Selection of System Integrator for Implementation of e-Governance Services for Chandigarh Smart City

Request for Proposal

Disclaimer

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Chandigarh Smart City Ltd. (CSCL) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an Agreement and is neither an offer nor invitation by the Chandigarh Smart City Ltd. (CSCL) to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (BIDs) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Chandigarh Smart City Ltd. (CSCL) in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Chandigarh Smart City Ltd. (CSCL), its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Chandigarh Smart City Ltd. (CSCL) accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Chandigarh Smart City Ltd. (CSCL), its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this BID Stage.

The Chandigarh Smart City Ltd. (CSCL) also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Chandigarh Smart City Ltd. (CSCL) may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Chandigarh Smart City Ltd. (CSCL) is bound to select a Bidder or to appoint the Selected Bidder, for the Project and the Chandigarh Smart City Ltd. (CSCL) reserves the right to reject all or any of the Bidders or BIDs without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its BID including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Chandigarh Smart City Ltd. (CSCL) or any other costs incurred in connection with or relating to its BID. All such costs and expenses will remain with the Bidder and the Chandigarh Smart City Ltd. (CSCL) shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the BID, regardless of the conduct or outcome of the Bidding Process.

Table of Contents

1   Fact Sheet

Clause Reference	Topic
Section 4.2	The Method of Selection is: Quality cum Cost Based Selection (QCBS) The technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightages of 30%.
Section 3.5.2	RFP can be Downloaded from https://etenders.chd.nic.in. Bidders are required to submit the non-refundable **Document Fee Rs. 25,000/- (Rupees Twenty-Five Thousands only) +18% GST** by Bank Transfer through RTGS in the A/c of CSCL.
Section 3.5.3	**EMD Rs.25.00 lakhs (Rupees Twenty Five Lakh only)** in the form of crossed Bank Demand Draft in favour of **Chandigarh Smart City Limited** payable at **Chandigarh**. The Scanned copy of Demand Draft or proof of bank transfer of requisite amount of Bid Security shall be submitted online. The Original Demand Draft shall be submitted at the office of CSCL i.e. **Building No. 1, 2nd & 3rd Floor, Adjoining SCO 17-18-19, Over New Bridge, Sector 17-A, Chandigarh – 160017 (INDIA)** on the date of opening of Technical Bid.
Section 3.4	Pre-bid meeting will be held on 10/06/2019, 11:00 AM at Conference Room, Building No. 1, 2nd & 3rd Floor, Adjoining SCO 17-18-19, Over New Bridge, Sector 17-A, Chandigarh – 160017 (INDIA). +91 172 5043196 +91 172 5043196 smartcity.chd@nic.in All queries should be received on or before 09/06/2019, 17:00 PM through email.
Section 3.6.2	Proposals should be submitted in the following language(s): English
Section 3.9.2	Proposals must remain valid for 75 days after the submission date, i.e., until: 04/07/2019, 15:30 PM
Section 3.5.5	Bidders must upload and submit on the eProcurement portal https://etenders.chd.nic.in all the items (documents), as per the folder structure specified on the eProcurement portal.
Section 3.5.5	Proposals submitted after 04/07/2019, 15:30 PM will not be accepted by the eProcurement portal

2   Request for Proposal

Online tenders are invited from eligible, reputed, qualified Information Technology (IT) firms with sound technical and financial capabilities for design, development, implementation and maintenance of an end to end solution along with the establishment and operation of e-Governance Services identified by Chandigarh Smart City Limited as detailed out in the scope of work under Volume 2 Section 2 of this RFP document. This invitation to bid is open to all bidders meeting the minimum eligibility criteria as mentioned in Section 4.1 of this RFP document.

2.1   Structure of the RFP

This RFP document for the project of design, development, implementation and maintenance of an end to end solution along with the establishment and operation of e-Governance Services for the CSCL comprises of the following.

- i. Instructions on the bid process for the purpose of responding to this RFP. This broadly covers:
    - a. General instructions for bidding process
    - b. Bid evaluation process including the parameters for pre-qualification, technical evaluation and commercial evaluation to facilitate the CSCL in determining Bidder's suitability as the implementation partner
    - c. Payment schedule
    - d. Commercial bid and other formats
- ii. Functional and technical requirements of the project. The contents of the document broadly cover the following areas:
    - a. About the project and its objectives
    - b. Scope of work for the implementation agency
    - c. Functional and Technical requirements
    - d. Project Schedule
    - e. Service levels for the implementation partner

    The Bidder is expected to respond to the requirements as completely and in as much relevant detail as possible, and focus on demonstrating Bidder's suitability to become the implementation partner of the CSCL.

- iii. Master Service Agreement (MSA), Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA).(provided separately in Annexure I)

    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.

2.2   Background information

2.2.1   Basic Information

- a. CSCL invites responses ("Tenders") to this Request for Proposals ("RFP") from reputed Information Technology (IT) companies/ systems implementation agencies ("Bidders") for the provision of e-Governance System Implementation Services as described in Section 2 of volume 2 of this RFP, "Scope of Work" ("the System Implementations/Turnkey Solutions").
- b. Any contract that may result from this procurement competition will be issued for a term of as mention in Clause 3 of Volume 3 of this RFP. ("the Term").
- c. The CSCL reserves the right to extend the Term for a period. Such extension or extensions will be on the same terms and conditions.
- d. Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received late WILL NOT be considered in this procurement process.

2.2.2   Project Background

2.2.2.1   About Chandigarh Smart City Limited

Smart Cities Mission was launched by Government of India on 25th June, 2015. Chandigarh city was selected among 100 cities to be developed as smart city in India due to various achievements, initiatives and all- inclusive approach. Accordingly, Chandigarh city had submitted "Smart City Proposal" (SCP) to Ministry of Urban Development, Government of India with required consent of UT of Chandigarh and statutory authority of Municipal Corporation Chandigarh.

The city of Chandigarh has been selected to be developed into a smart city under the fast track mode of first phase of the Smart Cities Mission. The Smart City Proposal of Chandigarh includes the smart city solutions which involve the use of technology, information and data to improve infrastructure and services within the city of Chandigarh (The Smart Solutions Projects).

The Chandigarh Smart City Ltd. (CSCL) now intends to select a System Integrator to design develop, implement and operate & manage for 5 years e-Governance/ Mobile Enabled Services.

The key objective of this project is to establish a collaborative framework where input from different functional departments such as transport, water, fire, police, meteorology, e-governance, etc. can be assimilated and analysed on a single platform; consequently, resulting in aggregated city level information. Further this aggregate city level information can be converted to actionable intelligence, which would be propagated to relevant stakeholders and citizens.

3 Instructions to Bidders

3.1 General

a. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers and other required advisors in relation to this RFP.

b. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the CSCL on the basis of this RFP.

c. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the CSCL. Any notification of preferred Bidder status by the CSCL shall not give rise to any enforceable rights by the Bidder. The CSCL may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the CSCL.

d. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

3.2 Compliant Proposals / Completeness of Response

a. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

b. Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
   i. Include all documentation specified in this RFP;
   ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP
   iii. Comply with all requirements as set out within this RFP.

3.3 Code of integrity

No official of a procuring entity or a bidder shall act in contravention of the codes which includes

a. prohibition of
   i. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
   ii. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
   iii. any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
   iv. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
   v. any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
   vi. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
   vii. obstruction of any investigation or auditing of a procurement process.
   viii. making false declaration or providing false information for participation in a tender process or to secure a contract;

b. disclosure of conflict of interest.

c. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

3.4 Pre-Bid Meeting & Clarifications

3.4.1 Pre-bid Conference

a. CSCL shall hold a pre-bid meeting with the prospective Bidders on 10/06/2019, 11:00 AM at Conference Room, Building No. 1, 2nd & 3rd Floor, Adjoining SCO 17-18-19, Over New Bridge, Sector 17-A, Chandigarh – 160017 (INDIA).

b. The Bidders will have to ensure that their queries for pre-bid meeting should address to the Chief Executive Officer, Chandigarh Smart City Limited and reach by email only on or before 09/06/2019, 17:00 PM

c. The queries should necessarily be submitted in the following format:

S. No.	RFP document reference(s) (Section)	RFP document reference(s) (page number)	Content of RFP requiring clarification(s)	Points of clarification
1.				
2.				
3.				
4.				
5.				

d. CSCL shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the CSCL.

3.4.2 Responses to Pre-Bid Queries and Issue of Corrigendum

a. The CSCL will endeavour to provide timely response to all queries. However, CSCL makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does CSCL undertake to answer all the queries that have been posed by the Bidders.

b. At any time prior to the last date for receipt of bids, CSCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.

c. The corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the https://etenders.chd.nic.in only and will not be communicated to participants separately.

d. Any such corrigendum shall be deemed to be incorporated into this RFP.

e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, the CSCL may, at its discretion, extend the last date for the receipt of Proposals.

3.5 Key instructions of the bid

3.5.1 Right to Terminate the Process

a. CSCL may terminate the RFP process at any time and without assigning any reason. CSCL makes no commitments, express or implied, that this process will result in a business transaction with anyone.

b. This RFP does not constitute an offer by the CSCL. The Bidder's participation in this process may result CSCL selecting the Bidder to engage towards execution of the subsequent contract.

3.5.2 RFP Document Fees

a. The RFP documents have been made available for download from the website https://etenders.chd.nic.in.

b. Bidders shall pay document fee as mentioned in Fact Sheet by the way Bank Transfer through RTGS in the A/c of CSCL (**A/c No.: 50100074016350; A/c Name: Chandigarh Smart City Limited; Bank Name & Address: HDFC Bank, SCO 78-79, Sector 8-C, Chandigarh (UT), Chandigarh - 160018; IFSC: HDFC0000107**). Proposals received without or with inadequate RFP Document fees shall be rejected.

3.5.3 Bid Security

a. Bidders shall submit, along with their Proposals, an EMD of amount mentioned in Fact Sheet only, in the form of a Demand Draft (DD) or by Bank Transfer through RTGS in the A/c of CSCL. The payment transfer related information is as follows:

i. Demand Draft: Favouring **Chandigarh Smart City Limited,** payable at **Chandigarh**

ii. Electronic Bank Transfer through RTGS:
A/c No.: 50100074016350;
A/c Name: Chandigarh Smart City Limited;

Bank Name & Address: HDFC Bank, SCO 78-79, Sector 8-C, Chandigarh (UT), Chandigarh - 160018; IFSC: HDFC0000107

b.   The EMD given by all the bidder except the lowest bidder shall be refunded immediately after the expiry of stipulated bid validity period or immediately after acceptance of successful bidder, whichever is earlier without any interest. The EMD submitted by the Successful Bidder shall be released without any interest upon furnishing of the Performance Security, by way of an irrevocable Bank Guarantee, issued by a scheduled bank located in India in favour of CSCL for due and punctual performance of the obligations relating to the Project as per the format provided in Appendix III.

c.   Proposals not accompanies with the EMD or containing EMD with infirmity(ies) (relating to the amount or validity period etc.), mentioned above, shall be summarily rejected.

d.   The EMD may be forfeited in the event of:
   ▪   A Bidder withdrawing its bid during the period of bid validity A successful Bidder fails to sign the subsequent contract in accordance with this RFP
   ▪   The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP
   ▪   A Proposal contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers.

3.5.4   Submission of Proposals

The Bidder shall prepare both technical and Financial Proposal in the format specified at Appendix of this RFP and upload on http://etenders.chd.nic.in

The documents of Proposal shall have as prescribed hereunder -

a.   **Folder A: Pre-Qualification Documents**
   Document Fee as mentioned in Fact Sheet
   Bid Security as mentioned in Fact Sheet
   Pre – Qualification Documents as mentioned in Clause 4.1 of ITB

b.   **Folder B: Technical Proposal**
   Technical Qualification Documents as mentioned in Clause 4.1.2 of ITB

c.   **Folder C: Financial Proposal**
   Financial Proposal as per E-Bid format available on e – tender website only.

All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.

3.5.5   Bidder's authorised signatory

A Proposal should be accompanied by an appropriate board resolution or power of attorney in the name of an authorised signatory of the Bidder stating that he is authorised to execute documents and to undertake any activity associated with the Bidder's Proposal. A copy of the same should be uploaded under the relevant section/folder on the e-Procurement portal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

3.6   Preparation and Submission of Proposals

3.6.1   Proposal Preparation Costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP 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 CSCL to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. CSCL will in no event be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.6.2 Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of Proposal evaluation, the English translation shall govern.

3.6.3 Venue & Deadline for Submission of Proposals

In case of e-Procurement, the response to RFPs must be submitted on the eProcurement portal https://etenders.chd.nic.in by the date and time specified in Fact Sheet of this RFP. Any proposal submitted on the portal after the above deadline will not be accepted and hence shall be automatically rejected. CSCL shall not be responsible for any delay in the submission of the documents.

3.6.4 Proposals submitted after designated time of submission

Bids submitted after the due date will not be accepted by the e-Procurement system https://etenders.chd.nic.in and hence will automatically be rejected. The CSCL shall not be responsible for any delay in the online submission of the proposal.

3.7 Consortiums & Sub-Contracting

3.7.1 Consortiums

Bidder may be a single entity or a consortium. In case of consortium, consortium comply to the following additional requirements:

a. Number of members in a consortium shall not exceed 2 (two);
b. OEM/SI can be member of a consortium;
c. Subject to the provisions of clause (a) above, the Proposal should contain the information required for each member of the Consortium;
d. Members of the Consortium shall nominate one member as the lead member (the "Lead Member"). The nomination(s) shall be supported by a Power of Attorney, as per the format at Form 13 of Appendix I, signed by all the other members of the Consortium;
e. The Proposal should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
f. An individual Bidder/SI/OEM cannot at the same time be member of any other Consortium applying for the qualification. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for the qualification;
g. Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Form 14 of Appendix I (the "Jt. Bidding Agreement"), for the purpose of submitting a Bid. The Jt. Bidding Agreement, to be submitted along with the Proposal, shall, inter alia:
  i. Convey the intent to form a Consortium to perform all commitment(s) in accordance with this RFP, which would enter into the Agreement and subsequently perform all the obligations of the Agreement, in case the Project is awarded to the Consortium;
  ii. Clearly outline the proposed roles and responsibilities, if any, of each member;
  iii. Commit the minimum equity stake to be held by each member. Lead member to commit and maintain minimum 51% but not more than 74% stake in the consortium;
  iv. Include a statement to the effect that All Members of the Consortium shall be liable jointly and severally for all obligations in relation to the Project in accordance with the Agreement; and
h. Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.
i. Lead Member shall be the authorized signatory and CSCL will communicate with him regarding any matter with regard to this project.

3.7.2 Constitution of Consortium

(i) For the purpose of fulfilment of its obligations as laid down under the Contract, where the Authority/CSCL deems fit and unless the Contract requires otherwise, Lead Bidder shall be the sole point of interface for the Authority/CSCL.

(ii) The Consortium member has agreed that Lead Member is the prime point of contact between the Consortium and the Authority/CSCL and it shall be primarily responsible for the discharge and administration of all the

obligations contained herein and, the Authority/CSCL, unless it deems necessary shall deal only with Lead Member. Lead Member along with all consortium members shall be jointly and severally responsible for the project execution.

(iii) Without prejudice to the obligation of the Consortium member to adhere to and comply with the terms of this Contract, the Consortium member has executed and submitted a Power of Attorney in favour of Lead Member authorizing him to act for and on behalf of such member of the Consortium and do all acts as may be necessary for fulfilment of contractual obligations.

(iv) The Authority/CSCL reserve the right to review, approve and require amendment of the terms of the Consortium Contract or any contract or agreements entered into by and between the members of such Consortium and no such agreement/contract shall be executed, amended, modified and/or terminated without the prior written consent of the Authority. An executed copy of each of such agreements/contracts shall, immediately upon execution be submitted by Lead Member to the Authority/CSCL.

(v) Where, during the term of this Contract, Lead Member terminates any contract/arrangement or agreement relating to the performance of Services, Lead Member shall be responsible and severally liable for any consequences resulting from such termination. Lead Member shall in such case ensure the smooth continuation of Services by providing a suitable replacement to the satisfaction of the Authority at no additional charge and at the earliest opportunity."

3.7.3   Sub – Contracting
Sub – Contracting is allowed only for Manpower and Cloud Services after prior approval of CSCL.

3.8   Deviations
The Bidder may provide deviation to the contents of the RFP document in the format prescribed in Form 12.

The Evaluation Committee would evaluate and classify them as "material deviation" or "non material deviation". In case of material deviation, the committee may decide to "monetize" the value of the deviations, which will be added to the price bid submitted by the Bidder OR declare the bid as nonresponsive. The Bidders would be informed in writing on the committee's decision on the deviation, prior to the announcement of technical scores. The Bidders would not be allowed to withdraw the deviations submitted without the prior consent of the CSCL. In case of non-material deviations, the deviations would form a part of the proposal & subsequent agreement.

3.9   Evaluation Process
a.   The CSCL will constitute a committee to evaluate the responses of the Bidders (Evaluation Committee).
b.   The Evaluation Committee constituted by the CSCL shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability of a Bidder to submit requisite supporting documents / documentary evidence within a reasonable time provided to it, may lead to the Bidder's Proposal being declared non-responsive.
c.   The decision of the Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Evaluation Committee.
d.   The Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
e.   The Evaluation Committee reserves the right to reject any or all Proposals on the basis of any deviations contained in them.
f.   Each of the responses shall be evaluated as per the criterions and requirements specified in this RFP.

3.9.1   Proposal opening
The Proposals submitted up to 15:30 PM on 04/07/2019 will be opened at 16:30 PM on 04/07/2019 by the officer authorized by the Chief Executive Officer, Chandigarh Smart City Limited in the presence of the Bidder's representatives who may be present at the time of opening. The representatives of the Bidders are advised to carry an identity card or a letter of authority from the Bidding entity to identify their bonafides for attending the opening of the Proposal.

3.9.2   Proposal validity
The Proposal shall remain valid for a period not less than 75 days from the date of submission of the Proposal.

3.9.3 Proposal evaluation

a. Initial Proposal scrutiny will be held to confirm that Proposals do not suffer from the infirmities detailed below. Proposals will be treated as non-responsive, if a Proposal is found to have been:

- submitted in manner not conforming with the manner specified in the RFP document
- Submitted without appropriate EMD as prescribed herein
- received without the appropriate power of attorney
- containing subjective/incomplete information
- submitted without the documents requested in the checklist
- non-compliant with any of the clauses stipulated in the RFP
- having lesser than the prescribed validity period.

The EMD of all non-responsive bids shall be returned to the bidders.

b. All responsive Bids will be considered for further processing as below.

CSCL will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

4 Criteria for Evaluation

4.1 Pre-qualification (PQ) criteria

S. No.	Basic Requirement	Specific requirements	Documents Required
	Document Fee		Scanned Copy of Proof of Bank Transfer through RTGS in the A/c of CSCL.
	Bid Security		Scanned Copy of DD or Proof of Bank Transfer through RTGS in the A/c of CSCL. (Bidder submitting Bid Security through DD shall submit original DD at the time of opening of Technical Bid. Any discrepancy in original DD and Scanned Copy of DD shall result into rejection of Bid.)
	Legal Entity	Should be Company registered under Companies Act, 1956/2013 or a partnership firm registered under LLP Act, 2008 Registered with Tax Authorities Should have been operating for the last five years.	Certificates of Incorporation Registration Certificates
	Sales turnover in system integration	Average annual sales turnover generated from services related to System Integration during the last three financial years i.e. FY 2017-18, 2016-17 and 2015-16 (as per the last published Balance sheets), should be at least Rs. 60.00 Cr. This turnover should be on account of Information and Communication Technology systems development and implementation (i.e. revenue should be on account of system Integration/turnkey solutions or products and their associated maintenance or implementation services, packaged software, etc.) only.	Certificate from the statutory auditor Extracts from the audited balance sheet and profit & loss
	Sales turnover	Average annual sales turnover generated from services related to Development, Implementation and Integration of e – Governance Services for Urban Local Bodies/Central Government /State Government/PSUs during the last three financial years i.e. FY 2017-18, 2016-17 and 2015-16 (as per the last published Balance sheets), should be at least Rs. 15.00 Cr.	Certificate from the statutory auditor Extracts from the audited balance sheet and profit & loss
	Net worth & Profitability	Net worth for FY 2017-18 should be positive. The bidder should not have incurred any loss (Profit After Tax should be positive) in more than 2 (Two) years during available last 5 consecutive balance sheet (2013-2014, 2014-2015, 2015-2016, 2016-2017, 2017-2018)	Certificate from the statutory auditor Bidder should attached relevant portion of duly audited balance sheet for last 5 Financial Years (2013-2014, 2014-2015, 2015-2016, 2016-2017, 2017-2018).

	Technical capability	Bidder must have successfully completed (achieved Go-Live) similar work in past 7 years from bid due date Project value should be as below: One project of similar nature not less than the amount equal to Rs. 12.00 Cr.; OR Two projects of similar nature not less than the amount equal to Rs.9.00 Cr. each; OR Three projects of similar nature not less than the amount equal Rs. 6.00 Cr. each	Completion certificates from the client;
	Proposed Solution	Bidder should have experience of implementation of Similar work in: more than 250 Urban Local Bodies (awarded and completed in last 7 years from bid due date) OR Under implementation at least 2 cities out of 100 Smart Cities that have recently been declared as Smart Cities by Government of India OR 3 Urban Local Bodies with population more than 5 Lakh as per census of India 2011 (awarded and completed in last 7 years from bid due date) OR ULB/Central Government/ State Government/ PSUs of minimum value of Rs. 15 cr. (awarded and completed in last 7 years from bid due date).	Work Order/ Go-Live/ Completion certificate from client.
	Certifications	The Bidder should have following certifications, which should be valid on the date of bid submission: ISO 9001 ISO 27001 (SEI) CMMi Level 3 OR Above for software implementation OR development	Copy of certificate
	Debarment	Not debarred / blacklisted as per policy of blacklisting issued by Chandigarh Administration vide notification dated 27.02.2009	Self-Certificate as per Form 3 of Annexure I.

Note: Projects submitted by the bidder as part of experience towards eligibility and technical qualification criteria should have been undertaken by the bidding entity as a sole bidder or as a consortium member, responsible for specific work experience. The bidder must submit the documentary evidence/agreement showing roles and responsibilities division among consortium members.

4.1.1.1 Similar Work

Implementation and Integration of e – Governance Services for ULB/Central Government /State Government/PSUs. Each such project should involve at least 5 of following modules:
1. Water Supply and Sewerage Connections
2. Integration with existing Birth and Death portal of RGI
3. Online Permission Management (NOC and Permissions)
4. Estate Branch
5. Online Booking of Open Space Building Material
6. Trade & Market License
7. Integration with Property Tax Management System
8. Fire Service

9. Online Grievance Complaint Services
10. E- Challan
11. E-Horticulture Services
12. National Urban Livelihoods Mission
13. Integration with HR, Payroll & Pension Management
14. Store Asset Management
15. DAK System/ e-Office
16. Work/ Project Management System
17. Financial Accounting
18. Integration with Right to Information (RTI)
19. Legal
20. Audit
21. Agenda Branch
22. Apni Mandi and Day Market Branch
23. Public Relation Department
24. Sports and Cultural Branch: Preparation of software for managing events
25. Integration with E-Awas Allotment
26. Workflow management System/ BPM
27. Automated Approval of Building Plan/ Drawings

4.1.2 Technical Qualification Criteria

Bidders who meet the pre-qualifications/eligibility requirements as on date of bid submission would be considered as qualified to move to the next stage of Technical and Financial evaluations.

