management is deemed to be complete only when the CEO CHiPS of the CHiPS issues a satisfactory completion certificate for the Exit Management Plan.

5. Exit Management Plan

a) The SI shall provide the CHiPS or its nominated agency with a recommended exit management plan ("Exit Management Plan") within twelvemonths of signing the Agreement.

b) The SI is required to revise the plan if required based on the suggestions of CHiPS or its nominees.

c) This Exit Management Plan shall be furnished in writing to the CHiPS or its nominated agencies.

d) The SI shall update the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date and make it available to CHiPS or its nominees.

e) The key focus of the Exit Management Plan will be to ensure that using the plan CHiPS will be able ensure that the services to its stake holders are continued to be provided without any disruptions.

f) The Exit Management Plan shall deal with the following aspects of the exit management in relation to the Agreement as a whole or the particular service of the Agreement and in relation to the Project Implementation, and the Operation and Management SLA.

g) The Exit Management Plan will include a thorough description of the following

i. The SI's overall methodology and approach to complete Transition, including the Transition phases and dates of the phases relative to the Effective Date.

ii. The activities and the major deliverables

iii. The acceptance criteria relating to each of the Transition Deliverables.

iv. The milestone dates related to each of the Transition Deliverables.

v. How the SI will work with the existing provider(s) and other Third-Party Vendors in a manner that will facilitate a seamless transfer of service (and clearly identify the risks it envisages and how its solution and approach mitigates the impact of these risks)

vi. The roles and responsibilities of the Parties during the Transition Period. For all tasks for which SI identifies CHiPS responsibilities, SI is to describe the level of CHiPS effort anticipated, including an estimate of resources needed (number of hours, by role or title, by activity, and by month).

vii. A detailed program with structure, resource loading, responsibilities, etc of the transition process that could be used in conjunction with a Replacement SI or the CHiPS's Project team or any agency/organization nominated by CHiPS.

viii. The 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.

h) The SI will develop a project plan as part of the Exit Management Plan, which will detail the specific tasks and activities to be performed as part of the Exit Management, including the name of each task or activity, the start and stop dates, the required resources, the dependencies between tasks, and the completion percentage.

i) The SI will consult with CHiPS to add any CHiPS tasks into the Exit Management Plan that are deemed necessary by the Parties to ensure a complete and integrated approach to Transition planning and Project Management.

j) The Exit Management Plan would also elaborate the following

i. Plans for the communication with such of SI's sub-contractors, staff, suppliers, and any related third party as are necessary to avoid any material detrimental

impact on Project's operations as a result of undertaking the transfer due to termination or expiry.

ii. A comprehensive list of assets to be transferred.

iii. The proposed arrangements for the segregation of communication means (including but not limited to transfer of data in electronic forms, emails etc.) from the networks employed by the CHIPS and identification of specific security tasks necessary for ensuring this.

iv. Plans for provision of contingent support to the CHiPS and Replacement SI for a reasonable period as per the CHiPS's requirement after transfer.

v. The acceptance mechanisms for the different deliverables and the successful completion of exit management.

k) Each Exit Management Plan shall be presented by the SI to and approved by the CHiPS or its nominated agencies.

l) The Exit Management Plan is considered a valid plan and used implement the transition work only when it is approved by CHiPS or its nominee.

m) In developing or changing the Exit Management Plan, SI will not impose any additional obligations on CHiPS, or change the CHiPS's Exit Management obligations specified in the draft Exit Management Plan (including their timing), without CHiPS's approval.

n) SI will have responsibility for all costs associated with SI Personnel (including staff of any Subcontractors), equipment, Software, or other resources required to execute and will manage the Exit Management Plan. CHiPS shall only be responsible for the costs associated with CHiPS personnel participating in the Transition and only to the limit agreed by the Parties in the Exit Management Plan.

6. Exit Management Services

The following are some of the key services which will be provided by the SI as part of the Exit Management Services

a) Provide CHiPS or its nominee with the current media management or other storage media listing of inventory.

b) Provide CHiPS or its nominee with any incident logs reporting back at least two (2) years before the Termination Date or Expiration End Date.

c) Identify, record, and provide to CHiPS or its nominee control release levels for system Software.

d) If requested by CHiPS, freeze all or any discretionary Software changes, other than modifications necessary to address processing problems.

e) Provide and coordinate assistance in notifying System Integrator's outside vendors of the procedures to be followed.

f) Review all test, data and production Software libraries with CHiPS or its nominee's operations staff.

g) Provide reasonable assistance to CHiPS or its nominee in establishing or transferring naming conventions.

h) Subject to the intellectual property provisions of this Agreement, document and deliver all tools and databases used to provide the Exit Management Services, including those for tracking projects and service information requests, and those used for knowledge transfer.

i) Deliver technical specifications and materials, and user documentation for the Software to CHiPS or its nominee.

j) Assist CHiPS or its nominee in making arrangements for the physical de-installation, transportation, and relocation of equipment and physical assets.

k) Provide documentation and diagrams, including IP addressing schema, architecture data network diagram, managed device thresholds, and configurations.

l) Provide copies of CHiPS data and offsite storage of production data, as reasonably requested.

7. Cooperation and Provision of Information

a) The SI will allow the CHiPS 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 CHiPS to assess the existing services being delivered.

b) The SI shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (whether provided by the SI or sub-contractors appointed by the SI).

c) The CHiPS shall be entitled to copy of all such information including details pertaining to the services rendered and other performance data. The SI shall permit

the CHiPS or its nominated agencies to have reasonable access to its employees and facilities as reasonably required by the CHiPS or its nominated agencies to understand the methods of delivery of the services employed by the SI and to assist appropriate knowledge transfer.

8. Right to access to the premises

a) At any time during the Exit Management Period, where Assets are located at the SI's premises, the SI shall 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) CHiPS, and/or any Replacement SI in order to make inventory of the assets or Assets.

b) The SI shall also give CHiPS, or Replacement SI or nominees of CHiPS right of reasonable access to the SI's premises and shall procure CHiPS and any Replacement SI rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the Agreement as is reasonably necessary to migrate the services to CHiPS, or a Replacement SI.

9. Confidential Information, Security and Data.

a) SI will promptly on the commencement of the exit management period, hand over to the CHIPS the following:-

   i. Information relating to the current services rendered and customer satisfaction surveys and performance data relating to the performance of sub-Contractors in relation to the services.

   ii. Documentation relating to Project's Intellectual Property Rights.

   iii. The Data belonging to the CHiPS and Confidential Information.

   iv. Documentation relating to sub-contractors (if any).

   v. All current and updated data of the Project as is reasonably required for purposes of the CHiPS or its nominated agencies transitioning the services to its Replacement SI in a readily available format nominated by the CHiPS

b) All other information (including but not limited to documents, records and contracts) relating to the services reasonably necessary to enable the CHIPS or its nominated agencies, or its Replacement SI to carry out due diligence in order to transition the provision of the services to the CHiPS or its nominated agencies, or its Replacement SI (as the case may be).

c) Before the expiry of the exit management period, the SI shall deliver to the CHiPS or its nominated agency all new or up-dated materials from the categories set out in ARTICLE 13 and shall not retain any copies thereof, except that the SI shall be permitted to retain one copy of such materials for archival purposes only

d) Before the expiry of the exit management period, SI shall deliver to the CHiPS; all new or up-dated materials from the categories set out in this and other articles of this Agreement and shall not retain any copies thereof,.

10. Engaging System Integrator Personnel

a) CHiPS or its nominee will be permitted to hire, without interference from System Integrator, any System Integrator Personnel involved in performing the Services for the majority of their working time during the 18-month period before the start of the Exit Management Period.

b) CHiPS will notify System Integrator before either CHiPS or its nominee approaches System Integrator Personnel with an offer of employment.

   i. CHiPS will not seek to retain the services of System Integrator Personnel involved in performing the Services except in accordance with Article 15of the Agreement

   ii. However, this does not constrain CHiPS from retaining the services of System Integrator Personnel who respond to any form of position vacant advertisement.

c) After notification by CHiPS or its nominee, System Integrator will:

   i. Waive any rights System Integrator may have under contracts with those personnel restricting their ability to be recruited or hired by CHiPS or its nominee.

   ii. Give CHiPS or its nominee reasonable access to such personnel for interviews and recruitment.

   iii. Take permission from CHiPS before making any material changes to individual employee or contractor job designations or positions or reassigning those personnel to other System Integrator work or customers during the Exit Management Period.

   iv. Assist CHiPS, where appropriate, to obtain authorization from individual employees and contractors for the release of relevant information.

11. Employees.

a) Since the Project team of SI is critical for effective knowledge transfer and exit management SI will comply with the obligations set out in ARTICLE 15.6 of the Agreement and ensure the following during the exit management period :-

   i. At least 75% of the Key Personnel as identified in the Schedule II are available for joint operations and knowledge transfer.

   ii. At least 75% of the operations team is staffed with people with minimum proficiency as listed in the Schedule II.

b) Ensure that all the employees who worked on the Project have followed the clauses in the ARTICLE 15 and ARTICLE 16 of this Agreement.

c) Ensure that the exiting employees have followed the security guidelines of the CHiPS's premises.

d) Promptly on reasonable request at any time during the exit management period, the SI shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the CHiPS or its nominated agency a list of all employees (with job titles) of the SI dedicated to providing the services at the commencement of the exit management period.

e) Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the SI to the CHiPS or its nominated agency, or a Replacement SI ("Transfer Regulation") applies to any or all of the employees of the SI, then the Parties shall comply with their respective obligations under such Transfer Regulations.

f) To the extent that any Transfer Regulation does not apply to any employee of the SI, CHiPS, or its Replacement SI may make an offer of employment or contract for services to such employee of the SI and the SI shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the CHiPS or its nominated agency or any Replacement SI.