4.1.3 Scoring Model

S. No.	Criteria	Basis for valuation	Max marks	Supporting Documents
1.	**Company Profile**		**10**	
a.	Average annual sales turnover generated from services related to Development, Implementation and Integration of e – Governance Services for Urban Local Bodies/ central Government/State Government/PSUs during the last three financial years i.e. FY 2017-18, 2016-17 and 2015-16 (as per the last published Balance sheets)	Greater than or equal to Rs. 60.00 Cr.: 10 marks Between Rs.45.00 Cr. and Rs. 59.99 Cr.: 9 marks Between Rs.30.00 Cr. and Rs.44.99 Cr.: 8 marks Between Rs.15.00 Cr. and Rs.29.99 Cr.: 7 marks Less than Rs. 15.00 Cr.: 0 marks	10	▪ Certificate from the statutory auditor ▪ Extracts from the audited balance sheet and profit & loss
2.	**Relevant Strength**		**65**	
a.	No. of years the company in operation since incorporation as on Bid Submission date	If the company in operation since incorporation for Up to 2 Years = 3.5 marks More than 2 Years and less than or equal to 5 Years = 4.0 Marks More than 5 years = 5.0 marks	5	Certificate of Incorporation/ Commencement of Business
b.	The Bidder must have successfully completed (achieved Go-Live) similar work in past 7 years from bid due date, of value more than Rs. 3.0 Cr.	5 or more projects: 30 marks 4 projects: 27 marks 3 projects: 24 marks 2 projects: 21 marks Less than 2 projects : 0 mark	30	Completion certificates from the client;
C.	Bidder should have Experience of providing post implementation support for similar work for a minimum period of one year.	5 or more projects: 30 marks 4 projects: 27 marks 3 projects: 24 marks 2 projects: 21 marks Less than 2 projects : 0 mark	30	Work order or Completion certificates from the client;

S. No.	Criteria	Basis for valuation	Max marks	Supporting Documents
3.	**Approach & Methodology**		**15**	
a.	Solution Proposed Demonstration of understanding of the Department's requirements	Qualitative assessment based on Demonstration of understanding of the Department's requirements through providing: ▪ Solution proposed and its components, ▪ Technologies used, – Scale of implementation, ▪ Learning on Issues ▪ Challenges ▪ Challenges likely to be encountered ▪ Mitigation proposed ▪ – Client references:	10	A Note
b.	Approach and Methodology to perform the work in this assignment	Qualitative assessment based on ▪ –Understanding of the objectives of the assignment: The extent to which the Systems Implementer's approach and work plan respond to the objectives indicated in the Statement/Scope of Work ▪ Completeness and responsiveness: The extent to which the proposal responds exhaustively to all the requirements of all the Terms of Reference. ▪ Tools and Assets which could be leveraged for the assignment [for e.g. Test Case Builders, Effort Estimators, PMU Tool, Load testing etc., depending on the relevance to the Scope of work]	2.5	A Note
c.	Project work break down structure	Qualitative assessment based on timelines, resource assignment, dependencies and milestones	2.5	A Note
4.	**Resource Profile**		**10**	
a.	Resume of all key technical resources proposed for the assignment	Qualitative assessment (2 marks each Key Personal Proposed)	10	

Pre-qualified bidders may be called for a brief Presentation on Approach & Methodology.

Bidders, whose bids are responsive, based on minimum qualification criteria / documents as in Pre-Qualification Criteria and score at least 70% in the (given) defined scoring mechanism would be considered technically qualified. Price Bids of such technically qualified Bidders alone shall further be opened.

4.2 Commercial Bid Evaluation
    a. The Financial Bids of technically qualified Bidders will be opened on the prescribed date in the presence of Bidder representatives.
    b. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

c. The Bidder with lowest qualifying financial bid (L_1) will be awarded 100% score (amongst the Bidders which did not get disqualified on the basis of point b above). Financial Scores for other than L1 Bidders will be evaluated using the following formula:

Financial Score of a Bidder (F_n) = {(Commercial Bid of L_1/Commercial Bid of the Bidder) X 100}%

(Adjusted to two decimal places)

d. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.

e. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.

f. Any conditional bid would be rejected

g. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "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. If there is a discrepancy between words and figures, the amount in words will prevail".

4.3 Combined and Final Evaluation

a. The technical and financial scores secured by each Bidder will be added using weightage of 70% and 30% respectively to compute a Composite Bid Score.

b. The Bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows: -

$B_n = 0.70 * T_n + 0.30 * F_n >$

[In case of 70% weightage to the technical score]

Where

B_n = overall score of Bidder

T_n = Technical score of the Bidder (out of maximum of 100 marks)

F_n = Normalized financial score of the Bidder

c. In the event, the highest composite bid scores of more than one bidder are 'equal', the Bidder securing the highest technical score will be adjudicated as the Successful Bidder for award of the Project.

5 Appointment of Systems Implementation Agency/Partner

5.1 Award Criteria

The CSCL will award the Contract to the successful Bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

5.2 Right to Accept Any Proposal and to Reject Any or All Proposal(s)

The CSCL reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for CSCL action.

5.3 Notification of Award

Prior to the expiration of the validity period, CSCL will notify the successful Bidder in writing or by fax or email, that its proposal has been accepted (Letter of Intent). In case the tendering process / public procurement process has not been completed within the stipulated period, the CSCL, may request the Bidders to extend the validity period of their Proposal.

The decision to extend the validity period of a Bidder's Proposal shall be the Bidder's sole prerogative.

5.4 CSCL Contract finalization and award

The CSCL shall reserve the right to negotiate with the Bidder(s) whose Proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project, as per the guidance provided by Central Vigilance Commission (CVC). On this basis the draft contract agreement would be finalized for award & signing.

5.5 Performance guarantee

On receipt of a letter of intent from the CSCL, the successful Bidder will furnish a bank guarantee, by way of performance security, equivalent to 10 per cent of the total contract value, on or before the signing of the subsequent contract, within 7 days from Letter of Intent, unless specified to the contrary (Performance Guarantee). For extension of time for submission of Performance Guarantee beyond stipulated time, CSCL will charge 12% per annum on daily basis but such extension shall not exceed by another seven (7) days. However, in case last date of submission of performance guarantee happens to be bank holiday the last day of submission shall be the next working day. In case the successful Bidder fails to submit Performance Guarantee within the time stipulated, the CSCL may at its sole discretion cancel the letter of intent without giving any notice and encash the EMD furnished by the Bidder, in addition to any other right available to it under this RFP.

The Performance Guarantee furnished by the successful Bidder shall be in the manner prescribed at Appendix III. The Successful Bidder shall ensure, the Performance Guarantee is valid at all times during the Term of the subsequent contract (including any renewal) and for a minimum period of 60 days beyond all contractual obligations, including warranty terms.

The CSCL may invoke the Performance Guarantee in the event of a material breach by the Successful Bidder leading to termination for material breach.

5.6 Signing of contract

Subsequent to receipt of valid Performance Guarantee from the successful Bidder, the parties shall enter into a contract, incorporating all clauses, pre-bid clarifications and the Proposal of the Bidder, between the CSCL and the Successful Bidder within 15 days of issue of LOI.

5.7 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award/ LoI, in which event CSCL may issue LoI/ award the contract to the next best value Bidder or call for new proposals from the interested Bidders. In such a case, the CSCL shall invoke the PBG of the most responsive Bidder.

6 Key Personnel

S. No.	Manpower Position	Minimum Qualifications
1.	Project Manager	▪ Minimum Education: MCA/B. Tech / B.E. from a reputed institute ▪ Total Experience: At least 10 yrs. ▪ Languages known (Read, Write and Speak): Hindi, English ▪ Should have managed large programs of similar nature in India for at least 5 years ▪ Should be adept at representing the organization at high level meetings with the client ▪ Excellent writing, communication, time management and multitasking Skills
2.	System / Business Analyst	▪ MCA /B. Tech. / B.Sc./ MBA with minimum 5 years of experience as Business analyst in an IT project ▪ Experience of working on Government Projects would be preferable ▪ Adequately skilled on the software application platforms proposed for the project
3.	Database Administrator	▪ MCA / B. Tech / BE (IT or CS) / DBA with minimum of 5 years of work experience with 2 years or more as a DBA for an IT project. ▪ Experience in database activities like instance tuning, schema management, space management, backup and recovery, disaster recovery, data replication, database refresh etc.
4.	Solution Architect	▪ MCA / B. Tech / BE (IT or CS) / Diploma ▪ Minimum 5 years of work experience with 2 years or more as a Solution Architect in the relevant platform
5.	Customer Support Engineer	▪ MCA / B. Tech / BE (IT or CS) / Diploma ▪ Minimum 5 years of work experience with 2 years or more as a Support Engineer at client side in the relevant platform

6.1 Initial Composition; Full Time Obligation; Continuity of Personnel

a. SI shall ensure that each member of the Key Personnel devotes substantial working time to perform the services to which that person has been assigned as per the proposal.

b. SI shall use commercially reasonable efforts to ensure it retains the services of its Key Personnel, including provisioning of competitive compensation, benefits and other conditions to its Key Personnel so as to incentivize them to remain in SI's employment.

c. SI shall not make any changes to the composition of the Key Personnel and not require or request any member of the Key Personnel to cease or reduce his or her involvement in the provision of the Services during the Term (or agree to any request other than from CSCL that would have the same effect):

    i. unless that person resigns, is terminated for cause, dies, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires; or

    ii. without CSCL's prior written consent.

6.2 Evaluations

a. SI shall carry out an evaluation of the performance of each member of the Key Personnel in connection with the Services at least once in each Contract Year. SI shall provide reasonable written notice to CSCL of the date of each evaluation of each member of the Key Personnel and CSCL shall be entitled to provide SI with input for each such evaluation.

b. SI shall promptly provide the results of each evaluation to CSCL, subject to Applicable Law.

6.3 Replacement

a. In case the resource has resigned then the Bidder has to inform within one week of such resignation.

b. SI shall promptly initiate a search for a replacement and use commercially reasonable efforts (including the expenditure of reasonable sums, such as to engage the services of a recruiting firm) to ensure that the role of any member of the Key Personnel is not vacant for any longer than 30 days, subject to reasonable extensions requested by SI of CSCL

c. Before assigning any replacement member of the Key Personnel to the provision of the Services, SI shall provide CSCL with:

    i.   a resume, curriculum vitae and any other information about the candidate that is reasonably requested by CSCL; and

    ii.   an opportunity to interview the candidate.

d.   The Bidder has to provide replacement resource who score at least the same marks as the resource proposed originally on the same evaluation parameters defined in this RFP document. Once this is confirmed, the CSCL shall conduct an interview of the candidate and notify SI within ten days after its interview (or if CSCL does not request an interview within ten working days after SI has provided the information, then it would be deemed as accepted).

e.   If CSCL does object to the appointment, SI shall not assign the individual to that position and shall seek an alternative candidate in accordance with this Section.

f.   The Bidder has to ensure at least 4 weeks of overlap period in such replacements

6.4 High Attrition

a.   If in the first 6 month period from the Contract Effective Date or in any rolling 12 months period during the Term, 15 percent or more of the members of the Key Personnel cease or reduce their involvement in the Services for any reason other than with CSCL's prior written consent, SI shall:

    i.   provide CSCL with a reasonably detailed explanation as to the reasons for such change, including, where applicable and permitted, notes from any exit interviews conducted by SI with any departing member of the Key Personnel; and

    ii.   if such change to Key Personnel has or is likely to have any material adverse impact on the provision of the Services or any substantial part thereof, undertake, at its own costs, such remediation acts as are reasonably necessary in order to improve the retention of the Key Personnel including making reasonable changes to the human resources policies and procedures applicable to the Key Personnel (including those related to compensation, benefits and other conditions so that they are competitive with the market) as may be necessary to ensure that such policies and procedures comply with Good Industry Practice.

7 Fraud and Corrupt Practices

a. The Bidders/Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the CSCL shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the CSCL shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

b. Without prejudice to the rights of the CSCL under Clause above and the rights and remedies which the CSCL may have under the LOI or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Systems Implementation Agency shall not be eligible to participate in any tender or RFP issued by the CSCL during a period of <2 (two) years> from the date such Bidder or Systems Implementation Agency, as the case may be, is found by the CSCL to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

   i. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the CSCL who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the CSCL, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOI or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOI or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the CSCL in relation to any matter concerning the Project;

   ii. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

   iii. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

   iv. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by CSCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

   v. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

8 Conflict of Interest

a. A Bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the CSCL shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the CSCL for, inter alia, the time, cost and effort of the CSCL including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the CSCL hereunder or otherwise.

b. The CSCL requires that the Implementation Agency provides solutions which at all times hold the CSCL's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Systems Implementation Agency shall not accept or engage in any assignment that would be in conflict

with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the CSCL.

c. Without limiting the generality of the above, an Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

  i. the Bidder, its consortium member (the "Member") or Associates (or any constituent thereof) and any other Bidder, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

  - where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on

  - a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

  ii. a constituent of such Bidder is also a constituent of another Bidder; or

  iii. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or

  iv. such Bidder has the same legal representative for purposes of this Application as any other Bidder; or

  v. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Application of either or each of the other Bidder; or

  vi. there is a conflict among this and other Systems Implementation/Turnkey solution assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Systems Implementation Agency will depend on the circumstances of each case. While providing software implementation and related solutions to the CSCL for this particular assignment, the Systems Implementation Agency shall not take up any assignment that by its nature will result in conflict with the present assignment; or

Appendix I: Pre-Qualification & Technical Bid Templates

The Bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria.

Pre-Qualification Bid & Technical Proposal shall comprise of following forms:

Forms to be used in Pre-Qualification Proposal

Form 1: Compliance Sheet for Pre-Qualification Proposal

Form 2: Particulars of the Bidder

Form 3: Undertaking for Debarment/ Black Listing

Form 13: Power of Attorney for lead member of consortium

Form 14: Joint Bidding Agreement

Forms to be used in Technical Proposal

Form 4: Compliance Sheet for Technical Proposal

Form 5: Letter of Proposal

Form 6: Project Citation Format

Form 7: Proposed Solution

Form 8: Proposed Work Plan

Form 9: Team Composition

Form 10: Curriculum Vitae (CV) of Key Personnel

Form 11: Deployment of Personnel

Form 12: Deviations

Form 1: Compliance Sheet for Pre-Qualification Proposal

(The pre-qualification proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre-Qualification proposal)

S. No.	Basic Requirement	Documents Required	Provided	Reference & Page No.
1.	Particulars of the Bidder	As per Form 2	Yes/ No	
2.	Power of Attorney	▪ Power of Attorney in the name of Authorised Signatory ▪ Power of Attorney for Lead Bidder of Consortium	Yes/ No	
3.	Joint Bidding Agreement	As per Form 14	Yes/ No	
4.	Document Fee	Scanned Copy of DD or Proof of Bank Transfer through RTGS in the A/c of CSCL.	Yes/ No	
5.	Bid Security	Scanned Copy of DD or Proof of Bank Transfer through RTGS in the A/c of CSCL.	Yes/ No	
6.	Legal Entity	▪ Certificates of Incorporation ▪ GST Registration Certificates	Yes/ No	
7.	Sales turnover in system integration	▪ Certificate from the statutory auditor ▪ Extracts from the audited balance sheet and profit & loss	Yes/ No	
8.	Sales turnover	▪ Certificate from the statutory auditor ▪ Extracts from the audited balance sheet and profit & loss	Yes/ No	
9.	Net worth & Profitability	▪ Certificate from the statutory auditor ▪ Extracts from the audited balance sheet and profit & loss	Yes/ No	
10.	Technical capability	▪ Form 6 ▪ Completion certificates from the client;	Yes/ No	
11.	Proposed Solution	▪ Form 6 ▪ Work Order / Go-Live/ Completion certificates from the client;	Yes/ No	
12.	Certifications	▪ Copy of certificates	Yes/ No	
13.	Debarment	▪ Self-Certificate as per Form 3	Yes/ No	

Form 2: Particulars of the Bidder

S. No.	Information Sought	Details to be Furnished
1.	Name and address of the bidding Company	
2.	Incorporation status of the firm (public limited / private limited, etc.)	
3.	Year of Establishment	
4.	Date of registration	
5.	ROC Reference No.	
6.	Details of company registration	
7.	Details of registration with appropriate authorities for GST	
8.	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

In case of a Consortium:

The information above (1-8) should be provided for all the Members of the Consortium.

A copy of the Joint Bidding Agreement should be attached to the Proposal.

Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of the Member	Role of each member
1.		
2.		
3.		

Form 3: Undertaking for Debarment/ Black Listing

(duly attested by Notary Public/First Class Magistrate on stamp paper of Rs. 50/-.)

I, _____ authorized signatory of M/s._____sole proprietorship/partnership firm/public/private limited company, having its principal place of business/ registered office at...(Full Address) do hereby solemnly affirm and declare as under:-

a. That I/We do hereby undertake that I/We have not been black listed / Debarred / suspended by any Govt. or Semi Govt. or Corporation or Private Organization during the last seven years ending last day of the month previous to the one in which Bids are invited.

b. That I/We do hereby undertake and confirm that eligible similar works has / have not been executed though another contractor on back to back basis.

c. That I/We do hereby undertake that no complaint / FIR has been registered / no criminal proceedings against the firm / partners of the firm or its director are pending / ongoing in any court of law regarding any offence punishable under IPC / any other law of the land applicable. If any such fact comes to the notice of the CSCL, the CSCL shall reject the tender / bid straightway without assigning any reason.

d. That I/We do hereby undertake that he / she / Director / Partner of the firm / company / agency have never been convicted of any criminal offence.

e. That I/ We do hereby undertake that the particulars given by me are true and correct to the best of my knowledge and belief and nothing has been concealed thereof. I am aware that in case of any discrepancy/ false statement found, it will lead to rejection of my bid / tender and CSCL will debar / blacklist the firm / agency as per policy of blacklisting issued by Chandigarh Administration vide notification dated 27-02-2009.

f. That I/We do hereby undertake that there are no pending dues to be deposited by the agency with any Government Department / Govt. Undertaking or Board or Organization / Public Sector Undertaking anywhere in the country.

g. That I/We do hereby undertake that in case any such violation comes to the notice of Department before the date of start of work or during the execution of work, CSCL shall be free to forfeit the entire amount of earnest money and / or performance guarantee deposited by me.

Signed by an authorized Officer of the Entity

Date:

Form 4: Compliance Sheet for Technical Proposal

(The Technical proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Technical proposal)

For Technical Evaluation

S. No.	Basic Requirement	Documents Required	Provided	Reference & Page No.
1.	Covering Letter for Technical Proposal	As per Form 5	Yes/ No	
2.	Average annual sales turnover generated from services related to Development, Implementation and Integration of e – Governance Services for Urban Local Bodies/ central Government/State Government/PSUs during the last three financial years (Turnover in Rs Crores)	Extracts from the audited Balance sheet and Profit & Loss; and Certificate from the statutory auditor	Yes/ No	
3.	No. of years the company in operation since incorporation as on Bid Submission date	Certificate of Incorporation/ Commencement of Business	Yes/ No	
4.	The Bidder must have successfully completed (achieved Go-Live) similar work in past 7 years from bid due date	Completion certificates from the client; Form 6		
5.	Bidder should have Experience of providing post implementation support for similar work for a minimum period of one year.	Work Order or Completion certificates from the client; Form 6		
6.	Solution Proposed, Approach & Methodology, Understanding and work Plan (As per the requirements specified in Technical Qualification Criteria)	A note (Form 7) and Forms 7A, 7B & 7C The note should highlight understanding of the requirements through providing justifications for: ▪ Solution proposed and its components, ▪ Technologies used, ▪ Challenges likely to be encountered ▪ Learning on how to deal with the challenges ▪ Client references Form 8	Yes/ No	
7.	Resume of all key technical resources proposed for the assignment	CV & a Note (Form 9, 10 and 11)	Yes/ No	
8.	Deviations (if any)	▪ Form 12	Yes/ No	

S. No.	Basic Requirement	Documents Required	Provided	Reference & Page No.
9.	Matrix to be Filled by the Bidder	▪ Form 15	Yes/ No	

Form 5: Letter of Proposal

To:

<Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Subject: Submission of the Technical bid for Selection of System Integrator for Implementation of e-Governance Services for Chandigarh Smart City

Dear Sir/Madam,

We, the undersigned, offer to provide Systems Implementation solutions to the Purchaser on Implementation of e-Governance with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial Bid on the https://etenders.chd.nic.in.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 180 days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Location: _____Date: _____

_____

Form 6: Project Citation Format

Relevant IT project experience (provide no more than 5 projects in the last 5 years)	
General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Service levels being offered/ Quality of service (QOS)	
Technologies used	
Outcomes of the project	
Other Details	
Total cost of the project	
Total cost of the services provided by the respondent	
Duration of the project (no. of months, start date, completion date, current status)	
Duration of Post Implementation Support (no. of months, start date, completion date, current status)	
Other Relevant Information	
Letter from the client to indicate the successful completion of the projects	
Copy of Work Order	

Form 7: Proposed Solution

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present Approach and Methodology divided into the following sections:

a. Solution Proposed
b. Understanding of the project (how the solution proposed is relevant to the understanding)
c. Technical Approach and Methodology
d. Project Work Breakdown Structure

Form 7 A: Solution Proposed

S. No.	Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development)	Version & Year of Release	OEM	Features & Functionalities	O&M Support (Warranty/ATS/ as required as per RFP)	Reference in the Submitted Proposal (Please provide page number/section number/ volume)
1.						
2.						
3.						

Form 7 B: Bill of Material (Software)

S. No.	Item	Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development)	Unit of Measurement	Number of Licenses (Development Environment)	Number of Licenses (UAT)	Number of Licenses (Training)	Number of Licenses (Data Center Production)	Number of Licenses (DR Site)
1.								
2.								
3.								

Form 7 C: Bill of Material (Infrastructure, if any)

For each hardware, provide the following information in a table

   i.   Reference of the server/storage information in the Submitted Proposal (Please provide page number/section number/ volume)
   ii. Services proposed to be hosted on the Server
   iii. Quantity
   iv. Make and Model
   v.   Year of Introduction
   vi. Operating System along with version (if applicable)
   vii. Processor and Number of Cores Offered (if applicable)
   viii. Architecture (RISC/EPIC/CISC) (if applicable)
   ix. RAM/HDD/LAN Ports/ HBA (as relevant)
   x.   Additional Information as required to indicate the compliance to the requirements in the RFP (ex, Capacity, Disk Space) (if applicable)

Form 8: Proposed Work Plan

S. No.	Activity	Calendar Months											
		1	2	3	4	5	6	7	8	9	10	11	12
1.													
2.													

1. 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Purchaser approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
2. 2 Duration of activities shall be indicated in the form of a bar chart.
3. 3 All activities should meet the 8/80 criteria i.e should at least take 8 hours and a maximum of 80 hours.

Form 9: Team Composition

Name of Staff with qualification and experience	Area of Expertise	Position Assigned	Task Assigned	Time committed for the engagement

Form 10: Curriculum Vitae (CV) of Key Personnel

General Information	34 | P a g e
Name of the person	
Current Designation / Job Title	
Current job responsibilities	
Proposed Role in the Project	
Proposed Responsibilities in the Project	

Academic Qualifications:
  ▪ **Degree**
  ▪ **Academic institution graduated from**
  ▪ **Year of graduation**
  ▪ **Specialization (if any)**
  ▪ **Key achievements and other relevant**
  ▪ **information (if any)**	

Professional Certifications (if any)	
Total number of years of experience	
Number of years with the current company	
Summary of the Professional / Domain Experience	
Number of complete life cycle implementations carried out	
The names of customers (Please provide the relevant names)	

Past assignment details (For each assignment provide details regarding name of organizations worked for, designation, responsibilities, tenure) Prior Professional Experience covering:
▪ **Organizations worked for in the past**
  ● **Organization name**
  ● **Duration and dates of entry and exit**
  ● **Designation Location(s)**
  ● **Key responsibilities**
▪ **Prior project experience**
  ● **Project name**
  ● **Client**
  ● **Key project features in brief**
  ● **Location of the project**
  ● **Designation**
  ● **Role**
  ● **Responsibilities and activities**
  ● **Duration of the project**
Please provide only relevant projects.	

Proficient in languages (Against each language listed indicate if speak/read/write)	

Form 11: Deployment of Personnel

No.	Name of Staff	Staff input in Months (in the form of a bar chart)													Total staff Man-months proposed
		1	2	3	4	5	6	7	8	9	10	11	12	N	Total
1.															
2.															
3.															
											Total				

1. Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category.
2. Months are counted from the start of the assignment.
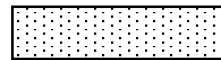
███████████ Full Time Input   ░░░░░░░░░ Part Time Input

Form 12: Deviations

To:

<Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Dear Sir:

Subject: Deviations <Provide Name of the Implementation Assignment>

We declare that all the services shall be performed strictly in accordance with the Tender documents except for the variations and deviations, all of which have been detailed out exhaustively in the following statement, irrespective of whatever has been stated to the contrary anywhere else in our bid. Further we agree that additional conditions, if any, found in the Tender documents, other than those stated in deviation schedule, shall not be given effect to.

A. On the Scope of Work

[Suggest and justify here any modifications or improvement to the Scope of Work you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

S. No.	Deviation	Material	Non- Material	Impacted Deliverable(s)	Impacted Timeline(s)	Financial Impact
1.	<Deviation description>	<Yes / No>	<Yes / No>	<Name(s) of Deliverables to get affected by the Deviation>	<Effect on Timelines due to the Deviation>	<Value>

B. Any other areas

S. No.	Deviation	Material	Non- Material	Impacted Deliverable(s)	Impacted Timeline(s)	Financial Impact
1.	<Deviation description>	<Yes / No>	<Yes / No>	<Name(s) of Deliverables to get affected by the Deviation>	<Effect on Timelines due to the Deviation>	<Value>

Yours sincerely,
Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

Form 13: Format for Power of Attorney for Lead bidder of Consortium

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney]

Whereas _____ has invited RFP response for _____ (Name of the Project)

Whereas, the Members of the Consortium comprising of M/s._____, M/s._____, M/s._____ and M/s._____ (the respective names and addresses of the registered offices to be given) are interested in bidding for the Project and implementing the same in accordance with the terms and conditions contained in the RFP Documents.