12. Knowledge Transfer.

a) SI will undertake the following activities to ensure that the knowledge about the entire Information Technology System including but not limited to the applications, the design and operational characteristics of these systems are transferred to the CHiPS Team or the Replacement SI. The activities will be aimed at :-

   i. Knowledge transfer of operations.

   ii. Knowledge transfer of technology.

iii. Knowledge transfer of processes.

iv. Knowledge transfer of any other processes, etc not covered by (i) to (iii) above.

b) Some of the key activities to be carried out by SI for knowledge transfer will be :-

i. Documents to explain design and characteristics.

ii. The code walks through to explain the characteristics of the software applications.

iii. Joint operations of key activities or services.

iv. Briefing sessions on process and process Documentation.

v. Share the logs of the bugs, the changes to the codes etc.

vi. Briefing sessions on applications, the way these are deployed and integrated.

c) Transfer technology and up-to-date know-how relating to operation and maintenance of the software and hardware.

d) Sharing of data and information on the following

i. Consumption and utilization of resources (such as people, software, and equipment)

ii. Use of Software across Applications and Servers

iii. Business process procedures and work flow

iv. Business process volumes and statistics;

v. Business process training modules;

vi. Performance histories

vii. Then current and projected work volumes

e) Any other data reasonably requested by CHiPS about the Services as necessary for CHiPS or its nominee to assume responsibility for continued performance of the Exit Management Services.

f) Some of the key activities/obligations for effective knowledge transfer will be

i. Participate in workshops, meetings, and "hands-on" activities where requested by CHiPS.

ii. Provide CHiPS or its nominee with information about the Services as necessary for CHiPS or its nominee to assume responsibility for continued performance of the Services in an orderly manner so as to minimize disruption to the operations of CHiPS

iii. Permit CHiPS and/or CHiPS's designee to bring laptops and recording devices to, and use other equipment and connectivity at System Integrator Sites to facilitate knowledge transfer.

iv. Provide training to CHiPS or its nominee's personnel in the performance of the Services that are to be transferred.

v. Permit CHiPS to assign CHiPS Personnel or CHiPS's nominee's personnel to work with System Integrator Personnel to facilitate knowledge transfer from System Integrator to CHiPS or its nominee.

vi. Provide access to System Integrator Personnel who have worked or are working on the CHiPS account (even if they are not dedicated to the CHIPS account).

vii. Explain any relevant standards and procedures to CHiPS's operations staff or CHiPS's nominee (including business process procedures and work flow).

viii. If known, provide a contact listing of current potential alternative sources of resources, including skilled labour and spare equipment parts.

ix. Provide a list of all Statements of Work and other "in-flight" work current at the commencement of the Exit Management Period with the list to be updated by System Integrator at the end of the Exit Management Period.

13. Organizational transfer

System Integrator will transfer the organizational structure developed during the Term to support the delivery of the Exit Management Services. This will include:

a) Document, update, and provide functional organization charts, operating level agreements with Third-Party contractors, phone trees, contact lists, and standard operating procedures.

b) Transfer physical and logical security processes and tools, including cataloguing and tendering all badges and keys, documenting ownership and access levels for all passwords, and instructing CHiPS or its nominee in the use and operation of security controls.

14. Operational Transition Deliverables

System Integrator will perform all activities required to effect a smooth and efficient transition of operational responsibility for the Exit Management Services. This will include providing to CHiPS or its nominee:

a) Machine-readable object code, master file and field descriptions and record layouts for the Software (including third-party Software if permitted by the applicable licenses), along with run documentation and job control listings, and other similar information necessary for CHiPS or its nominee to run the Equipment and Software for CHiPS's benefit

b) Schedules, operating details (including contents of system "fact sheets"), up-to-date file layout details and usage information, batch schedules, run books and technical plans, job stream, restart and maintenance activities documentation, system and Software control scripts (including documentation explaining these scripts), database descriptions, and other information and Application documentation necessary for CHiPS or its nominee to run Equipment and Software for CHiPS's benefit

c) Object libraries and reference files used to provide the Exit Management Services, subject to the intellectual property provisions of this Agreement

d) The Source Code for any Software in relation to which:

   i. CHiPS own the copyright.

   ii. CHiPS have been granted a license to modify or adapt extending beyond the Exit Management Period.

   iii. Together with any other available material which a relevantly qualified programmer would require to modify or adapt that Software

e) Systems' support profiles, enhancement logs, and incident tracking/resolution documentation (including documents recording how incident resolution was achieved, historical data, and common incidents within the CHIPS environment)

f) Alarm and performance monitoring system information

g) Work volumes, staffing requirements (including the type of support (for example: physical, remote access or lights out), percentage breakdown of support personnel across the Exit Management Services, location and contact details of staff and functions performed), actual Service Levels, and information on historical performance for each equipment component, system or application over the preceding 12 months

h) Capacity management, information including capacity management planning models, trends, CPU and application processing structures, information about the operation

and performance of applications in the CHiPS environment and usage factors for applications

i) Performance tuning information (including access to potential future opportunity model)

j) Up-to-date information about the Services and a full inventory of assets

k) Documented demarcation points for each portion of the Services, including any service level agreements between System Integrator and other CHiPS Group members, business units and any Third Parties

l) A list of work orders and proposals expected to be in progress as of the Termination Date or Expiration End Date including current status

15. Other Services during Exit Management

System Integrator will provide other services during the Exit Management Period as set out in the Exit Management Plan, which may include:

a) Copy and deliver to CHiPS or its nominee all relevant requested data files.

b) In conjunction with CHiPS or its nominee, conduct a rehearsal of the migration before cutover as scheduled by CHiPS on 10 Business Days written notice.

c) Deliver the content listings of all relevant requested data files and printouts of control file information to CHiPS or its nominee.

d) Provide reasonable assistance to CHiPS or its nominee in loading the data files.

e) Provide reasonable assistance to CHiPS or its nominee with the movement of data from the then existing databases to the new environment.

f) Provide an image copy of each operating system environment in dump/restore mode.

g) Provide reasonable assistance to CHiPS or its nominee in the execution of parallel testing of applications migrated back to CHiPS or its nominee.

h) Ensure continuity of operations through the period to the end of the Exit Management Period.

16. Transfer of Assets

As part of the Exit Management Activity the SI is required to transfer the assets as listed here.

a) Hand over the possession of the SI's Project Assets, CHiPS Supplied Equipment, Documentation, and any Assets exclusively purchased for CHiPS and /or created during the term of this Agreement to the CHiPS or its nominee. All the ownership rights etc on the application, infrastructure, and all the Assets will always remain vested with the CHiPS. CHiPS shall be entitled to claim the damages in case of damage to any of the above mentioned equipment, facilities and sites etc by the SI.

b) Transfer all rights, titles and interests in such SI's Project Assets (as the CHiPS in its sole discretion may determine) to the CHiPS or its nominee and transfer information which are required to be transferred to the CHiPS in accordance with this Agreement and execute such deeds and documents as may be necessary for the aforesaid purposes including completing all legal or other formalities required in this regard.

c) Hand over to the CHiPS or its nominee all documents including but not limited to, process specifications, testing specifications, test results, manuals and records relating to operation and maintenance of the software and hardware.

d) Transfer/assign or cause to be transferred/assigned to the CHiPS or its nominee any OEM contracts which are valid and subsisting and those OEM contracts which the CHiPS has chosen to take over, and cancel or cause to be cancelled such OEM contracts not to be transferred/assigned to the CHiPS or its nominee. For this purpose, SI shall ensure that all OEM contracts are assignable in favour of the CHiPS or its nominee without any further action on part of the respective counterparties. SI shall entirely at its cost, terminate all such OEM contracts which are not transferred/assigned and/or are not required to be transferred/assigned to the CHiPS .

e) Transfer/assign all the warranties for the hardware and software, in favour of the CHIPS or its nominee, which are required by the CHiPS to continue to operate or use either during the design and development Stage or annual maintenance Stage.

f) Until transfer in accordance with the Agreement, during the Project, the Assets shall remain at the sole risk of SI except for any loss or damage caused to or suffered by SI due to any direct default on the part of the CHIPS under this Agreement.

g) Equipment

    i. On request by CHIPS, System Integrator shall assign or transfer to CHIPS, or its nominee, all hardware that is substantially or wholly used in connection with performing the Exit management Services.

h) Third-Party Contracts

    i. If requested by CHiPS, System Integrator must assign, novate, or assist CHiPS or its nominee in negotiating new Third-Party contracts (other than Software licenses with a Third Party) including any Subcontracts, which it was wholly

or substantially using in the provision of the Exit management Services immediately before termination or expiry.

ii. System Integrator must use all reasonable endeavours to ensure that no charge to CHIPS will be due upon transfer and must notify CHIPS in writing where such transfer costs apply and detail the costs or the method of determining the costs as part of the Exit Management Plan.

i) Escrow agreements

i. If any of the proprietary software/assets/tools of the SI are kept in escrow account /depository and if these are critical for the continuity of operations of the e-procurement system, these assets will be transferrable to CHiPS or its designated representative, the replacement SI as the signatory if required.

ii. All the third party software, licensed solutions etc. kept in escrow account/depository will be transferable to CHiPS or its designated representative, the replacement SI as the signatory if required

iii. The SI should ensure that there are no payments due to the escrow agency for the services it has rendered and also ensure that the software in the escrow account/depository are of latest version and the payments to keep them as the latest, if they are third party software, has been done.