Whereas, it is necessary for the members of the Consortium to designate one of them as the lead member with all necessary power and authority to do, for and on behalf of the Consortium/Joint Venture, all acts, deeds and things as may be necessary in connection with the Consortium's/Joint Venture's RFP response for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT

We, M/s._____ and M/s _____ and M/s_____ hereby designate M/s. _____

being one of the members of the Consortium, as the lead member of the Consortium/Joint Venture, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's/Joint Venture's RFP response for the Project, including submission of the RFP response, participating in meetings, responding to queries, submission of information or documents and generally to represent the Consortium in all its dealings with Client or any other Government Agency or any person, in connection with the Project until culmination of the process of bidding till the Project Agreement is entered into with Client and thereafter till the expiry of the Project Agreement.

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

Dated this the _____ day of _____ 2019

_____

(Signature)

_____

(Name in Block Letter of Executant) [Seal of Company]

Witness 1

Witness 2

Notes:

To be executed by all the members individually, in case of a Consortium.

The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Form 14: Joint Bidding Agreement

DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM

[On Non-judicial stamp paper of Indian Rupees 100 duly attested by notary public]

This Memorandum of Understanding (MoU) entered into this day of [Date] [Month] 2019 at [Place] among _____ _____ (hereinafter referred to as "____") and having office at [Address], India, as Party of the First Part and _____ _____ (hereinafter referred as "____") and having office at [Address], as Party of the Second Part.

The parties are individually referred to as Party and collectively as Parties.

WHEREAS Chandigarh Smart City Limited has issued a Request for Proposal dated [Date] (RFP) from the Applicants interested in Request for Proposal for {Name of Project} for Authority:

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

AS MUTUAL UNDERSTANDING OF THE PARTIES, IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

    i.   The purpose of this Agreement is to define the principles of collaboration among the Parties to:
Submit a response jointly to Bid for the "Request for Proposal {Name of Project}" as a Consortium.

    a.   Sign Contract in case of award.

    b.   Provide and perform the supplies and services which would be ordered by the Authority pursuant to the Contract.

    ii.   This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the Authority for "{Name of Project}" for and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.

    iii.   The All Members shall be jointly and severally responsible and bound towards the Authority for the performance of the works in accordance with the terms and conditions of the BID document, and Contract.

    iv.   --------------------------------- (Name of Party) shall act as Lead Partner of the Consortium. As such, it shall act as the coordinator of the Party's combined activities and shall carry out the following functions:

    a.   To ensure the technical, commercial and administrative co-ordination of the work package

    b.   To lead the contract negotiations of the work package with the Authority.

    c.   The Lead partner is authorized to receive instructions and incur liabilities for and on behalf of all Parties.

    d.   In case of an award, act as channel of communication between the Authority and the Parties to execute the Contract

    v.   That the Parties shall carry out all responsibilities as Developer in terms of the Project Agreement.

    vi.   The Parties agree that the proportion of holding among the Parties in the Consortium shall be as follows:

        a.   First Party: _____

        b.   Second Party: _____

    vii.   That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below:

Party A: _____

Party B: _____

    viii.   That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.

    ix.   That this MoU shall be governed in accordance with the laws of India and courts in Chandigarh shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU duly executed on the date and year above mentioned.

(Party of the first part) (Party of the second part) (Party of the third part)

Witness:

i. _____ ____

ii. _____ ____

Form 15: Matrix to be Filled by the Bidder

S. No.	Criteria	Basis of Valuation					Score
1. a	Average annual sales turnover generated from services related to Development, Implementation and Integration of e – Governance Services for Urban Local Bodies/ central Government/State Government/PSUs during the last three financial years i.e. FY 2017-18, 2016-17 and 2015-16 (as per the last published Balance sheets)	Greater than or equal to Rs. 60.00 Cr.: 10 marks	Between Rs.45.00 Cr. and Rs. 59.99 Cr.: 9 marks	Between Rs.30.00 Cr. and Rs.44.99 Cr.: 8 marks	Between Rs.15.00 Cr. and Rs.29.99 Cr.: 7 marks	Less than Rs. 15.00 Cr.: 0 marks	
2. a	No. of years the company in operation since incorporation as on Bid Submission date	If the company in operation since incorporation for more than 5 years: 5 Marks	If the company in operation since incorporation for more than 2 Years and less than or equal to 5 Years: 4 Marks	If the company in operation since incorporation for Up to 2 Years: 3.5 Marks			
2. b	The Bidder must have successfully completed (achieved Go-Live) similar work in past 7 years from bid due date, of value more than Rs. 3.0 Cr.	Equal to or more than 5 projects	Equal to 4 projects	Equal to 3 projects	Equal to 2 projects	Less than 2 projects : 0 marks	

2. c	Bidder should have Experience of providing post implementation support for similar work for a minimum period of one year.	Equal to or more than 5 projects	Equal to 4 projects	Equal to 3 projects	Equal to 2 projects	Less than 2 projects : 0 marks	
3. a	Solution Proposed Demonstration of understanding of the Department's requirements	Solution proposed and its components,	Technologies used, – Scale of implementation,	Learning on Issues	Challenges likely to be encountered	Mitigation proposed (Client references)	
3. b	Solution Proposed Demonstration of understanding of the Department's requirements	Understanding of the objectives of the assignment: The extent to which the Systems Implementer's approach and work plan respond to the objectives indicated in the Statement/Scope of Work	Completeness and responsiveness: The extent to which the proposal responds exhaustively to all the requirements of all the Terms of Reference.	Tools and Assets which could be leveraged for the assignment [for e.g. Test Case Builders, Effort Estimators, PMU Tool, Load testing etc., depending on the relevance to the Scope of work]			
3. c	Project work break down structure	Qualitative assessment based on timelines, resource assignment, dependencies and milestones					
4. a	Project Manager	Minimum Education	Total Experience	Languages known (Read, Write and Speak)	Should have managed large programs of	Experience in ULB	

					similar nature in India for at least 5 years		
	System / Business Analyst	Minimum Education	Total Experience	Experience in ULB project	Experience of working on Government Projects		
	Database Administrator	Minimum Education	Total Experience	Experience in database activities			
	Solution Architect	Minimum Education	Total Experience	Experience as Solution Architect	Experience in ULB project		
	Customer Support Engineer	Minimum Education	Total Experience	Experience as Support Engineer at client side in the relevant platform	Experience in ULB project		

Appendix II: Financial Proposal Template

Form1: Covering Letter

To:
<Location, Date>
<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Subject: Submission of the Financial bid for <Provide Name of the Implementation Assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide the Implementation services for <<Title of Implementation Services>> in accordance with your Request for Proposal dated <<Date>> and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of <<Amount in words and figures>>. This amount is inclusive of the local taxes.

1. Price and Validity
   - All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of <days> calendar days from the date of opening of the Bid.
   - We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.
   - We understand that the actual payment would be made as per the existing indirect tax rates during the time of payment.
2. Unit Rates

We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3. Tender Pricing

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

4. Qualifying Data

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

5. Bid Price

We declare that our Bid Price is for the entire scope of the work as specified in the <Refer Section No.>. These prices are indicated Commercial Bid attached with our Tender as part of the Tender.

6. Performance Bank Guarantee

We hereby declare that in case the contract is awarded .to us, we shall submit the Performance Bank Guarantee as specified in the <Appendix III> of this RFP document.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

We understand you are not bound to accept any Proposal you receive.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

Thanking you,

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Form 2: Financial Proposal

As per e-bid format provided on https://etenders.chd.nic.in.

Appendix III: Template for PBG & CCN

Form 1: Performance Bank Guarantee

Performance Security:

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Whereas, <<name of the supplier and address>> (hereinafter called "the Bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to Purchaser (hereinafter called "the beneficiary")

And whereas it has been stipulated by in the said contract that the Bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

I.   Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value inWords> only).
II.   This bank guarantee shall be valid up to <Insert Expiry Date>)
III.   It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

Form 2: Change Control Notice (CCN) Format

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

Selection of System Integrator for Implementation of E-Governance Services for Chandigarh Smart City

Request for Proposal

Contents

Glossary

Sr. No.	Acronym	Definition
1.	ABD	Area Based Development
2.	AES	Advanced Encryption Standard
3.	AMC	Annual Maintenance Charges
4.	AMP	Accelerated Mobile Page
5.	APAR	Annual Performance Assessment Report
6.	API	Application Programming Interface
7.	BOQ	Bill Of Quantity
8.	BPL	Below Poverty Line
9.	BPR	Business Process Re-Engineering
10.	CAPEX	Capital Expenditure
11.	CAPTCHA	Completely Automated Public Turing Test To Tell Computers And Humans Apart
12.	CCN	Change Control Note
13.	CEO	Chief Executive Officer
14.	CERT	Computer Emergency Response Team
15.	CIDR	Classless Inter-Domain Routing
16.	CLI	Command Language Interpreter
17.	CMS	Content Management System
18.	COTS	Commercial Off-The-Shelf
19.	CPU	Center Processing Unit
20.	CSCL	Chandigarh Smart City Limited
21.	CSP	Cloud Service Provider
22.	CTU	Chandigarh Transport Undertaking
23.	CV	Curriculum Vitae
24.	CVC	Central Vigilance Commission
25.	DAM	Database Activity Monitoring
26.	DB	Database
27.	DBA	Database Administrator
28.	DC	Data Center
29.	DD	Demand Draft
30.	DHA	Directory Harvest
31.	DMS	Document Management System
32.	DNS	Domain Name Server

33.	DR	Disaster Recovery
34.	DRM	Disaster Recovery Management
35.	DSS	Data Security Standard
36.	ECS	Electronic Clearing System
37.	EMD	Earnest Money Deposit
38.	ERV	Exchange Rate Variation
39.	ESI	Employee's State Insurance
40.	FIFO	First In First Out
41.	FRS	Functional Requirement Specification
42.	GB	Giga Byte
43.	GIGW	Guidelines For Indian Government Websites
44.	GIS	Graphical Information System
45.	GPS	Global Positioning System
46.	GST	Goods And Services Tax
47.	GUI	Graphical User Interface
48.	HDD	Hard Disk Drive
49.	HLD	High Level Design
50.	HOD	Head Of Department
51.	HQ	Head Quarter
52.	HR	Human Resource
53.	ICCC	Integrated Command And Control Center
54.	ICMP	Internet Control Message Protocol
55.	ICT	Information And Communications Technology
56.	IDE	Integrated Development Environment
57.	IDS	Intrusion Detection Prevention Systems
58.	IEC	International Electro-Technical Commission
59.	IFSC	Indian Financial System Code
60.	IO	Input Output
61.	IOPS	Input Output Per Second
62.	IOS	IPhone Operating System
63.	IP	Internet Protocol
64.	IPC	Indian Penal Code
65.	IPR	Intellectual Property Rights
66.	IPS	Intrusion Prevention System
67.	ISO	India Standard Organisation
68.	JPEG	Joint Photographic Experts Group

69.	JSON	Java Script Object Notation
70.	LAN	Local Area Network
71.	LB	Load Balancing
72.	LDAP	Lightweight Directory Access Protocol
73.	LIFO	Last In First Out
74.	LLD	Low Level Design
75.	LLP	Limited Liability Partnership
76.	LOA	Letter Of Award
77.	LOI	Letter Of Intend
78.	MBA	Master Of Business Administration
79.	MCA	Master Of Computer Application
80.	MCC	Municipal Corporation Chandigarh
81.	MEITY	Ministry Of Electronics And Information Technology
82.	MFA	Multi-Factor Authentication
83.	MIS	Management Information System
84.	MPLS	Multiprotocol Label Switching
85.	MSA	Master Service Agreement
86.	MSME	Micro, Small And Medium Enterprises
87.	NAT	Network Address Translation
88.	NDA	Non-Disclosure Agreement
89.	NEFT	National Electronic Funds Transfer
90.	NFS	Network File System
91.	NIC	National Informatics Centre
92.	NOC	No Objection Certificate
93.	NPCI	National Payment Corporation Of India
94.	NULM	National Urban Livelihood Mission
95.	OEM	Original Equipment Manufacturer
96.	OPEX	Operational Expenditures
97.	OS	Operation System
98.	OTP	One Time Password
99.	OWASP	Open Web Application Security Project
100.	PAN	Permanent Account Number
101.	PBG	Performance Bank Guarantee
102.	PCI	Payment Card Industry
103.	PDF	Portable Document Format
104.	PF	Provident Fund

105.	PIO	Public Information Officer
106.	PIU	Project Implementation Unit
107.	PKI	Public Key Infrastructure
108.	PMC	Project Management Consultant
109.	POC	Point Of Contact
110.	PQ	Pre-Qualification
111.	QCBS	Quality And Cost Based System
112.	QOS	Quality Of Service
113.	RAM	Random Access Memory
114.	RBI	Reserve Bank Of India
115.	RDBMS	Relational Database Management System
116.	RFP	Request For Proposal
117.	RGI	Registrar General Of India
118.	RPO	Recovery Point Objective
119.	RTGS	Real Time Gross Settlement
120.	RTI	Right To Information
121.	RTO	Recovery Time Objective
122.	SAML	Security Assertion Mark-up Language
123.	SANS	Storage Area Network
124.	SCP	Smart City Proposal
125.	SEI	Software Engineering Institute
126.	SEO	Search Engine Optimization
127.	SHD	Service Health Dashboard
128.	SI	System Integrator
129.	SIEM	Security Information And Event Management System
130.	SIT	System Integration Tests
131.	SLA	Service Level Agreement
132.	SMS	Short Message Services
133.	SPIC	Society For Promotion Of IT In Chandigarh
134.	SPV	Special Purpose Vehicle
135.	SQL	Structure Query Language
136.	SRS	Software Requirement Specifications
137.	SSD	Solid State Drive
138.	SSL	Secure Service Layer
139.	STQC	Standardisation, Testing And Quality Control
140.	TAN	Tax Deduction And Collection Account Number

141.	TCP	Transmission Control Protocol
142.	TDS	Tax Deducted At Source
143.	TIN	Taxpayer Identification Number
144.	TM	Trade Mark
145.	TT	Telegraphic Transfer
146.	UAT	User Acceptance Test
147.	UDP	User Datagram Protocol
148.	UI	User Interface
149.	UID	Unique Identifier
150.	ULB	Urban Local Bodies
151.	URL	Uniform Resource Locator
152.	USB	Universal Serial Bus
153.	UT	Union Territory
154.	UX	User Experience
155.	VHD	Virtual Hard Disk
156.	VLAN	Virtual Local Area Network
157.	VM	Virtual Machine
158.	VMDK	Virtual Machine Disk
159.	VPC	Virtual Private Cloud
160.	VPN	Virtual Private Network
161.	WAP	Wireless Application Protocol
162.	WCAG	Web Content Accessibility Guidelines
163.	WMS	Workflow Management System
164.	XML	Extensible Markup Language

1   Introduction

1.1   About Chandigarh

Chandigarh is a city and a union territory in India that serves as the capital of neighbouring states of Haryana and Punjab. Thus, the city is not part of either of the two states and is governed directly by the Union Government, which administers all such territories in the country. Chandigarh is bordered by the state of Punjab to the north, west and south, and to the state of Haryana to the east. Chandigarh is considered to be a part of the Chandigarh capital region or Greater Chandigarh, which includes Chandigarh and cities of Kharar, Kurali, Mohali, and Zirakpur (in Punjab). It is located 260 km north of New Delhi, 229 km southeast of Amritsar and just 116 km southwest of Shimla.

Chandigarh was one of the early planned cities in post-independence India and is internationally known for its architecture and urban design. The master plan of the city was prepared by Swiss-French architect Le Corbusier, which transformed from earlier plans created by the Polish architect Maciej Nowicki and the American planner Albert Mayer. Most of the government buildings and housing in the city were designed by the Chandigarh Capital Project Team headed by Le Corbusier, Jane Drew and Maxwell Fry.

The following table represents the basic profile of the city:

Location	Chandigarh is located near the foothills of the Sivalik Range of the Himalayas in northwest India. It covers an area of approximately 140 km^2. The exact co-ordinates of Chandigarh are 30.74°N 76.79°E. It has an average elevation of 321 meters.
Climate	Chandigarh has a humid subtropical climate characterized by a seasonal rhythm: very hot summers, mild winters, unreliable rainfall and great variation in temperature (−1 °C to 46 °C).
	The average annual rainfall is 1110.7 mm. The city also receives occasional winter rains (i.e. between mid-December to April-end) from the Western Disturbance originating over the Mediterranean Sea.
	The city experiences the following seasons and the respective average temperatures:
	Spring: The climate remains the most enjoyable part of the year during the spring season (from February-end to early-April). Temperatures vary between (max) 13 °C to 20 °C and (min) 5 °C to 12 °C.
	Autumn: In autumn (from September-end to mid-November), the temperature may rise to a maximum of 30 °C. Temperatures usually remain between 10° to 22° in autumn. The minimum temperature is around 6 °C.
	Summer: The temperature in summer (from mid-April to June-end) may rise to 44 °C. The temperatures might sometime rise to 44 °C in mid-June. Temperatures generally vary between 40 and 42 °C.
	Monsoon: During monsoon (from early-July to mid-September), Chandigarh receives moderate to heavy rainfall and sometimes heavy to very heavy rainfall (generally during the month of August or September). Maximum

	amount of rain received by the city of Chandigarh during monsoon season is 195.5 mm in a single day. Winter: Winters (November-end to February-end) are mild but it can sometimes get quite chilly in Chandigarh. Average temperatures in the winter remain at (max) 5 °C to 14 °C and (min) -1 °C to 5 °C.
Population	As of 2011 India census, Chandigarh had a population of 1,055,450 persons making for a density of about 9,252 persons per square kilometre. Males constitute 55% of the population and females 45%. The sex ratio is 818 females for every 1,000 males. Chandigarh has an average literacy rate of 86.77%, higher than the national average; with male literacy of 90.81% and female literacy of 81.88%. There has been a substantial decline in the population growth rate in Chandigarh, with just 17.10% growth between 2001-2011. Since, 1951-1961 the rate has decreased from 394.13% to 17.10%. This is probably because of rapid urbanization and development in neighbouring cities. The urban population constitutes of as high as 97.25% of the total and the rural population makes up 2.75% as there are only few villages within Chandigarh on its Western and South-Eastern border and majority of people live in the heart of Chandigarh.

1.2   About Chandigarh Smart City Limited

Chandigarh Smart City Limited (CSCL) is a Special Purpose Vehicle (SPV) created with representation from all major stakeholders from the city of Chandigarh, as per the Government of India's Smart City guidelines. This SPV is responsible for the implementation of projects under the smart city mission. This SPV shall carry end to end responsibility for vendor selection, implementation, and operationalization of various smart city projects.

1.3   Project Background

One of the primary objectives of Chandigarh under its smart city mission is to enhance the improve efficiency of municipal services and promote a better quality of life for residents. In order to achieve these objectives, Chandigarh desires to foster the development of a smart ecosystem that supports digital applications and ensures seamless steady state operations and real time tracking of services and vital city metrics throughout the city and in government departments.

Presently, the use of online system for delivery of citizen services are limited to the Grievance Redressal and certain departments of MC Chandigarh. The CSCL envisages a centralized integrated application which will provide Single Window services to citizens of Chandigarh on anytime, anywhere basis. There are several stand-alone IT systems created over time under the different programs. CSCL plans to fill the gaps by development of new robust systems while integrating existing systems for a complete solution.

1.4 Project Objectives

The overall objective of this component is to improve interaction between the city administration and residents and other city dwellers, with an overarching objective of making urban services more accessible for all providing access through multiple channels e.g., web platform, citizen facilitation centres(E-sampark), Mobile Application, etc. Key objectives of this module include:

- Establishing a digital platform for government and citizen interaction.
- Improving the quality of services offered to local citizens and bring up the service levels.
- Improving the internal management of the agencies providing citizen services.
- Promoting administrative functions to be carried over online.
- Engage citizens in the process of Governance through interaction.
- Empower citizens through access to knowledge and information and make the working of the government more efficient and effective.
- Enhanced transparency, convenience and empowerment; less corruption; revenue growth; and cost reduction.

The key benefits envisaged as part of the project, include:

- Chandigarh shall have a comprehensive suite of e-Governance applications which shall provide convenient, anytime, anywhere citizen and employee services.
- e-Governance system shall provide significant improvement in Government to Customer (G2C), Government to Employee (G2E), Government to Business (G2B) & Government to Government (G2G) interfaces and shall streamline, standardize electronic information gathering & access, and shall increase transparency, accessibility and efficiency of the stakeholder agencies.
- e-Governance system shall facilitate information reuse, across and within various departments of the stakeholder agencies and shall reduce system maintenance and training requirements by adopting standard systems and processes for the stakeholder agencies.

1.5 Project Scope of Work

Main objective of the project is to create synergies within and across various departments of Chandigarh for efficient city administration. To achieve this SI shall ensure appropriate check points are built in the proposed solutions. This will ensure optimum and efficient delivery of public services to the citizens and visitors of Chandigarh city.

There are several stand-alone IT systems created over time. The SI may examine these initiatives and where possible integrate them seamlessly with the proposed solution. The specifications given in this RFP are the functional requirements of MCC and the SI should study the same, see the efficacy of current systems and then utilize, modify or replace existing systems. The SI has to study the working of MCC, suggest and discuss BPR and then come to the to-be processes.

To this end, the SI shall be responsible for complete 'As-Is' analysis of the existing systems with the Client. The SI shall review the business operations of these existing systems and recommend the 'To-Be' scenario to the Client. The Client at its discretion may decide to continue using the existing systems or procure a new system from the SI as part of this contract. All 'change management' from the as-is to the to-be scenario shall be a part of this project. The key requirement from the SI as part of the City Governance module shall entail the following:

- All the services provided by Municipal Corporation Chandigarh (MCC) shall be available online to the citizens.
- One Stop Web Portal for all field staff and for all citizen services with links to other Govt. Department web portals.
- Online payment for citizen services and utility services using Net Banking, Credit Cards, Debit Cards, e-Wallets, etc.
- Multiple channels for delivery of these services through online web portal, Integrated Citizen Facilitation Centres (e-Samparks), Mobile Applications, etc.
- E-Governance system shall be scalable to accommodate future growth and support hardware and software additions and upgrades.

SI shall be responsible to carry out detailed survey prior to submission of bid for the various components. Support as and when required from the developers, will be facilitated by the authority.

The specifications provided in this RFP are indicative and carry guiding rule. The SI is free to offer products and solutions which meet requirements of the RFP focusing on the outcome, future scalability, security, reliability and adherence to specified SLA under this RFP, in line with applicable standards & best practices adopted in the industry) The SI is encouraged to design an optimized solution which is technically superior, innovative, proven, better in terms of functionality and is cost effective. Any specified parameters mentioned in the scope/technical requirement in the RFP may be considered if it is required for meeting current & future requirements during the contract period. The SI is fully responsible for the specified outcome to be achieved. SI is expected to perform independent analysis of any additional work that may be required to be carried out to fulfil the requirements as mentioned in this RFP and factor the same in its response.

More specifically, the following will be the activities to be carried out by selected SI:

- Project Planning
- Assessment and Gap analysis of requirement for all projects & modules under scope.
- Solution Design, System Customization and development for all components mentioned in the scope of work.
- Business Process Reengineering for the selected applications/ services, if required
- DC and DR on Cloud
- STQC & Cert-IN Certification
- UAT & Go live
- Training & Capacity Building Support
- Technical Support
- Operation & Maintenance (O & M) for 5 Years starting from Go-Live date.

2   Scope of Work

Brief Scope of the project is listed below.

- Requirement Analysis & Gap Identification
- Design & Development of CSCL web portal(Multilingual).
- Design & Development of Back Office System & E-governance services
- Data Centre and Disaster Recovery on Cloud.
- Development of the Hybrid Mobile Apps
- Data Migration and Digitization
- Testing and Acceptance Phase
- Training & Capacity Building
- Operations, Support and maintenance for 5 Years from Go live
- Handholding
- MIS Reports
- Integration of services
- Integration with ICCC (Future requirements)

All licenses required for this project should be in the name of the Chandigarh Smart City Limited (CSCL).

2.1   Requirement Gathering & Gap Analysis

A high-level analysis of functional requirements has been undertaken for most of the modules as mentioned in the subsequent section of this RFP. The SI shall carry out a detailed systems study to define the requirements and formulate the Functional, Software Requirement Specifications (SRS) & System requirement specifications. Also SI shall carry out the detailed gap analysis between requirements specified in this RFP and the actual operational requirement. The system study should also include different integration points with external agencies as per the requirement of project.

2.2   CSCL Web Portal

As envisaged the web portal will include Backend and Frontend. Backend will consist of CMS (Content Management System) and user management section. Detailed scope of web portal is mentioned in the subsequent sections of this document. The UI (User Interface) will be geared towards public friendly web portal which will enhance the User Experience (UX).

Highlight of Objectives:

1. Create a vibrant online web portal to enhance public presence of CSCL.
2. Simplify Navigation to easily enable site visitors to find the relevant information easily
3. The entire new platform shall be built on Responsive framework which shall work perfectly in smartphones and other mobile devices.
4. AMP Pages activated as per Google Guidelines for faster delivery of content to the users.
5. Search Engine Friendly Public Pages.

The functional requirements and technical specifications provided in this RFP are indicative and carry guiding rule. The SI is free to offer products and solutions which meet requirements of the RFP focusing on the outcome, future scalability, security, reliability and adherence to specified SLA under this RFP, in line with applicable standards & best practices adopted in the industry. The SI is encouraged to design

an Optimized solution which is technically superior, innovative, proven, better in terms of functionality and is cost effective. Any specified parameters mentioned in the scope/technical requirement in the RFP may be considered if it is required for meeting current & future requirements during the contract period. The SI is fully responsible for the specified outcome to be achieved.

The basic requirements for the Web portal are:

- **Information Dissemination:** The Web portal shall provide information about Chandigarh (such as history, heritage details, city guide), Details of Chandigarh Municipal Corporation (Elected Political Members, Mayor, Municipal Commissioner of the city, Budget, Administrative Wing, Zonal Information, etc.), Details of CSCL, grievance redressal mechanism, Details of all Authority Officials (Emails, Employee Orders, contact information, etc.), various services provided by Authority departments, Recruitment related details, etc.
- **Knowledge Repository:** Knowledge is a familiarity, awareness or understanding of someone or something, such as facts, information, descriptions, or skills. Government is one of the largest entities that have to manage large volumes of documents (or, mostly called as files), which either is of critical or routine nature. These documents can be Policies, Forms, Acts and Regulations, Circulars, Guidelines and Standards and Manuals. The immediate need in the Govt. scenario is to have a system where the authorized employee can locate the document/File in the shortest possible time, update and share with other relevant users and finally store it with proper versioning and tracking. Information in the Govt. set up can also be email messages and attachments and hence the knowledge repository must ensure that the content whatever the type it may be of must be treated in the same manner. Minimum Key features of knowledge repository is defined below.
  - Online Access of documents
  - Manage Documents
  - Centralized Document Library with folder wise categorization
  - Folder Subscriptions
  - Online Search
  - Different views for viewing the document
- **Multilingual:** The portal should primarily be available in English, Hindi & Punjabi. Default language would be English.
- **General features and requirements:**
  - There should be a Strong user management and best in class user authentication mechanism
  - For the consumer based apps, there should be a standard feature of user authentication with OTP over SMS. This feature can be enabled from the project configuration interface
  - It should be possible to specify from the project configuration page whether the users for the Apps will be registered users or can unregistered users can access app with OTP based authentication.
  - All project versions should be saved and it should be possible to roll back to previous versions
  - It should be possible to backup the complete project including the data of the project
  - If the project involves taking the pictures from the camera, there should be a provision to specify the max resolution of the pictures and should be able to specify whether the high resolution images are required or not. The Mobile app should have feature to Auto-scale images based on configuration set by Administrator.
  - It should be able to send notifications to citizens.
  - **Branding:** Clearly communicates a sense of 'identity' at first glance.

- **Fast Loading Pages:** Optimization of web pages for a faster browsing experience with compatibility with key industry browsers and platforms.
- **Simple and clear navigation:** The site should be easy to navigate. Information should be grouped and presented in a logical manner and require no more than three levels of "drill down" for the user to find the desired information thus creating a clean, clear, easy and satisfying user experience. This should include drop down menus, so that the visitor can easily find what they are looking for with a few clicks of the mouse.
- **Search Tools:** Provide search capabilities using key words or phrasing that will provide access to content from throughout the site. Additionally, make it possible to download historical and recent data whereby the user can define his/her preference. Platform should allow users to search content of the portal easily and quickly without the need of high speed bandwidth.
- **Important Links:** Links should be placed within the portal to allow individuals to contact institutions affiliated with the CSCL and access to the portal as well the respective departments/agencies/corporations/ministries.
- **Easy access to Key performance indicators (Infographics):** Seamless presentation of dashboard data to provide continuously updated graphs and charts.
- **News/Update feed:** Constant and dynamic update feed on portal home page. Displays announcements and notifications for new content additions on front page of portal.
- **Search Engine Optimization (SEO):** Portal availability using common search engines to ensure it is optimized using SEO.
- **Visual appeal:** The site must have an attractive mix of text, images, audio and video.
- **Availability:** The portal shall be available 24 hours a day, 7 days a week, and accessible from anywhere in the world via the internet. While the services shall be available round the clock, functional support might be available only during the normal working day- 9:00 AM to 5:00 PM, 5 days a week.
- **Accessibility:** The portal can be accessed via a variety of established channels like (PCs, Laptops, mobiles & Tablets), etc. shall exchange information & services seamlessly across various departments based on the user role.
- The Web portal shall also host all the electronic forms for various services accessible to citizens from Authority. Citizen will be able to fill the form electronically through internet services and submit his/her application electronically. Citizen will be able to track the status of his/her application / request at any point of time.
- System should facilitate automatic routing of the work-items/transactions to the respective Authority department officials. Such routing of work-items/transactions should be based on the following, at a minimum:
    - Automatic allocation of work-items to the employees based on FIFO mechanism.
    - Based on the defined work-flow and the designated employees
    - Facility to define the workflow for each type of request / service.
    - Facility to capture and to provide the workflow in the Authority offices in a comprehensive manner for all the services. Both predefined and ad hoc workflows shall be provided.
    - Facility to manually create a work-item (by an authorized official) and assign to an individual.
    - Facility to process complaints filed by individuals, stake holders and businesses through the work flow functions; including ability to integrate them with the compliance management, inspection, punitive and prosecution processes.

- Integrate the email and SMS functionality into the rest of the portal system such that all the escalations, request submission, routing activities are notified to the concerned users by email and SMS.
- On submission of the form appropriate message should be generated. (Reason for rejection in case of failure and acknowledgement of form submission with unique acknowledgement number in case of successful submission)
- The acknowledgement slip should be non-editable, downloadable and printable
- The portal should be integrated with payment gateways (as per RBI & NPCI (National Payment Corporation of India) Guidelines on Payment Gateways) provided/supplied by System Integrator. SI may refer to https://www.npci.org.in/sites/default/files/circular/Hashing_Guidelines.pdf
- The SI should provide 2-3 design templates for the new Web portal for Authority from which one of the design template would be selected by Authority.
- Facility to add comments/notes/documents to a work-item during processing. It should also be possible for entering profiling information or metadata needs for a particular document (in cases where applicable) as part of this facility.
- In-built business process controls to capture the validation rules defined for processing the transactions/work-items
- Facility to register, approve or reject documents of specified type (as per applicable Acts & Bye- Laws) by an authorized official.
- Facility to view all pending transactions, retrieve the corresponding documents, print the required pages and mark the request as pending/in process/completed as per the status of the request.
- Facility for an authorized official to view pending work-items for all individuals in his/her purview.
- Facilities for an authorized official to retrieve a work-item held by an individual (in his/her purview) and reassign it to another individual.
- Facility to automatically escalate a work-item; if it is held beyond the pre-defined period by an individual. Multiple levels of escalation must be provided. Consequently, it is also necessary to provide a facility to define the threshold time limits for each transaction or service category that will be used for the purpose of escalation. This should be a parameter that can be changed by Authority from time to time.
- Access to the records/statistics should be as per the operating span/geography of control.
- Facility to view the archived/stored documents (within the purview of the individual) along with the notes/ comments; if any.
- After successful completion of the transaction or such other processing by Authority Office staff, make the requests and associated documents as part of the electronic repository, which can be retrieved and verified at a later date.
- Facility to return the request to citizen/individual for clarifications / corrections and keep track the payment for a given period of time; so that the applicant need not be charged for resubmission of the corrected/clarified document/request.
- Universal accessibility of the Portal through web, mobile, etc. to the entire cross-section of the target visitors including people with certain disabilities. Portal must be functional on as many browsers as possible without being technology or platform dependent. Online search result via Google or any search engine should appear first in the search results.

- **Unified Messaging system(SMS):** The Web-Portal shall have facility to send SMS to Mobile number of a citizen which was provided while requesting certain information or service. The SMS shall be auto-generated based on the information or service requested on occurrence of its change of status. All the application needs to be integrated with SMS gateway.
- **E-mail:** The Web-Portal shall have facility to send e-mails to The e-mail address of a citizen, provided while requesting certain information or service. The e-mail shall be auto-generated based on the information or service requested on occurrence of its change of status. In case there is delay in providing service, a higher official of concerned official in hierarchy shall get the email. Reporting Officials maintaining the hierarchy, in cases of delay (as per the Citizens' Charter) in providing services. Automatically send follow-up emails to our stakeholders (subscribers) if they visited a specific web page, or completed some specific task (e.g. survey) on the web portal.

2.3   Back Office System

Back Office System should provide the graphical user interface to the Employees of MCC for processing the transactions submitted through various service delivery channels. Various service delivery channels may be a) Online b) ULB counter c) Mobile app. Direct access to Back Office system shall be restricted only to the Persons/Employees of MCC, CSCL and other stakeholders as required by CSCL. Only authorized personnel are allowed to access the system; access being restricted via the use of user names/identifications and associated password, OTP. Back office system should have minimum of following features but not limited to:

- Dashboard: For functional requirements please refer to section 6.2 of this RFP.
- Content Management
- Report Management
- User Management: The user management shall be developed to manage system users, groups and their roles. The backoffice users includes the users of CSCL, MCC and any other stakeholder as required by the CSCL.. Only the super admin user shall be able to login into the user management system where the super admin shall be able manage the followings;

  ➢ To create, edit, reset password, delete, disable & enable the user.
  ➢ Super admin will set the roles and assign the groups.
  ➢ Super admin will be able to edit their roles and groups.
  ➢ Each user can be assigned to any number of roles. A user shall be assigned to more than one group if required.
  ➢ Super admin user shall be able to perform a bulk import of users from an csv file that shall create system users.
  ➢ Super admin user shall be able to download user data to csv format as per his/her requirement. If user sort or filter the data before downloading it, the downloaded file should be in sorted & filtered.
  ➢ Super admin user shall be able to access system users log details like, logins or logouts, updates of user information etc.
  ➢ Super admin should have the facility to set the security policy for the backoffice users. For example super admin will be able to configure whether a backoffice user will login using two step authentication (user name password & OTP) or one step authentication (only username password & no OTP).
  ➢ Super admin should have facility to configure security policy based on multiple parameters.

- Workflow Management system: There will be a workflow management system which will enable admin to set the workflow for each department & for each service for e-Governance where it is needed. System should be flexible enough to change the number of approval level from n to N+M and there should be facility to decrease the number of approval level if required. One admin login at the Sr. Level official of MCC/CSCL (or any other department) for each department would be required to configure/Change/Delete workflow for each department if required. System shall provide configurable workflow up to N level. This Sr. Level may be Executive Engineer E.E or S.E of particular department. Purpose for this login will be to do workflow configuration department wise.
- The Business Process Management (BPM)/Workflow Management System should have the capabilities of graphically modelling the processes or workflows, in built Form designer, process simulator, configurable Business Activity Monitoring tool (Dashboards).
- The system shall support multiple databases.
- The system shall enable process designers to design multiple sub-processes. This includes mapping of the existing process instance to the newly created process instance as per mapping defined in the route.
- The system shall provide inbuilt facility to design Custom forms that can be attached at one or more stages of workflow.
- The system shall provide facility to define custom triggers like Emails, Word template or launching executable etc. on predefined conditions
- Apart from the web portal applications, the proposed workflow platform should provide rule engine and report designer functionalities for the processing of back office processes, master data management. The system must be modular and easily configurable to accommodate CSCL's future changes including integration with any application."
  User wise roles required at Back office would be:
- CMS User (Content management for complete CSCL web portal): CMS user shall be responsible to update the content of the web portal. Content of the web portal shall be updated by CMS admin user; first level will be of the CMS user and then it will be submitted for the approval of higher level CMS admin user. After approval by the CMS admin user content will be published on the CSCL web portal. Both user shall have two level of login security i.e. user password and OTP. For the functional requirements please refer to section 6.1 of this RFP.
- Department Admin User (Department wise workflow configuration, also have rights to access MIS reports Department wise).
- Back office Department User (To approve or reject workflow request)
- Commissioner Login (Access to all MIS Reports, Access to back office)
- Joint Commissioner/ Addl. Commissioner Login (Access to all MIS Reports of their departments, Access to back office of all departments under them)
- External Stakeholder login: There may be external stakeholder login like (UT administration, Spic or NIC) who may set the workflow for his/her department and services may be provided to citizen accordingly. Role based access can be given to such departments.
- Citizen login: User will sign up from front end and have access to front end only. The Citizen can access all the services from front end and can request online for any service available on front end.
- ULB user login: ULB user will enter the data on behalf of citizen at the ULB counter and shall have functionality to generate reports.
  The above given user login are for indicative purpose only, SI will study the requirement of the system and will submit the exact no. and type of users required for the system.

- SMS Gateway integration: SMS gateway will be integrated with the system. These SMS would be required to send login OTP for back office users and confirmation messages to citizens at each approvals as per the workflow of the service. Initially 5 lakh SMS has been proposed for first year.
- Payment Gateway integration: Third party payment gateway integration would be required so that citizen can pay service fee online. SI will study the payment gateway requirements as per the Government guidelines like NPCI i.e. National Payment Corporation of India etc. and will suggest to CSCL. CSCL will approve the payment gateway and payment modal for CSCL Web Portal/ E-Governance Services.

E-Governance Services: All the below mentioned services will be the part of CSCL web portal. CSCL web portal will work as the base for E-Governance services.

2.4   E-Governance Services

Services that are needed to be develop/configure/integrate are mentioned below. All listed services are for indicative purpose only, CSCL reserved the right to remove / add/update services at the cost of the SI which shall be binding on the SI. The SI shall provide E-Governance Cots/Bespoke solution. The Workflow Management System at back office will be the part of all services (Citizen as well as MCC internal services).

- Citizen Centric Services
  a. Water Supply and Sewerage Connections
    - Temporary Water Connection
    - Regular Water Connection
    - Tertiary Treated Water Connection
    - Conversion from Commercial Water Tariff to Domestic Water Tariff
    - Temp/Permanent Disconnection of Water Meter
    - Change of Name for Water Connection
    - New sewerage connection without road cut permission
    - New sewerage connection with road cut permission
    - Payment of Sewerage/Water Bill
    - Refund of Water Meter Security
  b. Integration with existing Birth and Death portal of RGI
  c. Online Permission Management (NOC and Permissions)
    - Permission for keeping pets
    - NOC to sell meat
    - Permission for Advertisement
    - Road Cut permission up to INR 10000
    - Road Cut permission more than INR 10000
  d. Estate Branch
    - Entry of properties on the basis Sale Deed/Gift Deed/Transfer Deed/Exchange Deed

- Entry of properties on the basis Intestate death
- Entry of properties on the basis Regd./Un-Regd. Will
- Entry of properties on the basis Court Decree/Family Settlement/Partition Deed
- Conversion of property from residential to commercial
- Allotment of New House No. /Shop No.
- No Objection Certificate for Water/Electricity & Sewerage connections/No Dues Certificate/Ownership Certificate
- No Objection Certificate for transfer of lease rights by way of sale/gift/family transfer deed/exchange deed
- Transfer of ownership on the basis of Registered Sale/gift/ exchange/family transfer deed
- Transfer on the basis of registered Will
- Transfer on the basis of Unregistered Will
- Transfer of ownership on the basis of intestate death (without will)
- Permission to mortgage
- No Dues Certificate
- Execution of lease deed/Deed of conveyance
- Transfer of property in case of partnership Deed/Dissolution Deed/Change of Directors in case of Private Limited Company.
- Transfer of property on the basis of court decree and family settlement
- Conversion from lease hold to freehold
- Supply of Duplicate Allotment letter/possession letter

e. Online Booking of Open Space Building Material
- Permission to stack building material
- Booking of water tanker

f. Rented Properties under Colony Branch and Estate Office (Rent & Lease)
- Supply of duplicate allotment letter/possession letter
- Transfer of ownership rights if any in death cases with respect to T-Sites in Vikas Nagar, Mauli Jagran & Sector 52-53
- Issuance of permission to mortgage T-sites against loan

g. Booking of Booking of Banquet Hall / Community Hall
- Booking of Banquet Hall/ Community Hall
- Booking of Community Centres/ parks (up to sector 47)
- Booking of parks (sector-47 onwards & villages)
- Booking of open spaces under the jurisdiction of MCC.
- Refund cases of Community Centres/ Parks/ Open Space
- Booking of ground for commercial purpose in Sector 17 circus ground, Sector 34 and Manimajra.

h. Trade & Market License
- Issuance of New Registration Certificate/Renewal of RC of Pedal Rickshaw/Loading Rehri
- Issuance/Renewal of Driving Licence for Pedal Rickshaw/Loading Rehri

- Issuance of New Licence/Renewal of Licence for Dhobi Ghat
- Renewal of Rent Deed of Old Book Market
- Issuance/Renewal of Hawkers/Hand Cart Licence
- Disposal of Traffic Challan of Pedal Rickshaw/Rehri etc.
- Transfer of Licenses in Death Cases

i. Integration with Property Tax Management System

j. Fire Service

- Fire rescue/ emergency call
- Issuance of Fire incident/occurrence report
- Issuance of Fire NOC
- NOC building plan

k. Online Grievance Complaint Services

- Testing of Meter (Fast or Slow)
- Complaint of low pressure due to leakage in the service pipe/blockage from ferrule
- Checking of Blocked/Leaking Meter
- Checking / Challenge of Meter Reading Bill
- Complaints about muddy / contaminated water
- Removal of blockage in storm water drainage system
- Repair of damaged sewer line
- Repair of storm water drains/replacement of broken/missing road gullies and manhole covers
- Rectification of potholes/ patchwork
- Cleaning of back service lanes
- Removal of unidentified malba from MC land
- Others misc. complaints such as setting right of kerbs/channels, paver blocks, cleaning of road- berms /kerbs/channels etc
- Removal of blockage in storm water drainage system
- Fault on street light/park lights/Individual pole street light
- Replacement of damaged electric pole
- Replacement of damaged bollards and globe lights
- Solid Waste Management

Note: Online Grievance system will also handle technical issues related to the CSCL Web Portal and E-Governance services which will be resolved by the SI team.

l. E- Challan Encroachment

m. E-Horticulture Services

- Pruning of trees
- Removal dead/dangerous/over grown trees.
- Removal of fallen Trees.

n. National Urban Livelihoods Mission

o. Building Plan Approval System

- NOC for Building plan

- ▪ Completion Occupation Certificate
- ▪ Issue of Plinth Level Certificate
- ▪ D.P.C certificate

Process flow for the System

- Applicant of building plan approval will be an architect (registered by Council of Architecture(COA)/empanelled by UT Administration).
- The Drawing is proposed to be submitted in .dwg or other supported file format used by Architects for submitting plans and creating drawings. applicant will upload the data in the web portal/ mobile app such as ID Proof, Address proof, building drawing and other important documents as required. System will associate documental data with drawing.
- Applicant shall be able to apply for approval of drawings for new construction/ renovation/alteration/demolition etc.
- The system will read data from drawing and establish relationship between various entities.
- Analysis will be done in accordance with the applicable DCRs (Development Control Regulations) as per the master plan along with amendments and Building plan bylaws of Chandigarh.
- Tables with respect to Area statements (Plot Area / Built Up Area/FSI/ Area calculations etc.), and building component calculations (such as opening schedule, parking calculations, water tank capacities etc.) and calculation for all other parameters as mentioned in the applicable DCRs/Architectural controls and Building plan bylaws of Chandigarh shall be generated in the drawing. Complete requirement will be studied by the bidder(SI) at the time of preparation of SRS. Bidder (SI) will take approval of SRS from CSCL.
- After scrutiny following reports shall be generated – Scrutiny Report, Failed List Report, Check List Report.
- The work flow management with administrative controls, hierarchical login, and integration with Dak application have to be mapped and implemented as and when required.

- ▪ Internal Services
    - **a.** Integration with HR, Payroll & Pension Management
    - **b.** Store Asset Management
    - **c.** DAK
    - **d.** Work Management System
    - **e.** Financial Accounting
    - **f.** Integration with Right to Information (RTI)
    - **g.** Legal
    - **h.** Audit
    - **i.** Agenda Branch
    - **j.** Apni Mandi and Day Market Branch
    - **k.** Public Relation Department
    - **l.** Sports and Cultural Branch
    - **m.** Integration with E-Awas Allotment
        Future integration
    - **n.** Integration with Smart parking
    - **o.** Integration with Public Bike Sharing
    - **p.** Integration with Citizen services of UT administration

q. Other integrations.

Note: SI will integrate Birth and death portal managed by RGI with proposed CSCL web portal and will add features as mentioned in functional requirements section in this document.

System should have the capability to verify the adhaar users with Unique Identification Authority of India (Government of India) in future.

2.5 Cloud Based Data Center & Disaster Recovery

SI to comply with the Meity guidelines "Guidelines for Government Departments for Adoption/ Procurement of Cloud Services" for procuring cloud services for the project. For reference please check the given link http://meity.gov.in/writereaddata/files/Guidelines-Procurement_Cloud_Services.pdf . All the payments related to cloud services will be paid by SI/implementing agency. DC & DR on cloud will be in the name of CSCL and SI will deploy the application on cloud.

Data Center

Initially web portal will be hosted on cloud. SI has to move the data from cloud to CSCL Data centre after one year of Go Live or once the data center of ICCC (Integrated command and control centre) is ready whichever is later in case ICCC data centre is not ready SI has to extend the cloud services for period defined by CSCL. For this extension a separate Change Request (CR) shall be issued on the quoted rate. Cloud Service Provider to provide Managed Cloud services (hereafter referred to as "Service Provider", "Selected Agency"," implementing agency", "Vendor", and "SI") for a period of 1 years for this project. CSP must be Meity empanelled cloud service provider.

The SI shall be responsible for provisioning the underlying system software, infrastructure, hardware, bandwidth, and cloud services for deployment and hosting of the application. It is expected that compute, storage, and bandwidth requirements may be auto-scaled (additional capacity based on the demand and auto-scaling rules) over the period of the contract in line with the transaction load to meet the SLA requirements. Minimum storage size for this project is expected to be 4TB for the first year and it is expected to grow in the subsequent years. However, it is suggested that SI should review the storage requirements as per their solution and may suggest accordingly.

The application must be architected and designed to leverage the cloud characteristics such as rapid elasticity and handle transient and hardware failures without downtime. In addition to the production environment, the SI shall also provision for the test and training environments on the cloud.

The SI will be responsible for adequately sizing the necessary compute, memory, and storage required, building the redundancy into the architecture (including storage) and load balancing to meet the service levels mentioned in the RFP. The solution should be architected to provide business continuity with no interruptions in case of any disruptions / disaster to one of the data center facility.

The Cloud Service Provider should provide adequate bandwidth between the Data Center facilities to provide business continuity.

The UAT and training portals on the cloud should be separate from the production portal in a different

VLAN than the production environment and setup such that users of the environments are in separate networks.

Disaster Recovery

SI shall propose to host Applications and storage on cloud for complete Data Recovery (DR) operations. Applications should fail-over to the DR cloud in case of disaster/ failure of DC cloud. The SI should design the DR according to RTO & RPO as mentioned below and consider active-active and active-passive.

Recovery Point Objective (RPO)	2 Hours
Recovery Time Objective (RTO)	1 Hour

DR shall be implemented based on managed cloud services and shall adhere to guideline issued by MeitY over time to time. SLA for DR shall be as per MeitY guideline. SI to propose the Cloud Service Provider from the empanelled vendors of Meity only. Below are the key factors to be considered for cloud hosting –

In normal operations, DC site will act as the primary Data centre and DR site shall act as backup site. In case of disaster, till the time DC is inactive, DR site will act as a primary data centre. Functional, technical and sizing requirements for DR will be the same as DC.