17. Objective and the duration of the Knowledge Enablement Service

a) The Knowledge Enablement Services are meant to create a complete understanding of the systems for CHiPS, its nominees or any designated and to enable them for either technology refreshment or rebuilding of the system with different tools/technology architecture or plan for Exit Management.

b) The provisions for the Knowledge Enablement Services are invoked anytime during the period of the Agreement.

c) There will not be any limitations on the number of occasions CHiPS can seek the Knowledge Enablement Services during the Agreement period.

d) The Knowledge Enablement Service is initiated whenever CHiPS or its designated agency requests for it through a written communication.

e) On request by CHiPS or its designated agency the SI will provide a Knowledge Enablement Plan which would include a minimum of - The activities, structure, responsibilities the deliverables, acceptance mechanisms etc.

f) The Knowledge Enablement Plan comes into effect only when it has been accepted by CHiPS or its designated agencies.

g) The System Integrator will provide the Knowledge Enablement Services for a minimum period of four months or until the later of:

h) All tasks set out in the Knowledge Enablement Plan have been completed.

i) The Acceptance Criteria set out in the Knowledge enablement Plan have been met, as reasonably determined by CHiPS

j) Either the CHiPS or its designated nominees has all the necessary information on underlying the operations and technology of the systems built for CHiPS by the SI, or has the information to enable technology refreshment or exit management activities.

18. The Key activities of the knowledge enablement Services

a) SI will undertake the activities listed in clause 12 of this Schedule to ensure that the knowledge about the entire Information Technology System including but not limited to the applications, the design and operational characteristics of these systems are transferred to the CHiPS or its designated agencies. The activities will be aimed at :-

   i. Knowledge transfer of operations.

   ii. Knowledge transfer of technology.

   iii. Knowledge transfer of processes.

   iv. Knowledge transfer of any other processes, etc not covered by (i) to (iii) above.

b) Some of the key activities to be carried out by SI for knowledge transfer will be :

   i. Documents to explain design and characteristics.

   ii. The code walkthrough, application walkthroughs to explain the characteristics of the software applications.

   iii. Briefing sessions on process and process Documentation.

   iv. The logs of the bugs, the changes to the codes etc.

   v. Briefing sessions on applications, the way these are deployed and integrated.

c) Sharing of data and information on the following

   i. Consumption and utilization of resources (such as people, software, and equipment)

   ii. Use of Software across Applications and Servers

   iii. Business process procedures and work flow

iv. Business process volumes and statistics;

v. Performance histories

vi. Then current and projected work volumes

d) Any other data reasonably requested by CHiPS about the application and technology as necessary for CHiPS or its nominee to know the details of the IT system.

e) Some of the key activities/obligations for effective knowledge transfer will be

i. Permit CHiPS and/or CHiPS's designee(s) to bring laptops and recording devices to, and use other equipment and connectivity at System Integrator Sites to facilitate knowledge transfer.

ii. Provide access to System Integrator Personnel who have worked or are working on the CHIPS account (even if they are not dedicated to the CHIPS account).

iii. Explain any relevant standards and procedures to CHiPS's operations staff or CHiPS's nominee (including business process procedures and work flow).

f) Information on operating details, file layout details and usage information, batch schedules, run books and technical plans, job stream, restart and maintenance activities documentation, database descriptions, and other information and Application documentation

g) Systems' support profiles, enhancement logs, and incident tracking/resolution documentation (including documents recording how incident resolution was achieved, historical data, and common incidents within the CHiPS environment)

h) Capacity management, information including capacity management planning models, trends, CPU and application processing structures, information about the operation and performance of applications in the CHIPS environment and usage factors for applications

i) Performance tuning information (including access to potential future opportunity model)

j) Up-to-date information about the Services and a full inventory of assets

SCHEDULE IX: AUDIT, ACCESS, AND REPORTING

1. Purpose.

This Schedule details the audit, access and reporting rights of the CHIPS and respective obligations of SI under the Agreement.

2. Audit Notice and Timing.

a) 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. Such time table may be reviewed every 3 months on the sole discretion of CHIPS. During the Term, the CHIPS or its nominated agencies shall conduct routine audits in accordance with such agreed timetable and shall not be required to give SI any further notice of carrying out such audits.

b) The CHiPS, may conduct non-timetabled (adhoc) audits at its own discretion if it reasonably believes that such non-timetabled audits are necessary as a result of an act of fraud by the SI, a security violation, or breach of confidentiality obligations by SI, provided that the requirement for such an audit is notified in writing to SI 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..

c) The frequency of audits which shall be six (6) monthly provided always that the CHIPS or its nominated agency or its authorized representative shall endeavour to conduct such audits with the lowest levels of inconvenience and disturbance as practicable being caused to SI.

The audit and access rights contained shall survive the termination or expiration of the Agreement for a period of twenty-four (24) months.

3. Access.

SI shall, provide to the CHiPS or its nominated agencies, or its or their authorised representatives, reasonable access to employees, subcontractors, suppliers, third party facilities, including leased premises, Data Centres, 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 CHIPS or its nominated agencies during the Project shall have the right to copy and retain copies of any relevant records. SI shall make every reasonable effort to co-operate with them in effecting the Audit.

4. Audit Rights.

a) The CHiPS shall have the right to audit and inspect suppliers, agents, third party facilities, including leased premises, Data centres, documents, records, procedures and systems relating to the Project, but only to the extent that they relate to these, as shall be reasonably necessary to verify:

b) The security, integrity and confidentiality availability of all the CHiPS Data processed, held or conveyed by SI on behalf of the CHiPS or its nominated agencies and its Users and Documentation related thereto;

c) That SI has complied with the relevant technical standards, and has adequate internal controls in place; and

i. The compliance of SI with any other obligation under the Agreement.

ii. SI's internal cost records shall be excluded for the purpose of audit

iii. That the actual level of performance of the Services is the same as specified in the Service Level Agreement

5. Audit Rights of Sub-Contractors, Suppliers and Agents.

a) SI shall use reasonable endeavours to achieve for himself as well as for CHiPS the same audit and access provisions as defined in this Schedule with sub-Contractors, suppliers and agents who supply labour, services, equipment or materials in respect of the services. SI shall inform the CHiPS prior to concluding any sub-contract or supply agreement of any failure to achieve the same rights of audit and/or access.

b) Reporting. SI will provide reports to the CHiPS regarding any specific aspects of the Project and in context of the audit and access information as required by the CHiPS

6. Action and Review.

a) Any change or amendment to the systems and procedures of SI, or sub-Contractors, where applicable arising from the audit report shall be agreed within thirty (30) calendar days from the submission of the said report.

b) Any discrepancies identified by any audit pursuant to this Schedule shall be immediately notified to the CHiPS who shall determine what action should be taken in respect of such discrepancies in accordance with the terms of the Agreement.

7. Records and Information.

For the purposes of audit in accordance with this Schedule, SI shall maintain true and accurate records in connection with the provision of the services and SI shall handover all the relevant records and documents upon the termination or expiry of the Agreement.

SCHEDULE X: NON DISCLOSURE OF INFORMATION

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1. Confidential information

a) This schedule will 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.

2. OBLIGATIONS OF THE RECEIVING PARTY

The Party Receiving the confidential information 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 basis; provided that by doing so, the Receiving Party agrees to bind such consultants/ contractors to terms at

g) Least as restrictive as those stated herein. The Receiving Party upon making a disclosure under this Clause shall advise the consultants/contractors of the confidentiality obligations imposed on them by this Clause.

h) 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.

i) Not to remove any of the other Party's Confidential Information from the premises of the Disclosing Party without prior written approval.

j) 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.

k) 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.

3. 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 the Receiving Party without reference to the Information, or was received without restrictions; or

b) Has become generally available to the public without breach of confidentiality obligations of the 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.

4. 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 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 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.

d) The disclosure of Confidential Information 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.

5. 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 provisions of this Schedule shall not be affected in any manner.

SCHEDULE XI: MANAGEMENT OF SERVICES

1. The services

a) SI will provide the Services at Levels in accordance with the performance metrics as more particularly described in Annexure A and Annexure B of this Agreement.

2. Commencement and Duration of Services

The services shall commence from XXXXXXXX and shall continue for a duration of XXXXXXX as per this agreement.

3. TERMS OF PAYMENT AND SERVICE CREDITS AND DEBITS

a) In consideration of the Services and subject to the provisions of the Agreement, the CHiPS shall pay the charges and the service credits to the System Integrator in accordance with the Terms of Payment Schedule of the Agreement.

b) It is clarified here that CHiPS can also calculate a financial sum and debit the same against the terms of payment as defined in the Terms of Payment Schedule of the Agreement as a result of the failure of the System Integrator to meet the Service Level under the agreement, such sum being determined in accordance with the terms of the agreement

4. Service Locations.

The Services will initially be provided at the CHiPS Service Locations and the SI Service Locations identified in Annexure C. notwithstanding Annexure C, SI may change SI Service Locations without CHiPS approval provided such change does not detrimentally impact the obligations of SI or Service Charges under this Agreement.

5. Access to CHiPS Service Locations and Items.

During the Agreement Term, at no cost to SI and to the extent necessary for SI to provide the Services, CHiPS will provide SI with (i) access to the CHiPS Service Locations 24 hours a day, seven days a week; (ii) suitable office space in CHiPS's principal facility and at other mutually designated CHiPS facilities; and (iii) the following services and other items at each CHiPS facility, all on a mutually agreed basis: (i) desks, storage, furniture and other normal office equipment support; (ii) adequate computer resources; (iii) photocopying facilities; (iv) telephone and facsimile equipment and services (including voice mail services); (v) stationery (excluding SI specific items); (vi) postal and courier services; (vii) archiving facilities; (viii) secretarial support and word processing; (ix) general office supplies; (x) security and janitorial support; (xi) parking; and (xii) such other items, services and resources as the Parties may agree are reasonably necessary for SI to perform its obligations under this Agreement (collectively, "CHiPS Service Location Items"). SI may terminate its receipt of any CHiPS Service Location Items by giving CHiPS at least 30 days' prior written notice.

6. Use of CHiPS Service Locations.

Unless otherwise approved by CHiPS, SI may use the CHiPS Service Locations and the CHiPS Service Location Items only in connection with the provision of Services to CHiPS and not for the provision of services to other customers of SI.

7. CHiPS Service Location Policies.

When working at any CHiPS Service Locations or other CHiPS facilities, SI personnel will comply with CHiPS's standard workplace security, administrative, safety and other policies and procedures applicable to CHiPS's own employees. CHiPS will provide SI with a copy of each such policy and procedure and will notify SI of any subsequent modifications or amendments thereto. To the extent that any of such policies or procedures prevent SI personnel from performing SI's obligations under this Agreement, SI will not be in breach of this Agreement. If any such policies or procedures impose materially increased costs or obligations on SI, the Parties will seek to establish mutually acceptable alternative arrangements and to make appropriate adjustments to their respective obligations under this Agreement (including the charges payable to SI).

8. Relocation from CHiPS Service Locations.

The Parties currently anticipate that SI will provide a significant portion of the Services on-site at the CHiPS Service Locations. Prior to moving any material portion of the Services from a CHiPS Service Location, SI will seek CHiPS's written approval, which will not be unreasonably withheld. If SI elects to relocate from a CHiPS Service Location without CHiPS's consent, SI will be financially & legally responsible for the related relocation expenses and new facility expenses

9. Relocation resulting from Changes in Laws and Regulations.

The Parties acknowledge and agree that the Services are being provided offshore to leverage the use of lower cost offshore resources and the Service Charges are based on the use of such lower cost resources. In the event any laws or regulations are promulgated, changed, amended or otherwise come into effect at any time during the Agreement Term that impose taxes, tariffs, restrictions or limitations on, or prohibit, the offshore portion of the Services and CHiPS has benefited through savings attributed to the offshoring for whole or in part , CHiPS will either pay for the added expenses of performing the work offshore or pay the Solution Development expenses associated with relocating to an onshore SI Service Location and increased Service Charges resulting from providing the Services from such SI Service Location.

10. Control of Service Locations.

a) No interest or obligation of the CHiPS Service Locations or CHiPS Service Location Items is conferred upon SI beyond the limited right to use such CHiPS Service Locations and CHiPS Service Location Items for purposes of this Agreement. All such facilities and items will remain in the care, custody and control of CHiPS.

b) No interest or obligation of the SI's Service Locations is conferred upon CHiPS. All such facilities will remain in the care, custody and control of SI. SI may use such facilities to provide services to other customers and CHiPS.

c) Unless SI's need for additional facilities increases as a result of New Services, SI will be financially responsible for any additional facilities SI requires for the performance of its obligations under this Agreement.

SCHEDULE XII – CHANGE CONTROL MECHANISMS

1. Change control for the services

a) The changes in the services will be for the following

i. Splitting the services to intermediate elements for the purpose of measurement

ii. Replacement /substitution of a service with a different service

iii. Combining the services for the purpose of measurement

iv. Changing the metrics for the service

v. Changing the expected levels of performances

b) However these changes will not be applicable to or should not alter

i. The counting of the services for which the SI is paid and the TPO is determined

ii. The performance levels for which the SI is incentivized or credited

c) The change control also would address the following

i. Introduction of the new services

ii. The costing for the new services

iii. The new assets required for the services

iv. The metrics and pricing for the new services

v. Changes in services due to technological refresh

d) Each control is initiated and implemented using the formats provided in this Schedule

2. Change control of asset register

a) The changes to the asset register will be for the following

i. Deletion of assets based on obsolescence or non-usage

ii. Replacement of an asset to meet the service level performance

iii. Changing the nature of asset in terms of version, escrow agreements, location, licensing conditions/metrics

iv. Change of ownership conditions

v. The annual technical support conditions and warranties

b) The change control also would address the following

i. The assets added for introduction of the new services

ii. The nature of the new assets in terms of version, end user licenses, licensing metrics, pricing, warranty etc.

iii. Date of induction into service for the e-procurement project

c) Each control for the asset register is initiated and implemented using the formats provided in this Schedule

3. System Change Control.

a) All the changes to the system are required to be approved by the CEO CHiPS of the e-Procurement project, of CHiPS

b) SI will institutionalize mechanisms for documenting all the system changes, with information like, initiation, reasons, implications etc. and ensure a work flow based tool would track these documents

c) SI will institutionalize tool based mechanisms for tracking all the system changes, through effective deployment of configuration management tools, and separation of development, quality and production environments.

d) SI will schedule its implementation of System Changes so as not to unreasonably interrupt CHiPS's business operations.

e) All the system changes should follow the strategic control guidelines as per Schedule XIV

f) SI will make no System Changes that would materially alter the functionality of the systems used to provide the Services or materially degrade the performance of the Services, without first obtaining CHiPS's approval.

g) SI will review, and perform a root-cause analysis of, any deviation from scheduled System Changes and failed System Changes.

h) Prior to using any software or equipment to provide the Services, SI will utilise customary testing efforts to verify that the item has been properly installed, is

operating substantially in conformance with its specifications, and is performing its intended functions in a reliable manner.

i) SI will follow a formalized methodology in migrating programs from development and testing environments into production environments.

4. Format for change control for services

Change Control Note	**CCN Number:**
Part A: Initiation	
Title:	
Originator:	
Sponsor:	
Date of Initiation:	
Details of Proposed Change in service	
Nature of change	New service Splitting the service New measure/metrics Combining the service Change in place of measurement others
The service level	
How it is measured	
Authorized by CHiPS	Date:
Name:	
Signature:	
Received by the	Date:

SI	
Name:	
Signature:	

Change Control Note	**CCN Number:**
Part B : Evaluation	
Brief Description of change and the validity of the reasons	
Impact:	
Associated changes if any (assets register or system)	
Timetable:	
Charges for Implementation: (including a schedule of payments)	
Other Relevant Information:	
For the CHiPS and its nominated agencies	**For SI**
Signature	Signature
Name	Name
Title	Title
Date	Date
Change Control Note	**CCN Number :**
Part C : Recording of the implementation	
Implementation of the change as submitted in Part A, in accordance with Part B is carried out by	
Date of change	
For the CHIPS and its nominated agencies	**For SI**

Signature	Signature
Name	Name
Title	Title
Date	Date
Verification/validation of change	Date:
Authority:	
Observations	

5. Format for change control of asset/asset register

Change Control Note		**CCN Number:**
Part A: Initiation		
Title:		
Originator:		
Sponsor:		
Date of Initiation:		
Details of Proposed Change in asset /asset register		
Nature of change	Replacement Upgrade New addition Change in status Change in ownership Removal	
The description of asset		

The parameters of asset	Like location, ownership, escrow etc
Authorized by CHiPS	Date:
Name:	
Signature:	
Received by the SI	Date:
Name:	
Signature:	

Change Control Note	**CCN Number:**
Part B : Evaluation	
Brief Description of change and the validity of the reasons	
Impact:	
Associated changes if any (Services or system)	
Timetable:	
Charges for Implementation: (including a schedule of payments)	
Other Relevant Information:	

For the CHiPS and its nominated agencies	**For SI**
Signature	Signature
Name	Name
Title	Title
Date	Date
Change Control Note	**CCN Number :**

Part C : Recording of the implementation	
Implementation of this Change as submitted in Part A, in accordance with Part B is carried out by	
Date of change/introduction of asset	
For the CHIPS and its nominated agencies	**For SI**
Signature	Signature
Name	Name
Title	Title
Date	Date
Verification/validation of change (audit)	Date:
Authority:	
Observations	

SCHEDULE XIII – ESCROW AGREEMENTS

1. The escrow agreements

The escrow agreements will be executed for Protection of IP assets as per the clauses in this agreement

2. Escrow agreements for protection of IP assets

a) The requirements for opening an Escrow for the safe keeping of an IP asset can be initiated either by the SI to protect its source or CHiPS to protect the availability. The other party will be required to agree to this request.

b) Once this request is made by any of the project directors of CHiPS or SI, the other party will respond within thirty days of receiving such a request to enter into an escrow agreement.

c) If the IP asset belongs to SI, the escrow agreement will be a tripartite agreement between SI, CHiPS and Escrow Agency.

d) If the IP asset belongs to third party, the request for escrow has to come through SI or delivered through SI, if initiated by CHiPS, and the escrow agreement in such cases will be a four way agreement between CHiPS, SI, the third party vendor and the escrow service provider.

e) In both the case it will be the responsibility of SI to bear the charges for the escrow.

f) The escrow account and agreement will be in force as agreed by all the parties involved.

g) While the standard conditions of deposit and release an IP asset in the escrow agreement may be generally applicable, based on the nature of IP asset the keeping and release conditions can vary.

h) The decision of the PMC will be final in arriving at the deposit and release conditions.

i) The escrow agency has to be a reputed and credible agency and agreeable to all the parties involved.

j) The escrow agreement while following the standard conditions of Escrow, should have the following information

   i. Nature and description of the IP asset
   ii. The function and processes it addresses
   iii. The conditions for updating, testing and ensuring the one in the escrow is the latest
   iv. The release conditions
   v. The responsibility for payment for upgrades, if it is third party software.