- The SI is required to prepare and submit along with their technical proposal, the details of methodologies and computations for sizing and capacity of storage, compute, backup, network and security.
- There should be logical separation (of space, servers, storage, network infrastructure and networks) to protect data, applications and servers on cloud.
- It is expected that SI shall make all necessary provision to ensure high availability at the Data center and after switch over to the DR; it gets back in to normal operations from the DC as soon as possible.
- One full-scale DR drill to be conducted during UAT & post go-live and additional DR Drills on half yearly basis shall be conducted.
- Data stored on cloud is the property of CSCL only and SI, CSP in nocase are allowed to use data for any other purposes without the written permission from CSCL.
- The system shall be hosted in the site identified by the SI and as agreed by the CSCL for DC, DR.
- There should be sufficient capacity (compute, security, network and storage capacity offered) available for near real time provisioning (as per the SLA requirement of the CSCL) during any unanticipated spikes in the user load.
- DC, DR site shall be located in India only.
- Ensure redundancy at each level.
- SI shall provide interoperability support with regards to available APIs, data portability etc. for the CSCL to utilize in case of Change of cloud service provider, migration back to in-house infrastructure, burst to a different cloud service provider for a short duration or availing backup or DR services from a different service provider.

- The SI is fully responsible for tech refreshes, patch management and other operations of infrastructure that is in the scope of the selected SI.
- CSCL retains ownership of all virtual machines, templates, clones, and scripts/applications created for the CSCL's application. CSCL retains the right to request (or should be able to retrieve) full copies of these virtual machines at any time
- Provide a robust, fault tolerant infrastructure with enterprise grade SLAs with an assured uptime of 99.99%, SLA measured at the VM Level & SLA measured at the Storage Levels
- Cloud services should be accessible via internet and MPLS.
- The SI should configure, schedule and manage backups of all the data including but not limited to files, folders, images, system state, databases and enterprise applications
- Perform and store data and file backups consisting of an initial full back up with daily incremental backups for files; For the files, perform weekly backups; For the databases, perform a twice weekly full database backup, with a three times daily backup of database log files
- Encryption of all backup files and data and management of encryption keys as a service that can be enabled for Government Departments that require such a service.
- DR should be the 100% replica of DC and shall contain complete data of DC.
- The SI should offer dashboard to provide visibility into service via dashboard.
- SI shall not delete any data at the end of the agreement (for a maximum of 45 days beyond the expiry of the Agreement) without the express approval of the CSCL.

Minimum Backup Requirements on Cloud

The SI should keep all the backup requirements as per the Meity guidelines. Backup policy of the cloud data will be submitted by the SI in the System design and configuration report (Ref to section 5.1 minimum project deliverables).

Preparation of Disaster Recovery Operational Plan

The SI should provide detailed operating procedures for each application during the following scenarios. These shall be mutually agreed upon with CSCL during the project kick off.

Business as usual: the primary site is functioning as required, procedures for ensuring consistency of data availability at secondary (DR) site.

Disaster: Declaration of disaster, making the DR site live for production, ensuring availability of users to the secondary site.

Operations from DR site: Ensuring secondary site is addressing the functionality as the primary site was operating.

Configure proposed solution for usage

The service provider shall provide DR Management Solution to CSCL meeting following specifications:

Features
• The proposed solution must offer a workflow based management & monitoring and reporting capability for the real time monitoring of a DR solution parameters like RPO (at DB level), RTO, replication status and should provide alerts (including SMS and e-mail alerts) on any deviations.

The proposed solution should be able to conduct DR Drills.
• The proposed solution should provide a single dashboard to track DR Readiness status of all the applications under DR
• The proposed solution should be capable of reporting important health parameters like disk space, password changes, file addition/deletion etc. to ensure DR readiness
• The proposed solution should have inbuilt ready to use library of recovery automation action for heterogeneous databases and replication environment. This must significantly reduce custom development of scripts and speedy deployment of DR solutions
• The proposed solution should facilitate out-of-the-box, workflow based switchover and switchback for DR drills for standard applications based on industry best practices
• The proposed solution should facilitate workflows for bringing up the applications and all the components it depends on at DR while it is up at primary site without pausing/stopping the replication
• The proposed solution should be able to manage hosts by either deploying agents or without deploying any agent and should not require any change in the existing environment
• The proposed solution must support all major platforms including Linux, Windows, Solaris, Unix etc. with high availability options.
• The proposed solution should facilitate workflow based, single-click recovery mechanism for single or multiple applications
• The proposed solution should cover all the functionalities mentioned in the specifications and all the required licenses should be provisioned

Periodic Disaster Recovery Plan Update

The service provider shall be responsible for –

- Devising and documenting the DR policy discussed and approved by CSCL.
- Providing data storage mechanism from the Go-Live date till the date of contract expiry for the purpose of compliance and audit

The functional requirements and technical specifications provided in this RFP are indicative and carry guiding rule. The SI is free to offer products and solutions which meet requirements of the RFP focusing on the outcome, future scalability, security, reliability and adherence to specified SLA under this RFP, in line with applicable standards & best practices adopted in the industry. The SI is encouraged to design an Optimized solution which is technically superior, innovative, proven, better in terms of functionality and is cost effective. Any specified parameters mentioned in the scope/technical requirement in the RFP may be considered if it is required for meeting current & future requirements during the contract period. The SI is fully responsible for the specified outcome to be achieved.

2.6   Hybrid Mobile Application

Hybrid Mobile application to be developed for easy accessibility of services. Functional requirement of the same are given in subsequent section of this RFP. Mobile app should be multilingual (Punjabi, English & Hindi). Citizen shall be able to download the mobile apps from google play store and apple store. Cost of google play and apple store will be borne by the SI during the contract period.

2.7 Data Migration and Digitization

Data Digitization: The existing data would be digitized. At present majority of citizen charter services are being provided manually. So data is on physical files. The data of past 5 years would be digitized. The detailed data digitization requirements are attached as Annexure II.

Data Migration: Migrating the data from the other systems/manual operations to the new system will include collection and migration of user data, collection and migration of master data, closing or migration of open transactions, collection and migration of documentary information, and migration of data from the legacy systems.

2.8 Testing and Acceptance Phase

A high-level analysis of testing requirements has been given below, SI shall review the detailed testing requirements and may suggest detailed testing requirements

- The testing should be comprehensive and should be done at each stage of development and implementation.
- The SI shall design the testing strategy, test cases and conduct testing of various components of the software developed/customized for the Project.
- The SI shall perform software testing including unit testing, system testing, integration testing and performance etc.
- The bidder shall after development and customization/configuration of the integrated solution, conduct tests to demonstrate that the system meets all the requirements specifications as defined in the signed off SRS.
- Post internal testing, the SI will submit the product for the testing for User Acceptance testing.
- The SI will fix the issues identified during User Acceptance testing and obtain UAT sign off.

 The STQC certification and cert-in should be mandatory.

2.9 Training & Capacity Building

The success and sustainability of any e-governance project depends on the knowledge and efficiency of its users to operate the newly designed system. This can be achieved by imparting sufficient training and capacity building of the internal users. Therefore, as envisaged by CSCL, the SI will provide training to the internal users across all levels with due planning. The training and capacity building program will start in tandem with the roll-out plan and the department envisages one more round refresher training for 50% of the users for each of the modules. Before the start of training session, the SI will ensure necessary software infrastructure set-up in order to conduct end user training. Following training needs are identified for all the project stakeholders:

Basic IT training:
This module shall include components on fundamentals of train the trainer basis:
- Computer usage
- Network connection troubleshooting
- Smart phone/ Tab usage with respect to smart city solutions
- Application user administration
- Application installation & troubleshooting
- Basic computer troubleshooting etc.

Initial Training as part of Project Implementation:
1. Functional Training
- Basic knowledge of application, functions and usability

- General Awareness & Application training
- Software Applications
- Networking, Hardware Installation
- Any other relevant training

2. Administrative Training

- System Administration
- Managing and monitoring all the e-governance related components including web portal, mobile application, etc.
- Master trainer assistance and handling grievances requests etc.

3. Senior Management Training

- Usage of all the proposed systems for monitoring, tracking and reporting,
- MIS reports, accessing various exception reports

Post-Implementation Training

- Refresher Trainings for the Senior Management
- Functional/Operational training and IT basics for new operators
- Refresher courses on System Administration
- Change Management programs
- Training to the employees of Chandigarh Smart City Limited (CSCL) and it's appointed agencies on application related operations and basic troubleshooting & reports generation etc.
- SI will have to bear all the cost associated with the conducting such training programs. However, the space for such trainings shall be provided by CSCL.
- Training sessions should be conducted on a requisite mix of theory & practical operations. The trainings should be conducted in English, Punjabi and Hindi languages as applicable.
- SI should discuss with CSCL regarding the training plan and duration, get CSCL approval. SI will be required to impart training to the personnel designated by Chandigarh Smart City Ltd (CSCL) as per the approved plan.

2.10 Support & Maintenance for 5 Years

Post go-live and stable operations, SI is expected to provide operations and maintenance services for the entire solution deployed including software, for a period of minimum 5 years from Go live, which further may be extended as per mutually agreed basis. Minimum scope during the O&M phase will be

Monitoring Reports should cover the following:
- Performance Monitoring reports for system
- SLA Compliance Reports
- Patches/ Upgrades of all components
- Incremental updates to solution
- Change Requests Managed
- Issue/ Problem/ Bugs/Defect Tracker
- On-Going Project Updates
The above reports will be produced as and when required by the CSCL.
Post go-live and stable operations, bidder is expected to provide operations and maintenance services for the entire solution deployed including software, hosting support at Data Centre/Cloud, etc. for a period as defined. This will also include manpower support for the duration of the contract. Provision, deployment and supervision of personnel for execution of the contract. Defining exit management program and knowledge transition to CSCL/ ULB officials The bidder will operate and maintain all the components of the proposed System for a period of five (5) years after Go-Live date. During O&M

phase, the SI shall ensure that service levels are monitored on continuous basis; service levels are met and are reported to CSCL.

Applications Support and Maintenance

Application support includes, but not limited to, production monitoring, troubleshooting and addressing the functionality, availability and performance issues, implementing the system change requests etc. The bidder shall keep the application software in good working order; perform changes and upgrades to applications as requested by CSCL. All issue/complaint/observation about the system shall be maintained as a record and should be resolved. Key activities to be performed by bidder in the application support phase are as follows: a) Compliance to SLA. The SI shall ensure compliance to SLAs as indicated in this RFP.

Annual Technology Support:

The SI shall be responsible for arranging for annual technology support for the service providers to CSCL provided by respective service providers during the entire support and maintenance phase.

Application Software Maintenance

- SI shall address all the errors/bugs/gaps in the functionality in the solution implemented by the SI (vis-à-vis SRS signed off and subsequent changes) at no additional cost during the O&M phase.
- All patches and upgrades from service providers shall be implemented by the bidder ensuring customization done in the solution as per the CSCL's requirements are applied. Technical update of the installation to the new version, as and when required, shall be done by the bidder. Any version update of the software / tool / appliance by SI to be done after taking prior approval of CSCL and after submitting impact assessment of such upgrade.
- Any changes/updates to the software performed during the support phase shall subject to the comprehensive and integrated testing by the SI to ensure that the changes implemented in the system meets the specified requirements and doesn't impact any other function of the system. Release management for application software will also require CSCL approval. A detailed process in this regard will be finalized by SI in consultation with CSCL.
- Issue log for the errors and bugs identified in the solution and any change done in the solution shall be maintained by the SI and periodically submitted to the CSCL team.
- Any changes in APIs by the (NIC, SPIC or other agencies) will be the responsibility of the SI to integrate with the CSCL E-Governance services and mobile applications etc.
- Training documents updates will be submitted by the SI as and when changes in the software.

Change and Version Control:

All planned or emergency changes to any component of the system shall be through the approved Change Control management process defined in this RFP. The SI needs to follow all such processes. For any change, SI shall ensure:

- Detailed impact analysis
- Appropriate communication on change required has taken place
- Proper approvals have been received
- Schedules have been adjusted to minimize impact on the production environment
- All associated documentations are updated post stabilization of the change
- Version control maintained for software changes

The SI shall define the Software Change Management and Version control process with prior approval from CSCL. All the project documents need to follow version control mechanism. SI will be required to keep all project documentation updated and should ensure in case of any change, the project documents are updated and submitted to CSCL.

SLA Compliance Reports:

SI will develop a system for automatic monitoring of the SLA defined in this RFP. This system will also be tested by the STQC or any other agency empanelled by the government of India (GoI). The bidder shall ensure compliance to SLAs as indicated in this RFP and any upgrades/major changes to the software shall be accordingly planned by bidder ensuring the SLA requirements are met at no additional cost to the CSCL.

2.11 Handholding

The SI has to provide requisite man power to help MCC and CSCL staff in daily usage of E-governance web portal till their satisfaction for a maximum of 6 months, SI to suggest manpower for the same in technical proposal.

2.12 MIS Reports

Web portal should be able to generate MIS reports as per requirements. As MIS reports will help the management to take quick decisions on basis of information. MIS reports would be available to MCC staff w.r.t their departments i.e. role based access of MIS reports would be there. SI will develop the MIS reports as per the requirements from MCC/CSCL departments. SI will develop/implement system in such a way that system can generate n number of MIS reports as per requirements from MCC, CSCL and any other stakeholder etc.. SI shall generate any no. of MIS reports for each department as per the requirements from the department. MIS Reports are categorised below:

- Simple Report: Single Department Report will be categorised into simple report.
- Report with Medium Complexity: MIS Reports involving two or more departments will be of medium complexity.
- Complex Report: MIS report comprises of complete ULB or Involving two or more Stakeholders like MCC, Chandigarh Housing Board CHB, Fire Service etc.

 MIS reports should have following features but not limited to

- **Accuracy:** A key measure of the effectiveness of an MIS is the accuracy and reliability of its information. The accuracy of the data it uses and the calculations it applies determine the effectiveness of the resulting information. The sources of the data determine whether the information is reliable. Historical performance is often part of the input for an MIS, and also serves as a good measure of the accuracy and reliability of its output.
- **Usefulness:** The information a manager receives from an MIS may be relevant and accurate, but it is only useful if it helps him with the particular decisions he has to make. For example, if a manager has to make decisions on which employees to cut due to staff reductions, information on resulting cost savings is relevant, but information on the performance of the employees in question is more useful. The MIS has to make useful information easily accessible.
- **Timeliness:** MIS output must be current. Management has to make decisions about the future of the organization based on data from the present, even when evaluating trends. The more recent the data, the more these decisions will reflect present reality and correctly anticipate their effects on the company. When the collection and processing of data delays its availability, the MIS must take into consideration its potential inaccuracies due to age and present the resulting information accordingly, with possible ranges of error.

- **Completeness:** An effective MIS presents all the most relevant and useful information for a particular decision. If some information is not available due to missing data, it highlights the gaps and either displays possible scenarios or presents possible consequences resulting from the missing data. Management can either add the missing data or make the appropriate decisions aware of the missing information. An incomplete or partial presentation of information can lead to decisions that don't have the anticipated effects.
- **Relevance:** The information a manager receives from an MIS has to relate to the decisions the manager has to make. An effective MIS takes data that originates in the areas of activity that concern the manager at any given time, and organizes it into forms that are meaningful for making decisions.

MIS reports will provide the information in different formats like in excel, .pdf. docx,.csv etc. as per requirements of CSCL/MCC.

2.13 Integration of Services

In order to facilitate the citizens, the important on going citizen related services will be integrated with CSCL web portal. These services will be integrated through APIs, so that citizens can access the integrated service through single sign on facility. However, SI shall carry out a detailed systems study to define the integration requirements and get it approved from CSCL. If required CSCL may ask the SI to implement/develop a service which is presently under integration scope. At Present following services are under integration scope but not limited to

1. Integration with existing Birth and Death portal of RGI
2. Integration with Property Tax Management System
3. Integration with Right to Information (RTI)
4. Integration with E-Awas Allotment
5. Integration with HR, Payroll & Pension Management
6. Any other services at present managed by NIC, SPIC etc. may be integrated to CSCL Web Portal if required. These services will be integrated through API and SI may quote unit price cost for integration service in BOQ.

2.14 Integration with ICCC (Integrated Command and Control Centre)

Web portal developed by the SI will be integrated to ICCC in future. E-Governance brief dashboard will be displayed on ICCC. SI shall share the APIs for Chatbot with MSI of ICCC for following services:

1. Grievance Management System
2. Birth and Death
3. Water and Sewerage
4. Property tax
5. Booking of Banque,Hall/Community Centres/Parks/Commercial places
6. Online permission management System
7. Estate branch
8. E-Horticulture
9. Rented Properties
10. Trade and Market License
Details of the APIs shall be finalized once the MSI is onboard.

Note:

*SI to develop APIs for sharing and integration of data with MSI of ICCC.

**Design and development of Chatbot application shall be in the scope of MSI.

3   Compliance to eGov standards

3.1   Single-Sign On

The application should enable single-sign-on so that any user once authenticated and authorized by system is not required to be re-authorized for completing any of the services in the same session. For employees of the department concerned, the browser based application accessed on the internet, through single-sign-on mechanism, will provide access to all the services of the departments concerned (based on their roles and responsibilities), Help module, basic and advanced reporting etc. Similarly, for external users (citizens, etc.), based on their profile and registration, the system shall enable single sign on facility to apply for various services, make payments, submit queries /complaints and check status of their applications.

3.2   Interoperability Standards

Keeping in view the evolving needs of interoperability, especially the possibility that the solution shall become the focal point of delivery of services, and may also involve cross functionality with the e-Government projects of other departments / businesses in future, the solution should be built on Open Standards. The SI shall ensure that the application developed is easily integrated with the existing applications. Every care shall be taken to ensure that the code does not build a dependency on any proprietary software, particularly, through the use of proprietary 'stored procedures' belonging to a specific database product.

3.3   Security

The systems implemented for project should be highly secure, considering that it is intended to handle sensitive data relating to the citizens. The overarching security considerations are described below.

- The security services used to protect the solution shall include: Identification, Authentication, Access Control, Administration and Audit and support for industry standard protocols.
- Security design should provide for a well-designed identity management system, security of physical and digital assets, data and network security, backup and recovery and disaster recovery system.
- The solution should provide for maintaining an audit trail of all the transactions and should also ensure the non-repudiation of audit trail without impacting the overall performance of the system.
- The overarching requirement is the need to comply with ISO 27001, ISO/IEC 27034 standards of security.
- The application design and development should comply with Open Web Application Security Project [OWASP] top 10 principles.

Sr. No.	Security Areas	Specifications
1.	**Network Security**	• The solution should support SSL encryption mechanism for transferring data across network and between client and server
2.	**System Security**	• The access controls procedures should cover all stages in the life-cycle of user access, from the initial registration of new users to the final de- registration of users who no longer require access to information systems and services. • The system should have 2 factor authentication mechanism either through One Time Password (OTP) or soft tokens based technologies for access control and user authentication.
3.	**Application Security**	• The solution should have appropriate authentication mechanisms • Application user authentication & authorization related transactions should be encrypted. • A web application firewall shall be deployed to secure the web-layer. • The web applications should be free from OWASP and CERT-IN web application vulnerabilities as released from time to time.
4.	**Audit Trails & Logs**	• Event logging should create an accurate record of user activity such as which users accessed which system, and for how long. • The solution should log all types of events especially those related to security
5.	**Data Protection**	• The solution should support SSL encryption mechanism for transferring data across network. Provision should be made to ensure that data in any form should not be copied on to any external media without authorization. • The data transferred across network should be encrypted using Public Key (PKI) Infrastructure. • Complete end point data protection should be provided at client site such that

		any type of data pilferage using unauthorized copying, storing and emailing could be prohibited.
		• Access to all system resources including data files, devices, processes and audit files should be provided to the intended users only.
		• All mobile applications should be designed and developed in a way that it ensures security of the application and data on the device.
		• Ensure to protect documents by assigning security parameters and criteria in order to provide more effective protection for an electronic document in order to maintain Confidentiality, Authorization, Accountability, Integrity, Authenticity and Non-repudiation.
6.	**Session Management**	• The system should limit to only one session per user or process ID.
		• The system should put a limit on the maximum time length of an idle session, which should ensure that automatic session termination takes place after expiry of the specific time length.
7.	**Data Ware House Security**	• Users must not have access to the data warehouse prompt of the application. Access to the data warehouse prompt must be restricted only to the database administrator.
		• "Super user" rights for the data warehouse must only be given to the administrator and the activities of these accounts must be properly logged.
8.	**Application Deployment**	• All unused ports should be blocked at server machines.
		• The application server should be segregated from internet zone through firewall or other filtering mechanism.

9	Information Security Governance	• The employees working on the project should be made aware of his or her responsibilities with respect to Information Privacy and Information Security. • Employees working on the project shall undergo security awareness training during induction.
10.	Computing Environment	• USB ports should be disabled on specified desktops / laptops at Client site premises, so as to prevent use of pen drives, external disk drives etc.
11	Email Security	• Email must have protection from inbound and outbound email threats. It should report compliance violations by scanning all inbound and outbound email content and attachments for sensitive data, real-time protection from spam, phishing, viruses, spoofing, zombies, directory harvest (DHA), Denial of Service (DoS) and other attacks.
12.	Compliance to Security Standards	• Software system should be in compliance with <ISO/IEC 27001:2015>.
14.	Database Activity Monitoring	SI should use DAM or any other tool/software to audit all activities and transactions, identifying anomalous activities (such as viewing sensitive data, or creating new accounts with authorized privileges), reconciling observed activities (such as adding or deleting tables) with authorized change requests on database.

3.4 Application Architecture

- It has been proposed that the applications designed and developed for the departments concerned must follow some best practice and industry standards. In order to achieve the high level of stability and robustness of the application, the system development life cycle must be carried out using the industry standard best practices and adopting the security constraints for access and control rights. The various modules / application should have a common Exception Manager to handle any kind of exception arising due to internal/ external factors.

- Similarly, the modules of the application are to be supported by the Session and Transaction Manager for the completeness of the request and response of the client request. The system should have a module exclusively to record the activities/ create the log of activities happening within the system / application to avoid any kind of irregularities within the system by any User / Application.

3.5   Proposed Application Architecture:

An indicative N-tier architecture has been proposed for the Application Solution.

The entire processing should take place in n-tier architecture:

  I.   Front-end software - responsible for the presentation of information, and provides user interface.
  II.   Business Process / Service Layer – Framework for delivery of Services.
  III. Application Layer – The Business logic for all the application as per the FRS document
  IV.   Database Layer - responsible for the manipulation and storage of data.

3.6   High Level Design (HLD)

Once the FRS, SRS and System Requirement Specifications are approved, the SI shall complete the High Level Designing and all HLD documents of all the functionalities, integration with existing application and external application. The SI shall prepare the HLD and have it reviewed and approved by the CSCL.

3.7   Low Level Design (LLD)

The LLD shall interpret the approved HLD to help application development and shall include detailed service descriptions and specifications, application logic (including "pseudo code") and UI design (screen design and navigation). The preparation of test cases will also be completed during this stage. The SI shall have the design documents reviewed and approved by the CSCL. CSCL will sign off on the LLD documents.

3.8   Test Plan

Once the SRS is approved and design is started, the SI shall prepare all necessary Test Plans (including test cases), i.e., plans for Acceptance Testing. Test cases for Initial and Final User Acceptance Testing shall be developed. Initial and Final User Acceptance Testing shall involve Test Case development, Unit Testing, Integration and System Testing, Functional testing of Application, Performance testing of the Application including measurement of all Service Levels as mentioned in this RFP and finally SI shall also carryout Load/ Stress testing. The SI will submit the test plans and test result reports to CSCL for comprehensive verification and approval.

3.9   Adherence to Open Source Standard

The solution must be designed following open standards, to the extent feasible and in line with overall system requirements set out in this RFP, in order to provide for good inter-operability with multiple platforms and avoid any technology or technology provider lock-in.