3. Escrow Agreement.

a) The Parties shall enter into a software escrow agreement ("Escrow Agreement") with a reputable, independent, third party that provides software escrow services among its principal business offerings ("Escrow Agent").

b) The Escrow Agreement shall provide for the regular deposit into escrow of all source code (including without limitation all make files, configurational files, data tables upon which execution is dependent, and the like, collectively the "Source Code"),

object code, and documentation with respect to all Public Material and SI's Proprietary Material (and cumulative updates thereof), or together with (a) continually updated instructions as to the compilation, installation, configuration, deployment, and use of the Source Code, and (b) a list of all non-deposited third party software used in conjunction with the Source Code to provide the full functionality of the deposited materials. In the event of the termination or expiration of the initial Escrow Agreement or any successor agreement, with minimal delay the Parties shall enter into a substantially equivalent agreement with a successor provider of software escrow services (who shall then be known as the "Escrow Agent").

c) SI will make its initial deposit of Source Code within fifteen (15) days after the effective date of the Escrow Agreement.

d) (SI shall periodically update the escrow deposit as the Parties shall agree in the Escrow Agreement. In addition to other usual and customary terms, the Escrow Agreement shall provide that the CHiPS shall be entitled to obtain the deposited materials from escrow upon the CHiPS's making a proper claim for release from escrow in the event that (c) proper written notice is given to the Escrow Agent that release of the copy of the deposited materials is pursuant to applicable Central or CHiPS bankruptcy, insolvency, reorganization, or liquidation statute; (d) SI files articles of dissolution (but not if SI is consolidated or merged into another entity); (e) the Agreement expires or terminates for Material Breach of SI.

e) The release of deposited materials from escrow shall not confer upon the CHiPS any right of ownership in the deposited materials or the underlying intellectual property embodied therein. In the event of the release of deposited materials to the CHiPS from escrow, the CHiPS shall use the deposited materials solely for the benefit of the CHiPS and its constituents, consistently with the grants of license set forth in the end user licensing agreement for the respective software.

f) The release of materials from escrow shall not cause any further amounts to accrue as payable to SI by the CHiPS, and the term of the CHiPS's possessory and usage rights with respect to the released materials shall be perpetual.

g) The Escrow Agreement shall provide for its automatic termination after the expiration or termination of this Agreement, or, release of all Source Code to the CHiPS and the CHiPS's subsequent confirmation of compliance with the terms of the Escrow Agreement. SI shall pay the escrow costs, as well as all costs associated with causing its subcontractors and other third parties to abide by the Escrow Agreement.

4. Model agreement for Escrow for IP asset/software

Please refer to Annexure I Software Escrow Agreement of this Document

SCHEDULE XIV – STRATEGIC CONTROL MECHANISMS AND TOOLS

1. Strategic Control of e-Procurement system

This process aiming to design and establish Strategic Control basically addresses the requirements of three distinct areas of the e-Procurement system as shown below.

a) e-Procurement Application Software,
b) e-Procurement Database and data and
c) Security of e-Procurement Systems

2. Control over e-Procurement Application

a) It is the responsibility of SI to provide the necessary systems and tools (version control and software management tools) to enable implementation of this strategic control framework. To this end, the e-Procurement system shall be designed to ensure that:

   i. The Application System and the Source Code are deposited with the CHiPS or any designated Escrow agent before and after the initial certification by a 3rd Party, for any subsequent changes made to the software during maintenance period.

   ii. Any subsequent changes to the application are incorporated in the Application Repository on an incremental basis, after the process of approval prescribed herein is undergone.

b) Any changes to the application, required to enhance the functionality, or to improve performance or to address the security gaps, shall first be hosted in an application staging environment, tested for consistency, integrity and performance by the Application Administrator of the SI. The Application Administrators of CHiPS shall review the proposed change and accord their approval or reject the request.
c) CHiPS may entrust the responsibility to designated administrators, who can exercise the privilege of approval or rejection request JOINTLY.
d) No change to the application shall be effected by the SI unless the process defined at (b) above is gone through.
e) To this end, all the actions of the users involved in the process shall be logged.

3. Application Audit

a) The system shall allow conducting post-implementation review and audit in select cases that have resulted in a major change to check the completeness and correctness of the administrative tasks performed and ensuring that all and only those necessary components have been installed on the system. This acts against both malicious programs and faulty administrative actions.
b) CHiPS may undertake comprehensive application audits at regular intervals through a 3rd party to ensure application functionality and integrity.

4. Version Control

a) The application software shall be version controlled, adopting the industry standard practices like Version Control System (VCS), Source Code Management System and Software Configuration Management (SCM) in this regard.

b) The System shall permit the latest versions of the application and source code to be deposited with the CHiPS, with appropriate logs maintained for each change.

5. Retention of ownership and control over the Database

a) CHiPS shall exercise ownership of the database, through appropriate system/tools supplied and implemented by SI. To this end, the e-Procurement system shall be designed to ensure that

   i. The entire database, including the table structures, schemas and master data are deposited with the CHiPS after the initial certification by a 3rd Party and before the 'Go Live'.

   ii. Any subsequent changes to the database system are incorporated in the Database Repository on an incremental basis, after the process of approval prescribed herein is undergone.

b) Any changes to the database structure, required to enhance the functionality, or to improve performance or to cover security gaps, and any changes to the master data, shall first be hosted in a database staging environment, tested for consistency, integrity and performance by the Database Administrator of the SI. Thereupon a request shall be preferred to the Database Administrator(s) of the CHiPS, to permit the proposed changes, with clear reasons necessitating the change. The Database Administrators of CHiPS shall review the proposed change; test cases used for testing the functionality and accord their approval or reject the request.

c) CHiPS may entrust the responsibility to designated Database Administrators, who can exercise the privilege of approval or rejecting a request JOINTLY.

d) No change to the database structure or to the master data shall be effected by the SI unless the process defined at (b) above is gone through. To this end, all the actions of the Database Administrator of the SI shall be logged.

e) Any direct access to database must not be allowed and the database administration activities (especially all those actions that result in modification of data, schema and master data) shall be executed through an application which verifies and audits users, code and actions done on the database.

6. Process controls on Database Administration

a) CHiPS DBA(s) shall have the right to oversee the activities performed by the SI, by their physical presence, till the later logs out to ensure that the actions are as per the approved procedure

b) SI shall break the role of database administration into activities that are more granular in nature.

c) SI shall ensure that frequency of DBA activities is restricted to as minimum as possible.

7. Audit of DBA Actions

a) All DBA actions and any action on the database by any user must be logged automatically by the database server/ profiling tools and audit logs should be preserved securely

b) CHiPS may conduct a comprehensive third party audit on the database audit logs from time to time to verify the set of actions performed within a given period.

8. Protection of Confidentiality and Integrity of data

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

9. Role segregation

a) Database Owner (i.e. CHiPS), SI DBAs and Application users must be kept as three separate users/ user groups. The access privileges for each of the three must be defined with maximum possible granularity and approved by CHiPS before the start of operations.

b) The User Management part of DBA role shall be segregated and assigned to individuals in the 3 different Zones as specified in this document.

10. Requirements of Strategic Control over the e-Procurement Information Security

a) All change requests should be initiated by CHiPs. Any changes to the application, required to enhance the functionality, or to improve performance or to cover security gaps, shall first be hosted in an application staging environment, tested for consistency, integrity and performance by the Application Administrator of the SI. Thereupon a request shall be preferred to the CEO CHiPS, CHiPS to permit the proposed changes, with clear reasons necessitating the change. CHiPS shall review the proposed change and accord their approval or reject the request.

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

c) The actions of the application administrator of the SI shall be kept as few and infrequent as possible. To this end, the enhancements and changes proposed to the application are planned sufficiently in advance, to the extent possible, bunched together and implemented at pre-specified intervals.

d) The roles of different personnel responsible for designing, coding, accepting the changes and authorizing the changes to be carried out into the production environment shall be clearly defined by the SI.
e) Requirements of ISO 27001 shall be strictly complied with by the SI while designing a detailed Risk Assessment and Management Plan, a Statement of Applicability (SoA) and an Operational Procedures Document, together to form the ISMS. The SI shall get the sign-off of the CHiPS, operating through its technical team, on the ISMS design documents.
f) The core activities relating to security administration like assigning roles and privileges, configuration management in relation to all the security assets shall be carried out only after the prior approval of the CEO CHiPS of CHiPS
g) CHiPS shall conduct a security audit by third party on a half-yearly basis to ensure that the Security Policy and the Operational Procedures are strictly implemented and practiced by all the users of the system and that there is no breach or compromise of security. The cost of such audit shall be borne by CHiPS. The SI shall comply with all the recommendations made by the third party auditor within the time specified.
h) All changes to application should be carried out after a review and pre-audit by CHiPS.
i) The system should allow conducting post-implementation review and audit in select cases that have resulted in a major change to check the completeness and correctness of the administrative tasks performed and ensuring that all and only those necessary components have been installed on the system.
j) Monitoring System Access and Use
    i. CHiPS or its PMU will have full access to all the logs to supervise and review the system activities
    ii. The System should provide the capability to centrally monitor the content of audit records generated by individual components throughout the system.
k) The System must have automatic provision to send alerts and notifications to the CEO CHiPS, CHiPS when account creations, deletions, modifications etc are done.