3.10 Compliance with Government standards & policies

The solution must comply with all the relevant standards & policies of the Government related with e-Governance application development. While developing an application in response to this RFP, the SI shall adhere to all applicable policies and standards published by Government of India, which includes:

- Ministry of Electronics and Information Technology, Government of India as updated from time to time. The latest version of the standards may be found at https://egovstandards.gov.in
- National Informatics Corporation The latest version of the standards may be found at web.guidelines.gov.in/
- Guidelines for Indian Government Websites (GIGW), available at: http://darpg.gov.in/sites/default/files/Guidelines_for_Government_ websites_0_0.pdf
- "Policy on Open Application Programming Interfaces (APIs) for Government of India" available at: http://www.egazette.nic.in/WriteReadData/2015/164238.pdf
- "Policy on Adoption of Open Source Software for Government of India" available at URL http://www.egazette.nic.in/WriteReadData/2015/163746.pdf
- "Policy On Collaborative Application Development by Opening the Source Code of Government Applications", available at: http://www.egazette.nic.in/WriteReadData/2015/164611.pdf
- "Policy on Adoption of Open Source Software for Government of India", available at URL http://www.egazette.nic.in/WriteReadData/2015/163746.pdf

3.11 Compliance with Industry Standards

In addition to above, the proposed solution has to be based on and compliant with industry standards (their latest versions as on date) wherever applicable. This will apply to all the aspects of solution including but not limited to design, development, security, installation/deployment, training and testing.

3.12 Open Data

The application should publish the data in the open data portal of the government of India as per the prescribed Ministry of Housing and Urban Affairs standards or as per the requirements of CSCL.

3.13 Open API

The system should expose API's to interact with the third party systems to enable seamless integration with the third parties. This would enable the future to be allowing for integrations with solutions that are not currently available with the department.

4   Responsibility Matrix

Note: All decisions shall be taken by CSCL which shall be abided by all the stakeholders in the Below matrix.

R/A = Responsible/Accountable; C = Consulted; I = Informed

Sr. No.	Task Name	SI Responsibility	CSCL Responsibility	MCC Responsibility	PMC Responsibility	Remarks
1.	Man Power Deployment	R/A	C	I	C	
2.	Requirement Gathering & Gap Analysis	R/A	C	C	C	
3.	Web Portal Design	R/A	C	C	C	SI will provide 2-3 design of Web Portal front end page as well as back office pages and submit it to CSCL for approval. CSCL will approve the design of the Web Portal.
4.	Web Portal Development	R/A	C	I	C	SI will start implementing the backend once design is approved from client.
5.	Payment Gateway Integration	R/A	C	C	C	
6.	Hosting on Cloud Server	R/A	C	C	C	Server cost and maintenance cost to be paid by SI. Cloud will be in the name of CSCL. Cloud Admin credentials will remain with CSCL.
7.	Transactional SMS	R/A	C	I	C	5 Lakh SMS per year.
8.	Web Portal Audit	R/A	C	I	C	Audit from government empanelled

Sr. No.	Task Name	SI Responsibility	CSCL Responsibility	MCC Responsibility	PMC Responsibility	Remarks
						agency STQC & CERT IN
9.	Content for the Web Portal	R/A	R	R/A	C	The content will be provided by the MCC departments to SI. SI will get approval of the same from CSCL
10.	Training and Capacity Building	R/A	C	I	C	
11.	Internet and Internal/Back office user Desktop/Laptop	I	C	R/A	C	
11.	Operation and Maintenance	R/A	C	I	C	

5 Minimum Project Deliverables & Tentative Project Timelines

5.1 Minimum Project Deliverables

Deliverable No.	Deliverable
1.	Kick-off presentation

2.	Project charter should cover the following:
	- Study of scope of work & functional coverage
	- Detailed project plan should include:
	  ▪ Project implementation approach
	  ▪ Work breakdown structure
	  ▪ Delivery schedule
	  ▪ Key milestones
	  ▪ Resource deployment
	- Change & communication management plan should include:
	  ▪ Change control procedure
	- Exit management plan

3.	Software Requirements Specifications should cover the following: - Detailed requirement capture with Gap Analysis - Software requirement - Interface specifications - Application security requirements - Identify third party interfaces required along with the specifications - Requirements sign-off
4.	System Design & Configuration report should cover the following: - System Configuration and function wise configuration needs as per the design envisaged - Customization Development Plan and Design/development plan of components of functionalities that are not available - Test Plans and Test cases (including Unit Test Plan, System/Integration Test Plan, User Acceptance Test Plan, Security Test Plan, Load Test Plan) Data Digitization and Migration plan - High Level Software Design document including Software Architecture design, Logical and Physical Database Design - Detailed training plan, Training Materials and Curriculums, - Backup Policy for Cloud - User Acceptance Test Cases, Unit Test Cases - Reporting Formats
5.	Cloud enabled Data Centers establishment report should cover the following: - Specifications & Design of Data Center and Disaster Recovery
6.	Software Development report should cover the following: - Complete Source Code with documentation

	- Software Testing Documentation (including details of defects/bugs/errors and their resolution)
	- Test Results, User Acceptance Test Scripts, Integration Test Results/Cases
	- System Integration Tests (SIT)
	- Certification from Govt. empanelled agencies STQC & CERT IN
	- Setup of application on the Cloud Data Centre (Staging Server)
	- Data Digitization and Migration
	- User Acceptance Test (UAT)
	- Go Live Confirmation / UAT Sign off
	- Periodic data backup and archival post Go-Live. Backup data should be tested for restorability on a quarterly basis.
7.	Training report should cover the following: - Training session-wise completion reports - Certification from CSCL officials confirming successful completion of Trainings
8.	Overall System Deployment report should cover the following: - User Manuals and System Manuals - Go-Live sign off report (solution deployed on Production server) - Final Roll out report - Pending Issues in the system, Dependencies - Updated System Design documents, specifications for every change Request - Updated user Manuals, administration manuals, training manuals
9.	Monitoring Reports should cover the following: - Performance Monitoring reports for system - SLA Compliance Reports - Patches/ Upgrades of all components - Incremental updates to solution - Change Requests Managed - Issue/ Problem/ Bugs/Defect Tracker - On-Going Project Updates The above reports will be produced as and when required by the CSCL.

5.2   Tentative Project Timelines

Please refer to section 5.1 above to find the details of the deliverables mentioned below.

T is the date of issuing of letter of Award (LOA)

S. No.	Milestone	Submission of Deliverables	Timelines (in Months)
1	Phase 1(a)	Project Initiation	T+1 Months
	Planning And Design	Kick-off presentation Project charter	T+1 Month(s)
2	Phase 1(b)	Project Initiation	T+2 Months (T1)
	Planning And Design	Software Requirements Specifications System Design & Configuration report	T+2Months (T1)
3	Phase 2	Project Implementation Phase	T1+10 Months(T2)
	2(a)	Development, Supply & configuration, Deployment, Testing & Commissioning: Web Portal of CSCL Cloud enabled Data Centre and Data Recovery	T1+3
		Development, integration, Supply & configuration, Deployment, Testing & Commissioning:	
		All Citizen related services	
	2 (b)	Software Development Report	T1+4
	2(c)	Training Report	T1+4
	2(d)	Overall System Deployment	T1+5
	2(e)	All internal services & Mobile App	T1+8Month(s)
	2(f)	Software Development Report	T1+9
	2(g)	Training Report	T1+9
	2(h)	Overall System Deployment	T1+10
4	Phase 3	Operation and Maintenance phase	T2 + 60 Months
		Monitoring Reports	As per the requirement

6   Minimum Functional Requirement of the Project

The below given are minimum functional requirements, SI will conduct the detailed requirement study and will propose the detailed functional requirements and shall approve the details functional requirements from CSCL.

6.1   Web Portal

1. Front End Development

web portal Pages

Below mentioned are the major page of web portal that shall be developed, the visitor shall view the site map structure as mentioned below:

Basic Pages
- Home
- About us
  - Vision
  - Mission
  - Profile
- CEOs Message
  - Latest Update by CEO
- Organization Structure
- Contact us

Tenders

News

Picture Gallery

Upcoming Event

Project

feedback Form

Search

News/Article

- web portal visitors/users can check the latest news/articles on home page and can go to news/articles section of the web portal where they can see all the news/articles posted in the web portal.
- Upon clicking on news/articles user will redirect to the detail page of the news and can read the information.

Upcoming Events

- web portal visitors/users can check the Upcoming events on home page and can go to events section of the web portal where they can see all the upcoming events that are posted in the web portal.
- Upon clicking on event title user will redirect to the detail page of the events to know the details

Projects

web portal visitors/users can check the latest project on home page and can go to project section of the web portal where they can see all the projects done.

Upon clicking on project title user will redirect to the detail page of the projects to know the details

User can filter the projects based on the categories they want to see (Civil/IT)

Feedback Form

User can submit the feedback from this section, admin user will receive the notification about the feedback on their dashboard screen, confirmation email shall be sent to the user as acknowledgement of feedback.

Picture Gallery

web portal visitors/users can view the photos on home page and can go to Picture Gallery section of the web portal where they can see all the Pictures uploaded.

Polling / Questionnaire

Registered User shall receive an email and SMS whenever new polling or questionnaire is uploaded on web portal.

Polling / Questionnaire shall be displayed on web portal frontend where user can submit their opinion.

Optional- Result of the polling and questionnaire shall be shown on web portal.

Tenders

User shall be able to see on the list of all active and new tenders on this page.

Other information available on this page:

- o Published on date
- o Last Date to apply
- o Tender Opening Date
- o Tender Category (Organization)

User shall be able to download the tenders

User shall be redirected to https://etender.chd.nic.in if they want to apply for the bid.

Search

Front end User shall be able to search content available on web portal through search box. This search shall be an internal search for proposed web portal.

User Login/Register

Login

- o Email Address
- o Password
- o Forget Password process shall be protected, an OTP shall be generated and sent to the user's registered mobile number and email. User shall enter the OTP to change their Password.

Register

- o Name
- o Email Address
- o Phone number
- o Address
- o Password
- o Confirm password

User Account

- o Edit Profile (Name/phone number/email address)
- o Change Password
- o Logout

2. Administrative CMS Backend User Flow

Super admin login credential shall be provided by the selected SI.

Double Authentication

- Once the admin provides the correct credentials the admin user will receive an OTP on their registered mobile number to login into the system.
- If admin user provides the wrong credentials, then the system should lock down after 3 unsuccessful attempts to prevent any unauthorized access. An email shall be sent to the admin user regarding the same.
- In case admin user's system locked down, super admin shall be able to unlock the system and rest the password for admin users.
- In case admin user's system is not locked, the admin user shall be able to use forget password option, an OTP shall be generated and sent to the admin user's registered mobile number and email. User shall enter the OTP to change their Password.
- Same functionality shall be required for back office user under e-governance services.

Super Admin Secure Login

The super admin login shall have following options;

Manage the complete dashboard
Settings
Change password
Logout

Group User Management

This module will assist admin to create a group of users and can manage their permission which will be assigned to the users of this group.

Example: Super Admin need to create group for

Data Entry: User who can manage the content of the basic page via add/edit/delete content or add any new basic text page. Now this group will only have permission to use basic page management system in backend. Their username and password will be assigned by super admin

Manage Tenders: User who will manage only tenders from the backend and other modules won't be available to them. They will be able to upload the Tender details like: Title, description, and upload document (PDF/Word Doc). Also will be able to manage them by add/edit/delete them from their assigned module

Steps to create a new user group:

- o Login to the dashboard with the given Username and password
- o Go to Group Management
- o Click Create New
- o Enter Group Name: DATA ENTRY
- o Save

User Management

Admin can create new user to manage their web portal dashboard

Steps to create a new user:

Login to the dashboard with the given Username and password Go to Group Management

- o Click Create New User
    - ▪ Full Name: Albert L. Marsh
    - ▪ USER NAME: CsclUser
    - ▪ Assign Group: Project Entry
    - ▪ Email: cscluser@XXXX.com
    - ▪ Mobile number : 98XXXXXXXX
    - ▪ Set Password: csclXXXX
    - ▪ Save

Other functions Super Admin can do:

- o Delete user
- o Enable/disable user
- o Edit user details (to change the email id/password/ full name/mobile number/group)

Basic page content Management

Here admin will be able to manage the content of the basic. Step to manage Page management

Login to the dashboard

Click on page Management module

CMS user can do the following activities for the same:

- o Edit the already existing page via edit functionality – User can edit the content and replace the image here.
- o Create new page
- o Delete the page
- o Admin can disable the page if they don't want to delete any page and want to use in future. Once disable it won't reflect in web portal. They can enable the same page again.

All these activities will take effect after approval by the CMS admin user (CMS Admin user as defined in

the back office 2.3 section of this RFP)

Manage News/Articles Step to manage News

Create new News/Articles
- o Login to dashboard
- o Click on News/Articles Management module

Add new News/Articles
- o Add title
- o Add description
- o Upload document/pdf (Optional)
- o Save – Once saved, it will be available on web portal

Delete News/Articles: Admin can delete the News/Articles

Edit News/Articles: Admin can edit News/Articles if any information need to update

Enable/Disable News/Articles: If admin don't want to delete the News/Articles, they can simply disable the News/Articles from here and the News/Articles won't be visible in web portal anymore

Project Category Management (As project must be having different categories)

Add Categories

Edit Categories

Enable/disable Categories

Delete Categories

Manage Projects (this will have filters as well – CIVIL/IT ....)

Create new Project
- o Login to dashboard
- o Click on Project Management module
- ▪ Add new Project
  - ▪ Add title
  - ▪ Add description
  - ▪ Assign category of the project
  - ▪ Upload document/pdf (Optional)
  - ▪ Save – Once saved, it will be available on web portal

Delete Project: Admin can delete the project

Edit Project: Admin can edit project details if any information need to update

Enable/Disable project: If admin don't want to delete the projects, they can simply disable the projects from here and the news won't be visible in web portal anymore

Feedback Form Management

View entries submitted by the online feedback form (6-7 field only)

Admin user shall be able to filter the feedback day wise, topic wise etc. and it shall have option to disable feedbacks.

Super admin shall be able to Disable feedback.

Admin user shall be able to generate the feedback reports of disabled feedback as well.

Upcoming Events: Step to manage Events

Create new Event

- o Login to dashboard
- o Click on Event Management module
- ▪ Add new Event
  - ▪ Add title
  - ▪ Add description
  - ▪ Set date for the event
  - ▪ Upload document/pdf (Optional)
  - ▪ Save – Once saved, it will be available on web portal

Delete Event: Admin can delete the Event

Edit Event: Admin can edit Events if any information needs to update

Enable/Disable Event: If admin don't want to delete the event, they can simply disable the Event from here and the event won't be visible in web portal anymore

Tender Management (Here the admin will be able to add tenders online) Step to manage Tenders

Create new Tender

- o Login to dashboard
- o Click on Tender Management module

Add new Tender

- ▪ Add Tender title
- ▪ Add description
- ▪ Upload document/pdf
- ▪ Save – Once saved, it will be available on web portal

Delete Tender: Admin can delete the tender

Edit tender: Admin can edit tender if any information need to update in existing tenders

Enable/Disable tender: If admin don't want to delete the tender, they can simply disable the tender from here and the tender won't be visible in web portal anymore

This section shall also have a hyperlink to NIC tender's admin section login page, where the admin user has to provide the credentials to view applied bids on various tenders.

Admin user shall be able to generate the reports on tenders uploaded on the web portal.

Manage Polling / Questionnaire

Step to Polling / Questionnaire

Create new Polling / Questionnaire

- o Login to dashboard
- o Click on Polling / Questionnaire Management module

Add new Polling / Questionnaire

- o Add title
- o Add description
- o Upload document/pdf (Optional)

        o   Save

        o   upload, once uploaded, it will be available on web portal

Delete Polling / Questionnaire: Admin can delete the Polling / Questionnaire

Edit Polling / Questionnaire: Admin can edit Polling / Questionnaire if any information need to update

Enable/Disable Polling / Questionnaire: If admin don't want to delete the Polling / Questionnaire, they can simply disable the Polling / Questionnaire from here and the Polling / Questionnaire won't be visible in web portal anymore.

Result: admin user shall have option to make the results visible to public if required (Enable/disable results).

Admin user shall be able to generate the reports on Polling / Questionnaire uploaded on the web portal.

Picture Gallery

Step to manage Picture Gallery

Create new Picture Gallery

        o   Login to dashboard

        o   Click on Picture Gallery Management module

        ▪   Add new Picture Gallery

            ▪   Add title

            ▪   Add description

            ▪   Grouping of images

            ▪   Upload Images (Multiple files at once)

            ▪   Save – Once saved, it will be available on web portal

Delete Picture Gallery: Admin can delete the Picture Gallery

Edit Picture Gallery: Admin can edit Events if any information needs to update

Enable/Disable Picture Gallery: If admin don't want to delete the Picture Gallery, they can simply disable the Picture Gallery from here and the Picture won't be visible in web portal anymore

Technical Requirements for Web Portal

- Domain name for the web portal shall be provided by the CSCL.
- Web portal should run independent of IP Address. i.e. IP Addresses should not be hard coded in the source code/configuration.
- Web portal should be running on SSL i.e. http request should automatically get redirected to https
- Web portal should be compatible to run on multi server environment for load sharing
- Web portal should be compatible for accessibility from any device, any Operating System and any version of browser.
- Platform used for web portal such as Database, Java, dot net etc. software should be minimum N-1 where N is the latest version prevailing.
- Intellectual Property Rights (IPR) shall be with the CSCL. The complete source code along with database shall be provided by the SI to the CSCL.

- CAPTCHA should be present for web pages with form field such as feedback form, registration form etc.
- Logging to be enabled for Web Server / DB Server.
- Password should not be hardcoded in any web portal configuration files or stored in plain text. Passwords should be properly hashed and salted to reduce the effectiveness of password cracking.
- Guidelines of Indian Government web portal (GIGW) WCAG 2.0 and Other e-Governance standards of Government of India (egovstandards.gov.in) Be able to operate on various Operating Systems like Windows, UNIX, LINUX, etc.
- The pages should be printer friendly i.e. all the pages shall be displayed and printed upon demand by user
- To improve the experience of the Web on mobile devices and other handheld devices like iPad, tablets etc. the web portal needs to be developed with "One Web" concept. One Web means making, as far as is reasonable, the same information and services available to users irrespective of the device they are using.

6.2 E-Governance Services

E governance services as defined in Clause 2.3 of this document, shall include following minimum functional requirements, but not limited to:

6.2.1   Functional Requirements

Water Supply and Sewerage Connections

Sr. No.	Requirement Description	Compliant (Yes / No)
W1	Manage licensed plumber	
	Adding/editing licensed plumber list associated with MC.	
W2	New Water & Sewerage Connection (Residential, Commercial)	
	- Procedure/Workflow approvals to set up water and sewerage connection - Regular Water Connection (Up to 15mm ferrule size) - Regular Water Connection (20mm to 40mm ferrule size) - Regular Water Connection (Above 40mm ferrule size) - New sewerage connection without road cut permission - New sewerage connection with road cut permission	
W3	New shallow water tube well connection for non-potable purpose	
W4	Temporary Water & Sewerage Connection	
	Setting up of bill criteria for under construction/temporary connection	
W5	Tertiary Treated Water Connection	

Sr. No.	Requirement Description	Compliant (Yes / No)
W6	Transfer of Water & Sewerage Connection	
	▪ Conversion from Commercial Water Tariff to Domestic Water Tariff ▪ Change of name for water connection	
W7	Temporary and Permanent Closing of Water & Sewerage Connection	
W8	▪ System should have facility to define / view / update Meter Readings as per the user role. ▪ System should have facility to view the meter reading to citizen.	
W9	System should have facility so that user would be able to view their accounts, payment history, last six months bill details, last six months payment made.	
W10	System should have facility to apply for Refund of water security	
W11	System should have facility to apply for plinth level certificate	
W12	System should have facility to Sending acknowledgement mails/ SMS to applicant after submission / approval / rejection of application.	
W13	System should provide facility to pay bill and connection fee submission online.	
W14	Recovery of the defaulter's bills	
W15	MIS Reports and Dashboard	
W16	Mobile apps	
W17	Integration to ICCC (Integrated command and Control centre)	
	System should be designed in such a way that it should be integrated to ICCC without any change in Database structure or architecture design changes.	
W18	Data Digitization and Data migration if required.	
W19	System should provide facility to resubmit the application if it is rejected by the approving authority.	
W20	System should send notification of application to approving authority.	
W21	System should provide facility to approving authority to reject or approve the application.	
W22	System should generate unique application and connection number after submission of form and final approval respectively.	

Sr. No.	Requirement Description	Compliant (Yes / No)
W23	System should also record offline application in the system.	
W24	System should have the facility to escalate the request to the appellate authority in case service requested by the citizen is not provided as per the citizen charter timeline.	

Integrate Birth and Death Certificates

Sr. No.	Requirement Description	Compliant (Yes / No)
BD 1	Hospital Master	
	▪ System should have facility for Addition, Modification, Deletion, and Search of ▪ Hospital Data. ▪ System should be able to print list of hospital. ▪ Hospital Master should get automatically updated after the hospital registration.	
BD 2	Service Charges Master	
	▪ System should have facility to define fees for Birth & Death registration as defined in process. ▪ System should have facility to define charges as per Slab (data range) /flat/year / lump sum basis.	
BD 3	Details of Registrar	
	▪ System should have facility to maintain the details of Registrar. ▪ System should have facility to define designation of the employee. ▪ System should allow role wise authorisation to user.	
BD 4	Authorization of Birth / Death Registration / Correction	
	▪ System should have facility at designated level to check the registration details entered in the system to avoid typographic mistakes as well as mal-practice before generating registration number. ▪ The use of the facility should be at the discretion of ULB. ▪ System should provide functionality to authorize/ Reject / on Hold Birth & Death registration. ▪ System should have facility to request for Birth Certificate by the empanelled Hospitals. ▪ System should have facility to generate online certificates by empanelled hospitals. Empanelled hospital can issue the birth certificate to citizens but nursing homes cannot issue directly. For nursing homes	

		approval of registrar is required. ▪ System should authorize registered nursing homes to enter details of the new born but should not allow the issue of birth certificate. ▪ System should allow citizen to apply online for birth certificate in case delivery taken place at home. ▪ System should have facility to pay fees online. ▪ System should have facility to update citizen about the status of their application through SMS/ Email alerts. ▪ System should have facility of multilevel approval system. Should be configurable. ▪ System should have facility to upload important documents like Adhaar card, photo Ids etc. ▪ System should allow edit of parent names in case of adopted child. ▪ System should allow edit of details to authorize user in case data entered is wrong.	
BD 5	Birth and Death Data Upload		
	System should have facility to upload Birth and Death registration data available in soft format through data upload facility.		
BD 6	Birth registration correction with certificate		
		▪ System should allow the Birth registration correction through ULB counter / Online through web portal. ▪ System should have the facility to capture Applicant details from the user profile in case of Citizen Login ID, Otherwise application form should have the facility to capture the applicant details in case on CFC/ ULB counter. ▪ System should have facility to upload service related required document online. ▪ System should have facility for Govt. official to add/modify/delete the Birth and Death details by based on the approval/right as per process.	
BD 7	Death registration correction with Certificate		
		▪ System should allow the Death registration correction through ULB counters / Online through web portal. ▪ System should have the facility to capture Applicant details from the user profile in case of Citizen Login ID, Otherwise application form should have the facility to capture the applicant details in case on ULB counter.	

	- System should have facility to upload service related required document online. - System should have facility for Govt. official to add/modify/delete the Birth and Death details based on the rights assigned as per process. - System should have facility for online payment as well as through ULB counters for this service. - System should have facility to collect charges through online payment. - System should have facility to collect payments in offline mode - System should have the provision for Registrar to approve or reject the request - System should have facility to resubmit the required doc or to correct the application details in case of rejection / on hold status through citizen log in. - System should have facility to send email and SMS alerts to the applicant about the status of the process. - System should have facility to track online application with Unique ID. - System should have facility to make online/offline payments for the issuance of new Birth/Death certificates	
BD 8	Non Availability certificate	
	Non Availability Certificate.	
BD 9	Statutory Reports	
	System should generate the critical statutory reports related to Birth and Death based on record maintained in database for same.	
BD 10	Birth by Level of Education of Father and Birth Order	
	- System should have facility to generate report on the basis of Birth by level of education of father and birth order. - System should have facility to generate reports on Father's Literacy wise in a particular year	
BD 11	Birth by Level of Occupation of Father	
	- System should have facility to generate report on the basis of Birth by level of - Occupation of father. - System should have facility to generate report on Father's Occupation wise in a	

	▪ particular year.	
BD 12	Birth by Level of Education of Mother	
	▪ System should have facility to generate report on the basis of Birth by level of education of mother. ▪ System should have facility to generate reports on Mother's Literacy wise in a particular year.	
BD 13	Birth by Level of Occupation of Mother	
	▪ System should have facility to generate report on the basis of Birth by level of ▪ Occupation of mother. ▪ System should have facility to generate reports on mother's Occupation wise in a particular year.	
BD 14	Hospital wise Birth Details	
	System should have facility to generate Hospital wise Birth details report.	
BD 15	Sex and Month of Occurrence	
	System should have facility to generate Sex and Month of occurrence Birth details report.	
BD 16	Other MIS/Ad-hoc reports	
	System should have facility to generate Other MIS/Ad-hoc report as desired.	
BD 17	Monthly Summary Reports of Births	
	System should have facility to generate Monthly Summary Reports of Births as per captured data.	
BD 18	Summary of Birth wise Sex Ratio	
	System should have facility to generate reports for Summary of Birth wise Sex Ratio as per data captured.	
BD 19	Death Related Statutory Reports	
	System should have facility to generate different Death related Statutory reports.	
BD 20	Child Mortality Report	
	System should have facility to generate reports for Child Mortality Report as per data capture in the system.	
BD 21	Sex and Month of Occurrence	
	System should have facility to generate reports for Death as per sex and month of occurrence.	
BD 22	Birth and Death Application Status	
	System should have facility to generate report for Birth and Death Application Status.	