11. Tool based Version control and application management

a) The application system should be configured and maintained in exact conformance to the rules and regulations in force
b) Any changes to the application system are made under due authority of CHiPS
c) Tool based end-to-end change control to ensure consistency within the complete application landscape and those dependencies between different components.
d) Version control for all application changes within each system. Management of version control and documenting version controls
e) Change diagnostics for identifying, controlling, maintaining and verifying the versions of configurations and the values of parameters of the solution landscape components.

f) Tracking changes and the configuration information by recording inside the components and collected centrally by the version control tool.
g) Comparing the configuration to a template or master configuration to analyze changes. Reporting changes to include all current and historical configuration data throughout the application life cycle.

12. Authorization Management – request review and response for access control

a) Access Control to enables stakeholders to continuously enforce internal controls for segregation of duties (SoD).
b) Mechanism to facilitate compliance on a day-to-day basis, and to provide oversight capabilities for management to take responsibility for proper segregation of duties, and help in internal audit to perform effective and comprehensive audits.
c) Preventing mistakes and fraud, ensuring SoD compliance with the processes documented and reduces the cost of continuous compliance.
d) Workflow based approval process within the role design and maintenance functionality. Process to facilitate roles for approval to business managers and role owners to ensure proper sign-off before roles are added or changed in target software systems to ensure adequate checks and balances.
e) Tool based request-review-response process across the user segments functionality for user Management which is based on ITIL standards
f) Access Control based on workflow engine to enforce policies through automated and structured processes – or sequences of activities.
g) Access request management executed through structured approval process with a work flow and an audit trail for the entire request for role assignment and changes
h) Flexible configuration of Workflows for access request approval, by dynamically determined set of responsible individuals.
i) Automatic access Risk Analysis within the approval process enabling the approver to view all possible Segregation of Duties and conflict in the request and require approvers to mitigate any potential access risks found prior to approval.

13. Process & tool for authorization and control of administrator credentials like signatures/ passwords

a) Open interfaces and Web services, to fully integrate into IT environment to extend the Control to virtually all the business applications and processes like the payment gateways and digital signatures
b) Facilitating multiple alternative options as the authoritative-user source and for credentials validation
c) Managing permissions across heterogeneous environments based on the business role of each user, to simplify administration and prevent unplanned access.
d) Integrated management tools, data synchronization and self service.
e) Auditing and monitoring to facilitate central mechanism to see which user has or has had which access rights to which system

f) Centralized repository for enterprise-wide role documentation management, for all the core applications used in the system

ANNEXURE I SOFTWARE ESCROW AGREEMENT

THIS ESCROW AGREEMENT is entered into on this the [●] day of [●] 20[●].

AMONGST

1. SI a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at [●] (hereinafter referred to as the "SI" which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes);
2. The e-procurement solution OEM or the owner the company incorporated under the provisions of the Companies Act, 1956 and having its registered office at [●](hereinafter referred to as the "OEM" or "owner" which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes)
3. Chhattisgarh Infotech & Biotech Promotion Society, an agency of Government of Chhattisgarh, authorized to manage the e-Procurement system for the Government of Chhattisgarh, with Administrative Office hereinafter referred to as "CHiPS" or the "beneficiary"(which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns);
4. (name and particulars of the Escrow Agency)] and having its registered office at (hereinafter referred to as the "Escrow Agency" which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes); and

WHEREAS:

A. The CHiPS has entered into a Concession Agreement dated [●] with the SI (the "Agreement") for undertaking the e-Procurement Project (as defined in the Agreement) on build, operate and transfer (BOT) basis.
B. The SI has procured and implemented the e-procurement solution of the OEM, with the usage rights for the solution resting with CHiPS
C. The Agreement requires the parties to establish an Escrow Account, inter alia, on the terms and conditions stated therein.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"Agreement" means this Escrow Agreement and any amendment thereto made in accordance with the provisions contained herein;

"The Main Agreement" means the Agreement referred to in Recital (A) above and shall include any amendments made thereto in accordance with the provisions contained in this behalf therein;

"Escrow Account" means an escrow account established in terms of and under this Agreement, and shall include any sub accounts thereof;

"Escrow Default" shall have the meaning ascribed thereto in Clause 6.1;

"Parties" means the parties to this Agreement collectively and "Party" shall mean any of the Parties to this Agreement individually;

1.2. Interpretation

a. The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Agreement.
b. References to Articles are, unless stated otherwise, references to Articles of this Agreement.
c. The rules of interpretation stated in the Main Agreement shall apply, mutatis mutandis, to this Agreement.

2. ESCROW ACCOUNT

2.1. Escrow Agency to act as trustee

a. The SI hereby settles in trust with the Escrow Agency a sum of Rs. 100 (Rupees Hundred Only) appoints the Escrow Agency to act as trustee for the CHiPS, and the SI in connection herewith and authorises the Escrow Agency to exercise such rights, powers, authorities and discretion as are specifically delegated to the Escrow Agency by the terms hereof together with all such rights, powers, authorities and discretion as are reasonably incidental hereto, and the Escrow Agency accepts such appointment pursuant to the terms hereof.
b. The SI hereby declares that all rights, title and interest in and to the Escrow Account shall be vested in the Escrow Agency and held in trust for the CHiPS, and the SI, and applied in accordance with the terms of this Agreement. No person other than the CHiPS, and the SI shall have any rights hereunder as the beneficiaries of, or as third party beneficiaries under this Agreement.

2.2. Acceptance of Escrow Agency

a. The Escrow Agency hereby agrees to act as such and to the material and held by the Escrow Agency pursuant to the provisions of this Agreement.
b. The Escrow Agency shall hold and safeguard the Escrow Account during the term of this Agreement and shall treat the material in the Escrow Account as deposited by the SI, or the CHiPS with the Escrow Agency.
c. In performing its functions and duties under this Agreement, the Escrow Agency shall act in trust for the benefit of, and as agent for, the CHiPS, the SI or their nominees, successors or assigns, in accordance with the provisions of this Agreement.

3. CHiPS has contracted the SI for The e-Procurement solution, system and services as per the Build own, operate and transfer (BOOT) model. Such agreement(s) is (are) referred to herein as the "Agreement."

a. In pursuant of the main agreement, SI has licensed or provided and deployed the e-procurement software solution as identified in Annexure A, to CHiPS.

b. This Software Escrow Agreement is intended by the Parties to be "supplementary" to the main Agreement.

c. This is meant to protect the right of CHiPS to use the e-procurement solution, as per the end user licensing agreement, and make the source code of the solution available to CHiPS, if the situation demands

d. This is meant to protect the IP rights of the owner of the e-procurement solution, while providing CHiPS the option to take control of the source code of the solution, if the situation demands.

4. The need for CHiPs to take control of the source code of the e-procurement solution will be under the following conditions

a. In the event that the Owner is wound up or ordered wound up or has a winding up petition ordered against it or assigns all or a substantial part of its business or assets for the benefit of creditors or permits the appointment of a receiver for the whole or substantial part of its business or assets or otherwise ceases to conduct its business in the normal course or files a voluntary petition in bankruptcy or an involuntary petition in bankruptcy is filed against the Owner which is not dismissed within 60 days thereafter, if this Agreement is (are) rejected by Owner as a debtor in possession or a trustee or by any other person or entity under any Bankruptcy proceeding, then Beneficiary may elect to retain its rights. The Parties intend that no bankruptcy or bankruptcy proceeding, petition, law or regulation (and no other proceeding, petition, law or regulation of a similar nature in any state or foreign jurisdiction) will impede, delay or prevent the release of Deposit Materials to Beneficiary in accordance with the provisions of this Agreement, and Owner hereby conveys and licenses to Escrow Agency such rights (including intellectual property rights) as are necessary to allow Escrow Agency to lawfully make such release and perform this Agreement. This license is granted as of the date of this Agreement and shall predate any bankruptcy petition subsequent to such date.

b. The owner has withdrawn the services to maintain or support the version of the e-procurement solution used by CHiPS

c. The owner has replaced the e-procurement solution with a different solution and the new solution is not available to CHiPS, under the end user licensing agreement as an upgrade or new version.

5. Embodiment of Intellectual Property. The Deposit Materials are an "embodiment" of "intellectual property" as those terms are used in bankruptcy proceedings. The tangible Deposit Materials and any copies thereof made by Escrow Agency in accordance with this Agreement are owned by <<Escrow Agent>>, but such ownership does not include ownership of any copyrights or other intellectual property in or to the Deposit Materials.

6. Software and Establishment of the Escrow. Owner owns or has rights to the "Software" identified in Annexure A. By this Agreement, Owner establishes an escrow of Deposit Materials (see Annexure A) for the Software (the "Escrow").

7. Deposit Materials. The Deposit Materials are described in Annexure A. Owner shall deposit the "Deposit Materials" (including "Updates") into the Escrow by delivering them to Escrow Agency. Owner certifies to Escrow Agency that Owner has the right to provide the Deposit Materials to Escrow Agency for the purposes of this Agreement and that a release, if ever, of such Deposit Materials to Beneficiary in accordance with this Agreement will not violate third party rights or Indian export laws or regulations. Owner shall indemnify Escrow Agency against, and hold it harmless from, any claim to the contrary.