Online Permission Management System

Sr. No.	Requirement Description	Compliant (Yes / No)
P1	Permission Master: System should have facility to create/view/update delete permission records. System should have facility to print / view / download the list of permissions.	
P2	Fee Master: ▪ System should have facility to define / view / update the fee according to permission type. ▪ System should have facility to print/ view / download the list of fee as per permission.	
P3	System should provide the form according to permission type selected.	
P4	System should have facility to follow the approving flow according to the selection of permission type.	
P5	Fee charges should be according to permission type selected by the user.	
P6	System should provide online / offline payment option.	
P7	System should generate unique application number after submission of form and after payment as well and it should be send to applicant via sms/ email.	
P8	System should have facility to update the status of payment at back office.	
P9	System should send alert to the applicant and to the concerned approving authority after payment.	
P10	System should send alert to the applicant after submission of form and with each approval and rejection via sms/ email.	
P11	System should have facility to track the status of application after payment.	
P12	Minimum MIS Reports and Dashboard ▪ System should have meaningful dashboard from where user can get brief details at one go. System should have facility to generate reports area wise, number of permissions taken month wise.	
P13	System should also record offline application in the system.	
P14	▪ System should send alert to the applicant and to the concerned approving authority after payment.	
P15	System should have the facility to escalate the request to the appellate authority in case service requested by the citizen is not provided as per the citizen charter timeline.	

Online Booking of Open Space Building Material

Sr. No.	Requirement Description	Compliant (Yes / No)
B1	Master/ Back office information	
B2	System should have facility to manage category wise(Residential/ Commercial) buildings	
B3	System should have facility to categorize village/city buildings.	
B4	System should have facility to categorize booths/SCO/SCF.	
B5	Rate/Fee Setting	
	▪ System should have facility to setup rates for Residential/ commercial under construction buildings area wise (per sq feet). ▪ System should have facility to setup rate month wise i.e. facility to set fee for six months and after that going forward month wise.	
B6	Application Submission	
	▪ System should have facility to apply online using web portal and mobile app. ▪ System should record offline application in the system as well. ▪ System should be capable to calculate fee online on the basis of area. ▪ System should allow citizen to submit fee online/offline. ▪ System should generate unique application ID on successful completion of application. ▪ System should provide facility to applicant to track status of application with application id.	
B7	Workflow Approvals	
	▪ System should follow multilevel / single level flow for approval. ▪ System should send the notification to applicant after each approval / rejection via SMS/Email.	
B8	GST	
	▪ System should be capable enough to add GST to booking amount as per the GST guidelines. ▪ System should have facility to calculate late fee amount.	
B9	Data Digitization and Data Migration	
B10	MIS Reports and Dashboard ▪ System should have meaningful dashboard from where user can get brief details at one go. ▪ System should have facility to generate reports as per requirements.	

Sr. No.	Requirement Description	Compliant (Yes / No)
B11	System should have the facility to escalate the request to the appellate authority in case service requested by the citizen is not provided as per the citizen charter timeline.	

DAK

Sr. No.	Requirement Description	Compliant (Yes / No)
DK1	The system shall replicate the Present physical file handling in the same manner as followed and electronic files shall give the same look and feel of Physical file with right-hand side of the file holding the "Correspondence" & left-hand side of the file holding the "Note-Sheets".C	
DK2	The system shall have a facility to create/open a new electronic file as well as a Part File, which can be merged with the main file at a later stage.	
DK3	The system shall have a facility to save the file in the desired folder in the system as per the user rights.	
DK4	Numbering for the file should be auto-generated as per the department format and should allow for restarting the numbering at beginning of every fiscal year.	
DK5	The system should mandatorily capture information like File Subject, Department etc. while creating the file.	
DK6	The system shall generate a Barcode number on successful creation of a file. This barcode can be pasted into a physical file for tracking, in case physical file is also used.	
DK7	Any type of documents like Images, PDF files, Office files like word, Excel, PowerPoint presentations, AutoCAD drawings etc. can be added to the electronic file in the Correspondence side.	
DK8	The documents which are added to the files also can be individually indexed/ tagged for easy search.	
DK9	The system should have a facility to search a file based on multiple parameters like file number, file subject etc.	
DK10	System should allow categorization of files like subject files, special files, administrative files, project files etc.	
DK11	System shall have an in-built text editor for entering the notes. The editor should have basic functionalities such as highlighting a part of note, underlining, making bold,	

	creating paragraphs, having bullet numbering, creating tables etc.	
DK12	The note editor should support adding notes in English, Punjabi & Hindi.	
DK13	The system shall have a draft folder to save Office Notes that are created by officer, which can be edited/appended/reviewed before making it the final note in the file.	
DK14	The system shall provide list of "Standard Noting" templates like "Put up for approval", which can be used by officers.	
DK15	The system shall provide security on notes so that Noting/comments once written signed and forwarded shall not be amendable/editable by any user including originator.	
DK16	The system shall provide facility of securing the notes or making a noting confidential and allow only selected authorized officers to view the secured notes.	
DK17	The system shall allow facility of linking a note with a document in correspondence side or linking note to a particular page of document in correspondence side or linking a note to another note.	
DK18	The system shall have the workflow capability to route the file for approval electronically. The routing can be either serial or parallel routing.	
DK19	The system shall have facility of creating Fixed File Routes or ad-hoc routes as the case may be.	
DK20	The system will allow attaching other related files in the workflow for easy reference, while in workflow.	
DK21	The system has facility to "refer" the file to an outside user who is not a part of Fixed File Route for getting their inputs.	
DK22	If need be, the system shall allow transferring of file from a User's Inbox to another user by authorized officers.	
DK23	Once the workflow is initiated, the system will automatically intimate the respective users by email/SMS for their action once the file is in their inbox.	

DK24	The system shall allow fixing the timelines for completing of task by each user. The system will intimate the user by email/SMS on reaching the threshold time for completing the task. The system will allow defining escalation actions, if the task is not completed in time like email, automatically moving the file to alternate officer etc.	
DK25	The system shall allow the officer to keep a file "On-Hold" by specifying the reason for hold.	
DK26	The system shall provide a facility to track the file by authorized users at any point of time.	
DK27	The system shall allow maintaining information & tracking of Physical Files also if need be.	
DK28	The system shall provide facility to print out the noting for filing in paper folder as record if need be.	
DK29	The system shall allow various process/file reports including drill-down reports as needed from time to time.	
DK30	Maintenance of e-Registers – personal, divisional, and departmental	
DK31	The system should provide Smart search interfaces for quick access correspondences & files	
DK32	The system should provide BARCODE/RFID Integration and Social and Mobile Extensions to enhance responsiveness and accessibility	
DK33	The system should provide Inter-divisional interface allowing sharing of files, papers, etc.	
DK34	The system shall provide all required reports around file movement and tracking.	
DK35	The system shall have a facility to directly capture the physical/hard copy letters received by the department in the system. It should enable capturing basic information like Date of Receipt, Subject of letter, who has sent the letter, Date on letter etc. before exporting to the Letter/Correspondence Management System.	
DK36	The system shall have a facility to add emails directly to the Letter Management System	
DK37	The system shall allow capturing the letter using mobile device like Smartphone/Tablet and add directly to the Letter Management System.	

DK38	The system should allow Auto-Numbering of the letters registered, which can be easily tracked at any point in time.	
DK39	The system shall have a facility to route the correspondences Letter to the user whom it is addressed to.	
DK40	The System shall allow the recipient of the letter to view the same and do annotations.	
DK41	The system shall allow the recipient to take different actions on the letter like o Filing the Letter to an existing/New electronic File o Forwarding the same to other users for action o Forwarding the same to multiple users together for action.	
DK42	The system shall have a facility to prepare responses and attach with the correspondences Letter workflow if a response is to be given to the letter.	
DK43	The system shall have a facility to track a correspondence at any point in time.	
DK44	The system shall provide advanced search facility for searching a correspondence /Letter based on multiple criteria like dates, subject, pending with, completed by, pending since etc.	
DK45	The system should have inbuilt inbox for receiving correspondence	
DK46	The system should have electronic management and tracking of correspondence encompassing tasks such as diary entry, indexing, noting, cross-referencing, search/ retrieval etc.	
DK47	The system should have interoperability between departments/agencies allowing stakeholders to collaborate and share files, documents, etc.	
DK48	Capability of maintenance of e-registers for individuals, divisions, and departments	
DK49	The system should have BARCODE integration for file and correspondences (DAK) tracking	
DK50	The system should have file-viewer to enable electronic view of physical files	
DK51	Note-sheet view of files with support for formatting, and linking reference notes	
DK52	The system should have provision to capture user details and timestamp along with every note	

| DK53 | The system should have end-to-end audit trail | |

Booking of Banquet Hall/ Community Halls

Sr. No.	Requirement Description	Compliant (Yes / No)
B 1	Property / Estate Masters to maintain Community Centers/Banquet halls/ Green Belts/ Parks of Chandigarh.	
B 2	Booking Services	
	▪ System should have facility to book the Community Centers/Banquet halls/ Green Belts/ Parks of Chandigarh online / offline. ▪ The system will have facility to search property by selecting Location. ▪ System should provide Pricing as per AC/Non AC Banquet Hall/ Community hall Category. ▪ System should provide Pricing as per Category of employment eg. Govt employees/ non-government employee/ MC employee etc. ▪ System should provide facility to Book ground for commercial purpose in Sector 17 circus ground, Sector 34 and Manimajra	
B3	Fee Settings	
	Facility to set/update rate of venues.	
B4	System should provide facility to pay online / offline.	
B6	System should have facility of online booking of parks.	
B7	System should have facility to online submission of damages and fines if any.	
B8	System should have facility of cancellation of booking online.	
B9	Refund cases of Community Centres/ Parks/ Open Space	
B10	System should have facility to add taxes to the total booking amount.	
B11	System should provide facility to Change in Date and Venue (if required, consumer can change within specified time line as per MC guidelines)	
B12	Damage/fine report	
B13	Area wise booking report	
B14	Collection wise booking report	
B15	MIS Reports and Dashboard ▪ System should have meaningful dashboard from where user can get brief details at one go ▪ System should have facility to generate MIS reports as per the requirements.	

Sr. No.	Requirement Description	Compliant (Yes / No)
B16	System Should have facility to update applicant through SMS /Email about booking status.	
B17	System should have the facility to escalate the request to the appellate authority in case service requested by the citizen is not provided as per the citizen charter timeline.	

Rented Properties Under Colony Branch and Estate Office

Sr. No.	Requirement Description	Compliant (Yes / No)
RL 1	Masters/ Back office information	
	▪ All necessary information required to run the system should be maintained as master information. ▪ Access to master information would be with authorized user. ▪ System should provide Role based Access to application.	
RL 2	Application submission	
	▪ Applicant will submit the online application form. ▪ System should have facility to notify user using SMS alert/Email on successful submission of the application. A unique number should be generated and allocated to applicant by the portal using SMS/Email notifications. ▪ System should flow multilevel/single level approval flow for each approval. ▪ System should have facility to track the status of application.	
RL 3	Rent setting on basis of location/ space	
	▪ There should be facility to set rent criteria on the basis of location/Space. ▪ There should be provision to set rent amount annually/half yearly/quarterly/monthly basis. ▪ System should have facility to add late fee charges.	
RL 4	Contract Mapping	
	▪ The system will have the facility to map the contract against the property given on lease. ▪ System should provide facility to search and view the details of contact by using contract number. ▪ There should be provision to edit/delete contract to authorized user. ▪ System should provide the facility to update / delete contract to authorised user.	
RL 5	Rent Notice Generation And Printing	

Sr. No.	Requirement Description	Compliant (Yes / No)
	▪ Provision of Rent Notice generation and printing for the estates or properties having the outstanding amount. ▪ The outstanding amount will be the sum of all the rents which are due.	
RL 6	system should provide a facility to update the status(acceptance / rejection) of application.	
RL 7	Provision of Data Digitization and Migration	
	System should have facility of Data import and export using excel file.	
RL 8	Online/ Offline rent payment submission	
	System should have Facility to customer to submit rent payment online. system should have the facility to record offline payments.	
RL 9	Mobile App	
RL 10	MIS Reports and Dashboard	
	▪ System should have meaningful dashboard from where user can get brief details at one go. ▪ System should have facility to generate reports as per requirements.	
RL11	System should have the facility to escalate the request to the appellate authority in case service requested by the citizen is not provided as per the citizen charter timeline.	

Trade and Market License

Sr. No.	Requirement Description	Compliant (Yes / No)
TM 1	Master / back office information: ▪ All necessary information required to run the system should be maintained as master information. ▪ Access to master information would be with authorized user. ▪ System should provide Role based Access to application.	
TM 2	ISSUE/RENEWAL OF LICENSE, RENT DEED AND REGISTRATION CERTIFICATE ▪ System should provide facility to submit the form online using web portal/mobile app or offline at ULB counter. ▪ System should have facility to upload documents and type of document should be all image types or pdf. ▪ System should provide the online payment facility or the applicant should be able to pay at ULB counter.	

Sr. No.	Requirement Description	Compliant (Yes / No)
	▪ System should have facility to send alert to the applicant after submission of form. ▪ System should have facility to send alert to the applicant and approving authority after payment of fee. ▪ System should be able to add GST amount as per the GST guidelines. ▪ System should provide the form for license, Registration certificate and Rent deed depending on the user selection. ▪ System should follow the multiple levels/workflow for approval of application.	
TM3	GENERATION Of LISENCE: ▪ On providing the unique id the system should generate the copy of lisence/registration certificate.	
TM4	Cancelation of license/Rent deed: ▪ System should provide the facility to cancel the lisence/rent deed and should follow the multi levels/workflow for cancellation approval.	
TM5	CHALLAN : ▪ System should be capable enough to fetch the user information from registration number and fill the challlan form automatically or it should provide the facility to fill the challan form manually. ▪ Officer should have facility to print the challan receipt if offender offers to pay the fine on the spot. ▪ System should maintain the details of offenders.	
TM6	Fee/challan Master: ▪ System should have facility to update fee charges and challan. ▪ System should be able to configure challan/fee amount area wise.	
TM7	MIS Reports And Dashboard ▪ System should provide the authorised user a dashboard where he can get brief details of the licence distributed area wise , number of licence/registration/rent deed renewed , list of defaulters, challan imposed area wise.	
TM8	Data Digitization and Data migration.	
TM9	System should have the facility to escalate the request to the appellate authority in case service requested by the citizen is not	

Sr. No.	Requirement Description	Compliant (Yes / No)
	provided as per the citizen charter timeline.	

Integration with Property Tax System

Sr. No.	Requirement Description	Compliant (Yes / No)
PT 1	The system should have provision to integrate the e-Governance System to the already existing Property Tax System.	
PT 2	The system should have provision to update all financial transaction with the financial accounts module	
PT 3	The system should have provision to integrate with Water billing and collection system for property identification, assessment and verification	
PT 4	The system should have provision to integrate with Market & Trade Licensing for property identification, assessment and verification	
PT 5	The system should have provision for Integration with e-Governance Services for payment deposit by Citizens.	
PT 6	System should have facility to generate MIS reports as per requirements.	
PT7	Dashboard as per requirement.	

Fire Services

Sr. No.	Requirement Description	Compliant (Yes / No)
F1	Master / back office information: • All necessary information required to run the system should be maintained as master information. • Access to master information would be with authorized user. • System should provide Role based Access to application.	
F2	• System should provide facility to submit the form online using web portal/mobile app or offline at ULB counter. • System should provide the online payment facility or the applicant should be able to pay at ULB counter. • System should have facility to send alert to the applicant after submission of form. • System should have facility to send alert to the applicant and approving authority after payment of fee.	
F3	System should have facility to upload documents and type of document should be all image types or pdf.	

Sr. No.	Requirement Description	Compliant (Yes / No)
F4	System should be able to add GST amount as per the GST guidelines.	
F5	Cancelation of NOC / building plans: ▪ System should provide the facility to cancel the NOC / building plans and should follow the multi levels/workflow for cancellation approval if required.	
F6	System should follow the multiple levels/workflow for approval of application.	
F8	System should provide facility to pay charges online / offline.	
F9	Mobile apps	
F10	System should have facility to send alert to applicant through sms / email.	
F11	Data Digitization and Data Migration	
F12	MIS Reports and Dashboard as per the requirement	
F13	System should have the facility to escalate the request to the appellate authority in case service requested by the citizen is not provided as per the citizen charter timeline.	

Online Grievance Compliant Services

Sr. No.	Requirement Description	Compliant (Yes / No)
GR 1	Department Master	
	▪ The department master should be used as a common component to define a department across the organization. ▪ The system should be able to create/view/update/delete the department through department master.	
GR 2	Service Master	
	▪ System should have Department Master facility to accommodate all the grievance services falls under citizen charter but not limited to ▪ Rectification of potholes/ patch work ▪ Others misc. complaints such as setting right of kerbs/channels, paver blocks, cleaning of road- berms /kerbs/channels etc.	

Sr. No.	Requirement Description	Compliant (Yes / No)
	▪ Fault on street light/park lights/Individual pole street light	
	▪ Replacement of damaged pole	
	▪ Replacement of damaged bollards and globe lights	
	▪ Checking/ Challenge of Meter Reading Bill	
	▪ Complaint of low pressure due to leakage in the service pipe/blockage from ferrule	
	▪ Complaints about muddy / contaminated water.	
	▪ Supply of water tanker	
	▪ Blockage/overflowing sewer line	
	▪ Repair of damaged sewer line	
	▪ Removal of blockage in storm water drainage system	
	▪ Repair of storm water drains/replacement of	
	▪ broken/missing road gullies and manhole covers	
	▪ Clearing of Garbage from Bins	
	▪ Sweeping of road	
	▪ Removal of dead animals	
GR 3	Employee Master	
GR 4	Mapping of Employees with Department to handle complaint	
GR 5	Workflow Master	
	▪ The workflow master should be used as a common component to define workflow for scrutiny based services as well as care services. ▪ The workflow should be flexible enough to incorporate or remove events and role/employee against the service whenever there is a change in the workflow of service.	
GR 6	Holiday Master	
	The flow of complaint and escalation depends on working days.	
GR 7	Location Master	
	▪ The system should have provision to enter location name and should accept alphanumeric characters. ▪ This location name should be used in application form of services wherever required. Applicant/Citizen does not need to select Zone, Ward as he/she is not aware of the administrative hierarchy.	
GR 8	SMS and Email Master	
	▪ The system should have the facility to configure events for SMS and Email. ▪ The system should have the facility to send SMS and Email to all the services and departmental events.	

Sr. No.	Requirement Description	Compliant (Yes / No)
	▪ The system should be able to maintain sent history of SMS and Email.	
GR 9	Complaint Registration Online	
	▪ The system should be able to accept application through online.	
	▪ The system should have the facility to accept application in Regional Language.	
	▪ The system should have the facility to upload document up to the size of 5MB maximum.	
	▪ The system should have the facility to upload a document in a various format such as PDF, DOCX, JPEG.	
	▪ The system should have the facility to upload multiple documents.	
	▪ After successful submission of application, Applicant should be intimated via SMS and email with the details of complaints and token number.	
	▪ The system should have the facility to generate Acknowledgment Receipt for Applicant reference if the application is accepted through Online.	
GR 10	Setting of timeline against a service	
GR 11	Reopen Complaint	
	▪ The system should have the facility to open the previous complaint.	
	▪ The reopen complaint workflow should be reset from the initial level.	
GR 12	Acknowledgment	
	▪ The system should auto generate Acknowledgment after successful submission of the application.	
	▪ Acknowledgement should be generated for online and offline complaint registration.	
GR 13	Complaint Status	
	▪ System should allow knowing the status of the Complaint registered by the applicant	
GR 14	Complaint Feedback	
	▪ The system should allow the applicant to provide feedback on the Complaint Action for Resolved and Closed.	
GR 15	MIS Reports and Dashboard	
	▪ MIS (Management Information System) reports show graphical form, Complaint Redressal Performance data.	

Sr. No.	Requirement Description	Compliant (Yes / No)
	▪ System should have meaningful dashboard from where user can get brief details at one go	
GR 16	Citizen Charter Services	
	▪ Fault on street light/park lights/Individual pole street light	
GR 17	System should have the facility to escalate the request to the appellate authority in case service requested by the citizen is not provided as per the citizen charter timeline.	

E-Awas Allotments

Sr. No.	Requirement Description	Compliant (Yes / No)
A1	Registration of the Applicant	
	▪ The system should have provision to register the users into the system to apply for Housing Allotment ▪ System should have provision to send acknowledgement to the registered users using SMS alerts/ email alerts.	
A2	Apply for Accommodation	
A3	Cancellation of Application	
	▪ The system should allow the cancellation of any application within the provided time period. ▪ The system should allow the user to reapply for the application.	
A4	Scrutiny of Application	
	▪ The system should have provision to allow the department users to review and accept or reject the Applications. ▪ The scrutiny is to be done as per the prescribed eligibility criteria for house allotment. ▪ On successful completion of scrutiny process the system should send notification to the applicant.	
A5	Provision to maintain accommodation record pool wise/category wise. Pool/category may be MC pool/ General pool/ Fire services pool.	
A6	Allotment of Accommodation	
	▪ The system should have provision for the department officials to do the allotment based on eligibility and availability of the houses. ▪ Notification to be sent to the applicant on successful allotment	
A7	Surrender of Residence	

Sr. No.	Requirement Description	Compliant (Yes / No)
	▪ The system should allow the application to surrender their residence. ▪ Once the surrender process is initiated, the system should allow the department official to update a checklist of the surrender process. ▪ On successful surrender, the house should be ready for next allotment process.	
A8	Availability of Accommodation	
	▪ The system should have provision for listing out all available property that can be allotted. ▪ The details of Accommodations are to be maintained in the system, i.e., ready for Allotment, Under Maintenance with details of on-going maintenance, under construction, to be vacated, etc. ▪ The properties allotted or surrendered should be automatically updated in the availability of property section.	
A9	The system should have provision supply of duplicate allotment letter/possession letter	
A10	The system should have provision transfer of ownership rights, if any in Death Cases in respect of T-Sites in Vikas Nagar, Mauli Jagran & Sector 52-53	
A11	Issuance of permission to mortgage T-Sites against Loan	
A12	MIS Reports and Dashboard	
	▪ System should have facility to generate MIS reports as per requirement. ▪ System should have meaningful dashboard from where user can get brief details at one go.	
A13	System should have the facility to escalate the request to the appellate authority in case service requested by the citizen is not provided as per the citizen charter timeline.	

E-Challan Encroachment

Sr. No.	Requirement Description	Compliant (Yes / No)
EC1	E-CHALLAN ▪ System should have facility to upload images. ▪ Details about the challan should be forwarded to the offender through sms/email. ▪ System should generate a unique challan number for eachchallan on the spot.	

Sr. No.	Requirement Description	Compliant (Yes / No)
EC2	Store Master • The system should keep the records of all the items that are captured by encroachment officers and for each item a unique number should be generated and these number should be associated with the challan number to identify the items.	
EC3	Master / back office information: • All necessary information required to run the system should be maintained as master information. • Access to master information would be with authorized user. • Role based Access to the system.	
EC3	WEB PORTAL : • It should provide the information regarding the challan (offender's details, challan, date, items recovered, last date of payment, amount to be paid). The following information should be available on providing the correct challan number. • Visitors should be able to see the date of the auction, items to be auctioned.	
EC4	AUCTION • System should keep track of the user who brought items from the auction and on every auction a sms/email should be sent to these users regarding the auction details.	
EC5	MIS REPORTS AND DASHBOARD • System should provide the authorised user a dashboard where he can get brief details of the encroachment raids area wise, number of challan , challan amount during the user specified period.	
EC6	Challan Master: • System should provide the facility to set challan amount. • System should be able to configure challan amount area wise. • System should follow a work flow before approval of updated amount, if updated amount is not approved then the previous approved challan amount should be charged.	
EC7	System should have the facility to escalate the request to the appellate authority in case service requested by the citizen is not	

Sr. No.	Requirement Description	Compliant (Yes / No)
	provided as per the citizen charter timeline.	