8. Encryption and Reproduction. Owner warrants that no Deposit Materials will be encrypted or password protected and that all Deposit Materials will be in a readable and useable form (for purposes of the Permitted Use as per the end user license agreement) and will be readily reproducible by Escrow Agency for copying as needed under this Agreement. It is not Escrow Agency's responsibility to discover if any of the Deposit Materials are encrypted or password protected or to provide de-encryption tools/keys, passwords or information needed for decryption.

9. Updates. Owner shall update the Escrow by delivering to Escrow Agency Updated Deposit Materials ("Updates") as described in Annexure A. Updates shall be part of the "Deposit Materials."

10. Deposit Procedure. Deposit Materials in reliable storage media shall be delivered by Owner to <<Escrow Agency>> is not responsible if Owner fails to comply with this.

a. Deposit Inventory Form. Owner will submit with the Deposit Materials a completed Deposit Inventory Form. Such Deposit Inventory Form shall be a representation by Owner to Beneficiary and <<Escrow Agent>> that the Deposit Materials conform to the descriptions and identifications in the Deposit Inventory Form.

b. Confirmation. To confirm receipt of the Deposit Materials, Escrow Agency will mail or otherwise deliver a copy of the Deposit Inventory Form to Owner and Beneficiary.

c. Deficiency. If Beneficiary believes that the Deposit Materials, as identified in the Deposit Inventory Form, are deficient (e.g., incomplete or inadequate) or if there is some other problem, then Beneficiary shall notify Owner and resolve the matter with Owner. It is Owner's responsibility to deposit all required Deposit Materials.

d. Verification. Escrow Agency is not responsible for verifying the completeness, accuracy, suitability, state, format, safety, quality, or content of the Deposit Materials. However, at the request of Beneficiary, Escrow Agency may conduct technical verifications of Deposit Materials for Beneficiary in accordance with a Technical Verification Addendum. Beneficiary must pay Escrow Agency's then-current fees plus expenses for the technical verifications.

11. Replacement of Obsolete Deposit Materials. Owner and Beneficiary may jointly identify for Escrow Agency Deposit Materials which become obsolete, outdated or redundant and instruct Escrow Agency to destroy or return the identified Deposit Materials. Such identification shall be made in writing and must be consistent with the labelling and

identification used by Owner when the Deposit Materials were deposited with Escrow Agency >>. The "Deposit Materials" shall cease to include any destroyed or returned Deposit Materials.

12. Release of Deposit Materials - Request of Beneficiary. Beneficiary shall be entitled to receive the Deposit Materials if the Release Condition described in Annexure B occurs. The following release procedure shall apply:

a. Notice to Escrow Agency. Beneficiary shall give written notice to Escrow Agency informing Escrow Agency >> that the Release Condition has occurred, and shall request Escrow Agency in writing to release the Deposit Materials to Beneficiary.

b. Notice to Owner. Escrow Agency shall then promptly send written notice to Owner of Beneficiary's notice and request for release. Such notice will be sent by Speed Post with Acknowledgement Due.

c. Release and Waiting Period. Unless there is a timely dispute or objection as provided in Section 9 (d) below, <<Escrow Agent>> shall release the Deposit Materials to Beneficiary promptly after expiration of the Waiting Period. The "Waiting Period" shall be four weeks, beginning on the date that the notice is sent by Escrow Agency to Owner.

d. Dispute. If Owner disputes Beneficiary's right to the Deposit Materials or otherwise objects to their release, then Owner must give written notice of such dispute or objection to Escrow Agency prior to the conclusion of the Waiting Period. If Escrow Agency receives such timely notice of dispute or objection, then Escrow Agency will not release the Deposit Materials to Beneficiary until the dispute or objection is resolved by Owner and Beneficiary in accordance with Section 17 or by court order. Such resolution will determine whether or not Beneficiary is entitled to receive the Deposit Materials from Escrow Agency. <<Escrow Agent>> has no obligation to determine whether or not Beneficiary is entitled to the Deposit Materials.

e. Partial Release. If Owner believes that Beneficiary is entitled to a release of only a portion of the Deposit Materials, it is the responsibility of Owner to indicate this in a written notice to Escrow Agency and to clearly identify in such notice the portion of the Deposit Materials that should be released to Beneficiary and what should not be released. This notice must be given promptly and must be received by Escrow Agency within the above Waiting Period. If the Beneficiary believes that it is entitled to more than said portion of the Deposit Materials, then this dispute shall be resolved in accordance with Section 17.

13. Release of Deposit Materials - Owner's Instruction. Upon receipt of notice and instruction from Owner and the receipt of the Release Fee, <<Escrow Agent>> shall release the Deposit Materials to Beneficiary.

14. Copies. Any Deposit Materials released to Beneficiary under this Agreement may be in the form of a copy of the Deposit Materials. <<Escrow Agent>> may copy the Deposit Materials for the purposes of this Agreement or for back-up. Such copies shall be considered Deposit Materials for the purposes of this Agreement.

15. Use of Released Deposit Materials. Deposit Materials released to Beneficiary under this Agreement may only be used by Beneficiary as permitted in Annexure B ("Permitted Use"). Owner hereby licenses Beneficiary to practice the Permitted Use. Although

Beneficiary is not entitled to receive any Deposit Materials until after a release under this Agreement, this Permitted Use license is granted as of the date of this Agreement and shall predate any bankruptcy petition subsequent to such date. If this Agreement is rejected by Owner as a debtor in possession or by a trustee or by any other person or entity under a bankruptcy proceeding, petition law or regulation of a similar nature in India or any foreign jurisdiction, this shall not negate, prejudice or limit any other rights which Beneficiary may have.

16. Fees. <<Escrow Agent>> shall receive the following fees and payments:

a. Annual Fee. Beginning on the date of this Agreement and on each anniversary thereafter until termination of the Escrow, the Annual Fee shall be paid to <<Escrow Agent>> in accordance with the Fee Schedule (Annexure C). The Annual Fee is payable at the beginning of the contract year to which it is applicable.

b. Excess Update Fee. Four Updates to the Escrow per contract year are included at no extra charge. If more than four Updates are made in a contract year, the Excess Update Fee shall be paid to <<Escrow Agent>> for each extra Update in accordance with the Fee Schedule (Annexure C).

c. Release Fees. If Beneficiary requests a release of the Deposit Materials under Section 9, Beneficiary shall pay the Release Fee (Annexure C) to <<Escrow Agent>> prior to the release. If the Deposit Materials are released at the instruction of Owner, Owner shall pay the Release Fee to Escrow Agency prior to the release.

d. Excess Storage Charges. If the storage requirement for the Deposit Materials exceeds 530 cubic inch then the Excess Storage Charge shall be paid to Escrow Agency in accordance with the Fee Schedule (Annexure C).

e. Increases. The fees set forth in Annexure C are fixed for three years. Thereafter, fees are subject to reasonable increase by Escrow Agency upon advance written notice. Escrow Agency 's then-current fees shall be payable.

f. Costs. Beneficiary shall pay Escrow Agency for reasonable out of pocket costs incurred by Escrow Agency in releasing, copying and delivering the Deposit Materials to Beneficiary if the release is requested by Beneficiary. Owner shall be responsible for such costs if the release is requested by Owner. Owner and Beneficiary shall pay Escrow Agency for all other costs reasonably incurred by Escrow Agency in connection with this Agreement or the Escrow. Costs are not included in the above fees and are payable in addition to the above fees.

17. Termination of Escrow by Beneficiary or Termination Condition. The Escrow and Beneficiary's rights under this Agreement will terminate if any of the following occurs:

a. Beneficiary gives written notice of Escrow termination to Escrow Agency .

b. A termination condition under Annexure B is satisfied in accordance with Annexure B. If any such termination condition is satisfied, then Beneficiary and Owner will give prompt written notice thereof to Escrow Agency. If such notice is given by Owner, but not the Beneficiary, then Escrow Agency may send notice thereof to Beneficiary and if Escrow Agency does not receive a written objection from Beneficiary within three weeks after the date of Escrow Agency's notice, then Escrow Agency may terminate the Escrow.

c. Beneficiary breaches this Agreement and does not cure such breach within 30 days of written notice of such breach, and Escrow Agency gives notice of termination.
d. The Escrow terminates under Section 18.
e. Escrow Agency India will have no obligation or liability to Beneficiary after termination of the Escrow.

18. Termination of Escrow by Owner or Escrow Agency. Subject to Section 17, this Escrow may be terminated by either Owner or Escrow Agency upon 90 days advance written notice of termination to the other Parties. Termination will not be effective until the end of the 90 day period (and any extension pursuant to Section 17). If a Release Condition occurs and Escrow Agency is given written notice thereof prior to the date of termination, then the Escrow will not terminate without the written consent of Beneficiary. Upon termination of the Escrow the following shall apply:

a. Escrow Agency shall either return the Deposit Materials to Owner or destroy the Deposit Materials, whichever Owner requests. If destruction is requested, Escrow Agency will certify in writing to Owner that such destruction has occurred.
b. Escrow Agency shall have no obligation or liability to Owner or Beneficiary after termination.
c. Termination of the Escrow shall not affect any rights or licenses granted to Escrow Agency or Beneficiary with respect to Deposit Materials released to (or which should be released to) Beneficiary because of a Release Condition occurring prior to the date of termination.

19. Establishment of Substitute Escrow. During the 90 day period under Section 15, Owner shall establish a substitute escrow with a third party escrow agent for the benefit of Beneficiary. The substitute escrow must be approved by Beneficiary, but such approval will not be unreasonably withheld or delayed. If necessary, this matter shall be resolved in accordance with Section 20. If more than 90 days is needed to establish the substitute escrow and if Escrow Agency receives written notice from Owner or Beneficiary of such need prior to the end of such 90 days, then the 90 day period under Section 15 shall be extended as reasonably necessary and the Escrow shall not terminate until Escrow Agency receives written notice from Owner that the substitute escrow has been established and approved.

20. Dispute Resolution. In the event of any dispute between the Parties relating to this Agreement or the Escrow, they shall first seek to settle the dispute by mutual agreement. If they have not reached a settlement within one week, then any disputing Party may thereafter submit the dispute to arbitration, and if so submitted, such dispute shall be finally settled by arbitration conducted in accordance with the commercial arbitration rules of the Indian Council of Arbitration or its successor. The disputing Parties shall attempt to mutually agree upon a neutral arbitrator. If the disputing Parties cannot reach such agreement, they shall request the Indian Council of Arbitration or its successor to designate a neutral arbitrator. Any arbitration involving Escrow Agency as a party shall be conducted in Raipur, Chhattisgarh India. Any arbitration to which Escrow Agency is not a party shall be conducted in Owner's city as indicated at the beginning of this Agreement. The institution of any arbitration proceeding hereunder shall not relieve any Party of its obligation to make payments under this Agreement. The decision by the

arbitrator shall be binding and conclusive upon the Parties, their successors, assigns and trustees and they shall comply with such decision in good faith, and each Party hereby submits itself to the jurisdiction of the courts of the place where the arbitration is held, but only for the entry of judgment or for the enforcement of the decision of the arbitrator hereunder. Judgment upon the award may be entered in any court having jurisdiction.

21. Protection of Deposit Materials. Escrow Agency shall keep the Deposit Materials delivered to it in secure storage and shall keep the contents thereof confidential. If any of the Deposit Materials are damaged, destroyed or lost by fire, theft, accident, or other mishap or cause, Owner shall promptly submit to Escrow Agency such Updates and replacements as are necessary to replace the damaged, destroyed or lost Deposit Materials. There shall be no Excess Update Fees charged to Owner for such Updates or replacements.

22. Indemnification. In the event that Escrow Agency takes any action or inaction at the request or demand of Owner or Beneficiary, then the Owner or Beneficiary making such request or demand shall indemnify and hold harmless Escrow Agency and its directors, officers, employees, shareholders, and representatives from and against any and all liabilities, claims, judgments, damages, losses and expenses, including attorneys' fees, arising out of or relating to such action or inaction.

23. Depository Only. Escrow Agency acts hereunder as a depository only and is not responsible or liable for the completeness, accuracy, suitability, state, format, safety, quality, content, sufficiency, correctness, genuineness or validity of the Deposit Materials or any document submitted to Escrow Agency or the execution of the same or the identity, authority, or rights of any person executing or depositing the same. Escrow Agency is not responsible for any loss of Deposit Materials due to defective, outdated, or unreliable storage media (e.g., CD ROMs, magnetic tape, disks, etc.) or for the degradation of storage media.

24. Uncertainty. Notwithstanding anything in this Agreement to the contrary, if Escrow Agency is uncertain as to any duty, obligation, demand, or right, Escrow Agency may hold the Deposit Materials and refrain from taking any action and wait for a final resolution under Section 17 or a court order.

25. Reliance. Escrow Agency shall not incur any liability in acting upon any notice, request, waiver, consent, receipt or other paper or document believed by Escrow Agency to be genuine and to be signed by the proper party or parties, or in acting upon any resolution under Section 20 or any court order.

26. Extraordinary Services. In addition to the Fees and Charges for the usual services of Escrow Agency under this Agreement (see Section 16 and Annexure C), Escrow Agency shall be entitled to additional reasonable compensation should Escrow Agency be requested or required to perform any additional or extraordinary service; and Escrow Agency shall be reimbursed for any out-of-pocket expenses (including, without limitation, travel expenses and fees of counsel) reasonably incurred in connection with such additional or extraordinary services. Extraordinary services include, but are not limited to, any involvement of Escrow Agency at the request or demand of Owner or Beneficiary, in any meeting, mediation, arbitration or litigation between Owner and Beneficiary.

27. Disclaimer. ESCROW AGENCY MAKES NO WARRANTY NOT EXPRESSLY SET FORTH HEREIN. ANY IMPLIED WARRANTIES ARE DISCLAIMED AND EXCLUDED BY ESCROWTECH.

28. Limitation on Liability. FOR ANY AND ALL CLAIMS AND CAUSES OF ACTION (INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, TORT, MALPRACTICE, ETC.), ESCROW AGENCY'S AGGREGATE LIABILITY TO OWNER AND BENEFICIARY SHALL NOT EXCEED THE TOTAL FEES PAID TO ESCROW AGENCY UNDER THIS AGREEMENT. IN NO EVENT SHALL ESCROW AGENCY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SIECIAL, OR PUNITIVE DAMAGES OR LOSS OF PROFITS, REVENUES OR BUSINESS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

29. Interpretation. The wording used in this Agreement is the wording chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against or in favour of any Party. Section headings are for convenience only, and do not limit or affect the provisions of this Agreement or their interpretation.

30. Entire Agreement. This Agreement constitutes the entire agreement of the Parties relating to the Escrow. This Agreement sets forth all the duties and obligations of Escrow Agency with respect to any and all matters relating to this Agreement, the Escrow or the Deposit Materials. Escrow Agency has no implied duties or obligations.

31. Force Majeure. Except for obligations to make payment, no Party shall be liable for any failure to perform arising from causes beyond its control, including, but not limited to, fire, storm, flood, earthquake, explosion, accident, theft, terrorism, acts of public enemies, war, insurrection, sabotage, illness, labour disputes or shortages, product shortages, failure or delays in transportation, inability to secure materials, parts or equipment, acts of God, or acts of any governmental authority or agency thereof.

32. Governing Law. This Agreement is made and entered into in Raipur, Chhattisgarh, India. This Agreement, the Escrow and the relationship of Escrow Agency with Owner and Beneficiary shall be governed and construed under and in accordance with the laws of the Republic of India without regard to conflict of laws principles. Furthermore, in the event of any litigation or arbitration between Escrow Agency and Owner or between Escrow Agency and Beneficiary, such litigation or arbitration shall be conducted exclusively in Raipur, Chhattisgarh, India, and the Parties hereby agree and submit to such jurisdiction and venue.

33. Notices. All notices under this Agreement shall be in writing and shall be delivered to the address indicated for the intended Party at the beginning of this Agreement, or to such substitute address as any Party may designate for itself by proper notice to the other Parties. It is the responsibility of each Party to keep the other Parties informed of its then-current address and telephone and fax numbers.

34. Modification. This Agreement may only be modified, amended or rescinded by a writing signed by all affected Parties.

35. Assignment. This Agreement may be assigned by a Party to a successor who acquires substantially all of such Party's business assets relevant to the subject matter of this Agreement. The assigning Party must give notice thereof to the other affected Parties and

must deliver to such other affected Parties a copy of the successor's written agreement to accept this Agreement and to assume the assigning Party's position under this Agreement.

36. Registration of Document: The Owner shall file copies of the 'Software Escrow Agreement', 'Deposit Inventory Form(s)', 'Beneficiary Registration Form(s)' and 'Addition of Software Product Form(s)' with the relevant Registrar of Companies for registration of the same in the manner required by Section 125 of the Indian Companies Act of 1956 (or any of its future embodiments) within thirty days from the date of signing the respective document. It is the Owner's responsibility to comply with this clause and subsequently notify the Beneficiary along with documentary evidence of such filing. Escrow Agency is not responsible if the owner fails to comply with this.

37. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The persons signing below represent that they are duly authorized to execute this Agreement for and on behalf of the Party for whom they are signing.

Agreed to and accepted by:

Annexure A

1. End user License Agreement
2. The details of the software – architecture, functionality, trade name, version
3. The deposit material
4. The updates

If and as CHiPS receives under the License Agreement any new version of, update to, or replacement for the Software, Owner shall update the Escrow by delivering to Escrow Agency the corresponding new version of, update to, or replacement for the Deposit Materials ("Updated Deposit Materials" or "Updates"). Owner shall keep the Deposit Materials current with the Software licensed or provided to Beneficiary under the License Agreement. However, Owner shall not be obligated to provide Updates more frequently than ____2____ times per contract year.

Annexure B

1. Release Condition

The "Release Condition" shall be deemed to have occurred in the event of any of the following:

a. In the event that the Owner is wound up, or ordered wound up, or has a winding up petition ordered against it, or assigns all or a substantial part of its business or assets

for the benefit of creditors, or permits the appointment of a receiver for the whole or substantial part of its business or assets, or otherwise ceases to conduct its business in the normal course, or files a voluntary petition in bankruptcy or an involuntary petition in bankruptcy is filed against the Owner which is not dismissed within 60 days thereafter

b. Owner discontinues business because of insolvency or bankruptcy, and no successor assumes Owner's Software maintenance obligations under the License Agreement.

2. Permitted Use

In the event that the Deposit Materials are released to Beneficiary, the following shall apply:

a. Beneficiary may only use the Deposit Materials to maintain, modify and enhance the software as per the e-Procurement Services Agreement and for the period mentioned in it.

3. TERMINATION OF ESCROW – TERMINATION CONDITIONS

In addition to other grounds for termination under listed earlier, the Escrow will terminate if any of the following termination conditions is satisfied:

a. Owner's obligations to provide maintenance and support services to Beneficiary for the Software have ended.

The agreement governing the maintenance and support services means "e Procurement Services Agreement "dated XXXXXXXXX

Annexure C

The fees for the escrow services

==========END OF THE DOCUMENT==========