E-Horticulture Services

Sr. No.	Requirement Description	Compliant (Yes / No)
H1	Master / back office information: ▪ All necessary information required to run the system should be maintained as master information. ▪ Access to master information would be with authorized user. ▪ Role based Access to application.	
H2	Request registration ▪ System should be able to provide the facility to submit form online using web portal/mobile app or offline submission of form at municipal office counter window. ▪ System should provide the online payment facility. ▪ System should provide facility to send notification to the applicant through sms / email. ▪ system should provide a facility to track the status of application.	
H3	Fee Master: ▪ System should have facility to update fee charges. ▪ System should be able to configure fee amount area wise.	
H4	Approval: ▪ System should follow multiple levels/ single level approving flow for approval of application.	
H5	MIS REPORTS AND DASHBOARD ▪ System should provide the authorised user a dashboard where he can get brief details of number of complaints, complaints resolved time, complaints area wise .	
H6	System should have the facility to escalate the request to the appellate authority in case service requested by the citizen is not provided as per the citizen charter timeline.	

Estate Branch

Sr. No.	Requirement Description	Compliant (Yes / No)
EB 1	Master / back office information: ▪ All necessary information required to run the system should be maintained as master information. ▪ Access to master information would be with authorized	

Sr. No.	Requirement Description	Compliant (Yes / No)
	user. ▪ Role based Access to application.	
EB2	System should provide the details of the lease land owner.	
EB3	Dashboard and MIS reports: ▪ System should provide the authorised user GIS report of land that come's under the lease contract and freehold land. ▪ System should provide the authorised user a dashboard where he can get brief details.	
EB4	Revise rent payment agreement: ▪ System should have the facility to alert/remind concerned authority about the revision of rent/payment after 33 years from the date of lease contract approval. ▪ System should have the facility to alert/remind concerned authority about the completion of lease contract that is 99 years from the date of lease contract.	
EB5	Transfer of lease: ▪ System should have facility to update the ownership of leased land online. ▪ System should provide facility to pay the lease transfer fee online or offline at municipal corporation office counter. ▪ After successful payment of the fee it should follow the workflow/multilevel for approval and after approval the final record should be updated. ▪ System should have facility to alert citizen about the status via sms/mail.	
EB6	Workflow: ▪ System should have facility to define / update / delete multilevel approving flow.	
EB7	Fee master: ▪ System should have facility to update fee/charges. ▪ System should have facility to include GST as per the MOF guidelines.	
EB8	Lease contract Registration: ▪ System should provide the facility to submit form online or offline at municipal office counter. ▪ System should provide facility to pay the registration fee	

Sr. No.	Requirement Description	Compliant (Yes / No)
	online or offline at municipal corporation office counter. ▪ After successful payment of the fee it should follow the workflow/multilevel for approval and after approval the final record should be created. ▪ System should have facility to alert citizen about the status via sms/mail at every stage.	
EB9	System should have facility to upload documents online.	
EB10	System should have the facility to escalate the request to the appellate authority in case service requested by the citizen is not provided as per the citizen charter timeline.	

Financial Accounts

Sr. No.	Requirement Description	Compliant (Yes / No)
AC 1	Financial Year	
	▪ The system should allow user to define fiscal year. ▪ The system should provide the facility to close the accounting to any particular year as and when needed. ▪ The system should have Flexibility to define fiscal year including start month and end month. ▪ The system should have provision for separate logical periods for annual closing activities. ▪ The system should allow closing of fiscal periods to restrict transaction posting. ▪ The system should allow keeping multiple periods open across financial years or within financial year. ▪ The system should have ability to reopen closed period, subject to valid authorization. ▪ The system should allow adding, editing and viewing provision on this form. ▪ The system should generate closing exception reports before year-end. ▪ The system should ensure at year-end close all entries are in balance and all periods have been closed. ▪ The system should carry forward prior year-end account balances to new fiscal year as beginning balances during year-end close. ▪ The system should allow previous financial year entry after next financial year entry. Once system has information for multiple years in a single organization system can allow user to toggle between different	

Sr. No.	Requirement Description	Compliant (Yes / No)
	financial years.	
AC 2	Chart Of Accounts	
	▪ The System should have a facility to configure Chart of Accounts ▪ The system should allow user to define Chart of Account on each organization level. ▪ The hierarchy and codification will be independent for all child organizations. ▪ The system should allow user to search based on Chart of Accounts list. ▪ Chart of Accounts should be able to handle Fund, function and object wise coding as per NMAM.	
AC 8	Budget Head	
	▪ The system should allow user to create Budget Head as per organization requirement. ▪ The system should allow user to create unique budget code based on defined parameters. ▪ The form should have Create, Reset, Edit, View, Save, Print and Search buttons. ▪ The system should create budget code based on budget-entered criteria. ▪ The system should allow user to select multiple options on the screen to search.	
AC 9	Bank Master	
	▪ The system should have the ability to maintain bank master, branch master and branch details. ▪ The system should have the ability to add bank details such as bank name, branch details, address, city name etc. ▪ The system should allow user to ADD, EDIT, SEARCH, VIEW provision. ▪ The system should enable user to select multiple options on the screen to search. ▪ The system should display all the matching products based on the search. ▪ The system should display only 10 matching result on the current screen. ▪ The system should enable user to navigate between the search results. ▪ The system should optionally allow user to print the bank account list.	

Sr. No.	Requirement Description	Compliant (Yes / No)
	▪ The system should notify the user when no matching product is found on the search.	
AC 10	Vendor Master	
	▪ The system should have the facility for maintenance of master database of all contractors / vendors.	
	▪ The system should have the ability to maintain Bank Account Details of all vendors, suppliers and customers.	
	▪ The System should have the ability to manage Vendor Details (Name, Address, PAN, TAN/ TIN, etc.)	
	▪ The system should have the ability to maintain Bank Account Details of all vendors.	
	▪ The system should validate authorization (Maker – Checker) concept	
	▪ The System provides the functionality of registering the contractor & suppliers with an approval process involving their personal details, firm details and license details, and account details as the amount would be directly credited to their respective current /savings account.	
	▪ The system should return and highlight the field, which have inconsistencies / error for user to rectify the error.	
	▪ The system should allow authorization process at departmental level optionally	
	▪ The system does not allow transactions against unauthorized Vendor s.	
	▪ The system should able to allocate system date (sys date) automatically for each entry.	
	▪ The System provides the functionality of registering the contractor & suppliers with an approval process involving their personal details, firm details and license details, and account details as the amount would be directly credited to their respective current /savings account.	
	▪ The form should have Add, Reset, Edit, View, Save, Print and Search buttons.	
	▪ The system should allow user to search data on Vendor Type, Vendor Sub Type, Vendor Name and Status optionally.	
	▪ The system should optionally allow user to print the Vendor list.	
AC 11	Receipt Budget	
	▪ The system should have the ability to enter existing	

Sr. No.	Requirement Description	Compliant (Yes / No)
	approved receipts budget of organization.	
	▪ The System should support budget upload from excel sheets with proper validations.	
	▪ The form should have Add, Reset, Edit, View, Save, Print and Search buttons.	
	▪ The system should optionally allow user to print the budget provision details.	
AC 12	Expenditure Budget	
	▪ The system should have the ability to enter existing approved expenditures budget.	
	▪ The System should support budget upload from excel sheets with proper validations	
	▪ The form should have Add, Reset, Edit, View, Save, Print and Search buttons.	
	▪ The system should have Flexibility to change budget figures during a fiscal year / period.	
	▪ The system should have facility of tracking of expenditures visà- vis budget at any level.	
	▪ The system should have facility of enquiry of budget availability.	
	▪ The system should have facility of Automatic rejection of expenditure booking within the system if the cumulative expenditure amount is beyond the budget.	
	▪ The system should have Support for "budget availability" check and creation of Purchase Commitment during Purchase Requisition or Purchase Order entry.	
	▪ The system should support the monitoring of various budget types such as original budget, supplementary budget, budget carry-forward (unutilized budget amounts carried forward from previous years), budget transfers.	
	▪ The system should support budget and actual expenditure inquiry or reporting by a department should be restricted to the data pertaining to that department only. The authorized budget users such as the Budget Officer and the officials of the budget section should however have complete access.	
	▪ The system should able to search budget head on the basis of various parameters such as Fund, Function, Field and Account Head.	

Sr. No.	Requirement Description	Compliant (Yes / No)
	▪ The system should have facility to keep validation on such Budgeting heads, which are used in Transaction, such budgeting heads should not be allowed to Edit or Delete. However before used in any transaction it should be allowed for Edit or Delete. ▪ The system should have the ability to generate report on comparison between actual and estimated cost/expenditures. ▪ The system should notify the user when no matching product is found on the search ▪ The system should optionally allow user to print the budget provision details.	
AC 13	Budget Appropriation (Distribution)	
	▪ The system should allow user to appropriate / disburse budget. ▪ The system should support budget and actual expenditure inquiry or reporting by a department should be restricted to the data pertaining to that department only. The authorized budget users such as the Budget Officer and the officials of the budget section should however have complete access. ▪ The system should support various types of budget reservations such as budget blocking (where one can block a percentage of budget funds for a fixed price before releasing it later), budget reservation (temporary reservation of budget at purchase requisition time or other user-defined intervals), budget commitments (where funds are committed due to purchase or project obligations). ▪ The system should allow user to distribute budget head based on Budget type, Budget head wise, Account code wise. ▪ The System processes and maintains all budget iterations. ▪ The system should have ability to support user-defined budget availability controls to specify which accounts do not allow actual exceed budget or otherwise. ▪ The system should Support various types of budget reservations such as budget blocking (where one can block a percentage of budget funds for a fixed price before releasing it later), budget reservation (temporary	

Sr. No.	Requirement Description	Compliant (Yes / No)
	reservation of budget at purchase requisition time or other user-defined intervals), budget commitments (where funds are committed due to purchase or project obligations).	
	▪ The system should have budget definition and control in an integrated on line manner at the time of procurement.	
	▪ The form should have Create, Reset, Edit, View, Save, Print and Search buttons.	
	▪ The system should allow multiple budget head allocation against single department.	
	▪ The system should keep audit trail data of budget allocation.	
	▪ The system should allow search based on financial year, budget types, budget code and account head.	
AC 14	Budget Re-Appropriation	
	▪ The System should have the ability to prepare Budget Appropriation between different budget heads through approval process.	
	▪ The system should validate authorization (Maker – Checker) concept.	
	▪ The system should have approval / disapproval functionality.	
	▪ Re-appropriation would not result in any change in the closing balance of sanctioned budget.	
	▪ The system should provide the facility to allow multi-level appropriation structure in line with organization's budgeting requirements.	
	▪ The System should retain and allow access to narrative justification for budget Adjustments (re-appropriation).	
	▪ The System allows users to perform appropriation budget adjustments with appropriate security authority within the financial powers.	
	▪ The system should allow user to send request to Administrative Department / Finance Department for Re-appropriation.	
	▪ The system should able to perform re-appropriation within two or more budgetary heads in the same group or between different groups.	
	▪ The System should be able to keep track of such budgets heads, which are considering for re-appropriation	

Sr. No.	Requirement Description	Compliant (Yes / No)
	process and system should be able generate MIS and respective reports based on transaction carried out on respective budget heads. • The system should capture "Transaction date" and "Remark" for further reference for user (Department HOD). • The system should keep track and maintained records of all balances within system (before and after-appropriation process) for both the budget code i.e. Original estimate amount and re-appropriate amount. • The form should have Create, Reset, Edit, View, Save, Print and Search buttons. • The system should allow user to search on Financial Year, Department, Budget Head and Budget type.	
AC 15	Additional / Supplemental Budget	
	• The System should allow preparation of supplementary budget / Additional allotment. • The system should validate authorization (Maker – Checker) concept • The form should have Create, Reset, Edit, View, Save, Print and Search buttons. • Whenever additional allotment is sought, the source must also be indicated. As such, additional budget would result in an enhancement in the budgetary allocation under one or more budget heads. • The system should allow User to send request to Administrative Department/Finance Department for additional requirement. • Under Section of the Municipal Corporation Act, on recommendation of the Standing Committee, the Corporation may increase budget grant to meet the special or unforeseen expenditure by additional allotment. However, such additional sanction should not be resulting reduction of working balance below the prescribed statutory minimum balance. • System should have facility to perform additional budget allotment on already defined budget heads within system. • System should be able to keep track of such budgets heads, which are considering for additional budget	

Sr. No.	Requirement Description	Compliant (Yes / No)
	process and system should be able generate MIS and respective reports based on transaction carried out on respective budget heads. ▪ System should be able to provide facility to select desired budget heads code ▪ System should be able to keep track and maintained records of all balances within system before and after additional budget process. ▪ After additional budget process, system should be able to allow booking of payment voucher as per new updated balance provision.	
AC 16	Revised Budget	
	▪ The system should have budget revision provision through approval process or proper access rights. ▪ The system should support revised budget upload from excel sheets with proper validations. ▪ The system should pull the budgeted estimate in the form for the current financial year. ▪ The system should populate the re-appropriation, re-allocations, surrenders, revised requirements for the remaining months etc. done as on the date for preparation of revised estimates. ▪ The system should validate that the revised total does not exceed the approved budget. ▪ The form should have Add, Reset, Edit, and View, Save, Print and Search buttons.	
AC 17	Estimation	
	▪ The system should have the ability to plan and prepare budget. ▪ The system should have ability to create department-wise estimated provision, revision for income and expenditure. ▪ The system should have budget estimation functionality through approval process or proper access rights. ▪ The system should validate authorization (Maker – Checker) concept ▪ The system should have ability to export the budget data into text or excel format that can be used by the publisher for publishing. ▪ The system should support flexible budgeting for different funds and their sub-levels within the	

Sr. No.	Requirement Description	Compliant (Yes / No)
	multidimensional fund hierarchy.	
	▪ The system should facility to automatically upload into the system the budget estimates provided by all the departments in a template.	
	▪ The system should Provide flexible budget hierarchy to define budgeting level (what level should be budgeted), account posting level (level where accounting entries will be posted) and budget availability control level (budget level where active budget availability checks are performed).	
	▪ The system should have ability to provide for Revenue and Expense Budgets (can be based on last year's actual performance or approved budget as an initial version for budget planning) as well as Capital or Development Budgets.	
	▪ The budget preparation screens should be secured and be accessible by a select group of authorized budget users only such as the Budget Officer, Budget Section personnel in Finance Department etc.	
	▪ The system should have online availability of budgeting instructions and guidelines for the budget users	
	▪ The system shall be role-based and have built-in workflow to manage the activities of budget preparers, reviewers, and approvers.	
	▪ The workflow shall include budget submission, review, and reject functionality Facility for direct manual entry of amounts for individual budget items apart from formula builder and percentage revaluations	
	▪ The system should have Ability to consolidate budgets of various departments, regions, branches into one budget	
	▪ The system should have budget definition and control in an integrated on line manner at the time of procurement	
	▪ The system should have Flexibility to change budget figures during a fiscal year / period	
	▪ The form should have Create, Reset, Edit, View, Save, Print and Search buttons.	
	▪ The system should have ability to consolidate budgets of various departments, fields and funds into one budget.	
	▪ The system should generate an audit log for all modifications made after final submission of budget at	

Sr. No.	Requirement Description	Compliant (Yes / No)
	different levels.	
	▪ The system shall be role-based and have built-in workflow to manage the activities of budget preparers, reviewers, and approvers.	
	▪ The workflow shall include budget submission, review, and reject functionality Facility for direct manual entry of amounts for individual budget items apart from formula builder and percentage revaluations.	
	▪ The system should allow maintaining the confidentiality of the budget estimates after it has been finalized by final approval and is due to be presented in the board.	
AC 18	Opening Balances Entry	
	▪ The system should allow user to enter opening balance against available account heads.	
	▪ The system should enable user to enter the search text on the screen.	
	▪ The system should display all the matching products based on the search.	
	▪ The system should enable user to navigate between the search results.	
	▪ The system should notify the user when no matching product is found on the search.	
	▪ The form should have Create, Reset, Edit, and View, Save, Print and Search buttons.	
	▪ The system should optionally allow user to print the opening balance details.	
	▪ The system should allow user to search opening balance optionally on selection of Opening Balance Type, Account Head, Fund and Field.	
	▪ The system should notify the user about save / update.	
AC 19	Receipts Entry	
	▪ The system should allow user to enter / to generate receipts through online / offline modes as per organization requirements.	
	▪ The system should have receipt integration with Deposits, Grants, Loans, Advances, Investment and Bill transactions.	
	▪ The system should have facility to capture the different mode of receipts like DD/cheque/cash etc.	
	▪ The system should allow user to enter the customer Cheque / DD / FDR / RTGS detail information.	

Sr. No.	Requirement Description	Compliant (Yes / No)
	▪ The system should validate authorization (Maker – Checker) concept. If maker-checker concept is not applicable, then system should post receipt voucher entry directly after receipt entry. ▪ The system should post Receipt Voucher (RV) entry based on defined voucher template. If receipt modes are RTGS, WEB and NEFT then the system should post Contra Voucher (CV) entry based on defined voucher template after Receipt Voucher (RV) entry . ▪ The system should provide printable version of receipt. ▪ The form should have Add, Reset, Edit, View, Save, Print and Search buttons. ▪ The system should enable user to search on the basis of Receipt Number , Receipt Date , Receipt Amount and Payee Name from searchable drop down list. ▪ The system should notify the user when no matching product is found on the search. ▪ The system should provide functionality to save the date with timestamp. ▪ The system should return and highlight the field, which have inconsistencies / error for user to rectify the error. ▪ The system should have provision to see or view details of receipt after it has been saved successfully in the system.	
AC 20	Bank Transactions – Transfers, Petty Cash Deposits / Withdrawals	
	▪ The system should allow user to contra transactions, which specially relates Bank Accounts. ▪ The system should validate authorization (Maker – Checker) concept ▪ The system should provide facility to transfer funds from one bank account to another within the same fund as well as across funds. ▪ The system should return and highlight the field, which have inconsistencies / error for user to rectify the error. ▪ The system should allow user to petty cash withdraw from designated bank account against cheque. ▪ The system should allow user to deposit petty cash amount into designated bank account. ▪ The system should allow user to enter bank transfer entry within two bank accounts.	

Sr. No.	Requirement Description	Compliant (Yes / No)
	▪ The system should display standard denomination for petty cash deposit entry.	
	▪ The system should allow user to optionally print contra voucher, deposit slip and cheque printing.	
	▪ The system should notify the user about any conflict in the current configuration.	
	▪ The system should allow user to search on Transaction date, Transaction type, Transaction number, Bank account and Transaction mode optionally.	
	▪ The system should enable user to enter the search text on the screen.	
	▪ The system should enable user to select multiple options on the screen to search.	
	▪ The system should display all the matching products based on the search.	
	▪ The system should display only 10 matching result on the current screen.	
	▪ The system should enable user to navigate between the search results.	
	▪ The system should notify the user when no matching product is found on the search.	
	▪ All withdrawals through cheques from the Bank Account(s) should be accounted on the credit side of the Bank Book.	
	▪ All deposits from petty cash should be accounted on the debit side of the Bank Book.	
	▪ The system should be able to post all transactions (Receipts, Payments and Deposit Slips) against these transactions.	
AC 21	Bank - Pay in Slip	
	▪ The system should have the ability to manage Cheque/ Cash Deposit Slips into Bank.	
	▪ The system should have provision to prepare bank Pay-In Slip.	
	▪ The system should have facility to deposit collection in the forms of Cash, Cheque, Demand Draft, FDR, and Pay Order to respective bank.	
	▪ The System should be able to provide Create, Reset, Save, Back, Search and Print button master form.	
	▪ The system should enable user to select multiple options	

Sr. No.	Requirement Description	Compliant (Yes / No)
	on the screen to search.	
	▪ The system should notify the user about any conflict in the current configuration.	
	▪ The system should notify the user when no matching product is found on the search.	
	▪ The system should allow searching based on Deposit Slip Number, Deposit Slip Date, Amount, Bank Account Number – Name, Deposit Slip Mode and Field.	
	▪ The system should also have facility to capture total coin amount further this amount should be considered for Total amount.	
	▪ The system should post Contra Voucher (CV) entry based on voucher template.	
AC 22	Cheque Dishonour	
	▪ The system should have the ability to handle dis-honouring of cheques.	
	▪ The system should be able to provide various options to make Cheque dishonour entry	
	▪ The details of the realization/return of the cheques/drafts shall be entered in the Receipt Register	
	▪ The system shall reverse the entry passed by preparing Bank Receipt Voucher	
	▪ The system should also be able to provide facility to search the dishonoured Cheque.	
AC 23	Investments	
	▪ The system should have Investment management functions, which covers Opening Receivables Investment, Regular Investment, Renewal of Investment and Withdrawal of Investment transactions-master integration.	
	▪ The system should Help to make decisions about financial investments and borrowings with information about cash shortages and surpluses in the short term	
	▪ All conventional investment instruments such as fixed term deposits, commercial papers, and securities should be covered by the system.	
	▪ The processing of the instruments should be fully supported from trading through back office to accounting	
	▪ The system should generate alerts for user regarding	

Sr. No.	Requirement Description	Compliant (Yes / No)
	investment maturity details.	
	▪ The system should allow only registered users to enter the transactions.	
	▪ Details of investment made from Municipal Fund, various Earmarked Funds and Specific Grants should be recorded in the Investment Register.	
	▪ On disposal of investment of the Organization, the profit earned or loss incurred on disposal of investment should be recorded as income or expenditure in the Income and Expenditure Statement.	
	▪ In case of Special Funds Investments or Grants Investments, the profit realized or loss incurred should be adjusted in the Special Fund or Grant.	
	▪ The system should allow user to search on investment number, type, date, and amount and investment bank name.	
	▪ Interest on investments should be recognised as and when due. At period-ends, interest should be accrued proportionately.	
	▪ Dividend on investments should be recognised on actual receipt.	
AC 24	Deposits Payables	
	▪ The system should have deposits management functions which covers opening payables deposits, regular deposits, deposit refund and deposit adjustments.	
	▪ The system should have receipt, work order, bills and payments integration with deposits.	
	▪ The system should have the ability to restrict / display warning messages in case the budgetary limits are exceeded based on the configuration.	
	▪ The system should facilitate collection of earnest money, security deposit and retention money deposit online / offline mode.	
	▪ The system should allow user to searching based on deposit number, deposit date, deposit amount, depositor name, deposit head and deposit type.	
	▪ The system should allow claimants to fill a form which will have the deposit id from which the amount was lapsed.	
	▪ The system should make necessary entries in the books of account and the deposit register.	

Sr. No.	Requirement Description	Compliant (Yes / No)
AC 25	Grants Management	
	▪ The system should have grants management functions, which covers opening payables grants, regular grants receipts, grants payments and refund of grants transactions-master integration.	
	▪ The system should have the ability to maintain Grant Utilisation Details.	
	▪ The system should have the ability to maintain investment details of the grants/ funds received.	
	▪ The system should have the ability to track disbursement details/ payment details against the different grants.	
	▪ The System should provide balance amount of Grant at any point of time.	
	▪ The form should have Create, Reset, Edit, View, Save, Print and Search buttons.	
	▪ The system should display Grants Receipts, Payment orders, Payment vouchers and Refund details within one integrated form.	
	▪ The system should have direct linking with Receipts, Payment orders, Payment vouchers and Refund details with grant account.	
	▪ The system should validate grant amount as well budget amount	
AC 26	Loans / Borrowings Management	
	▪ The system should have loans management functions which cover opening payables loan, regular loans receipts, principal and interest repayments and principal and interest instalment transactions.	
	▪ The system should allow user to searching on loan number, account head, loan amount and department.	
	▪ The system should generate a Unique Loan number for Fresh Loans.	
	▪ The system should show the loan number whenever any transaction related to a particular borrowing is carried out.	
	▪ The system should allow user to edit the incorrect loan entries.	
	▪ The system should continuously generate alerts till repayment has been made. The system should generate alerts (through mail / SMS) ...... days in advance on the	

Sr. No.	Requirement Description	Compliant (Yes / No)
	fixed date of loan repayment instalment and payment of interest for the Loan Officer.	
	▪ The system should allow the user to create the payment of interest and loan repayment requisition (e-sanctions).	
	▪ The system should allow user to transfer the interest/loan Instalment amount directly into Financial Institution's account through the Online Disbursement System.	
	▪ The system should update the organizations Liabilities Account.	
	▪ The system should maintain a scanned / soft copy of the sanction order in the system.	
AC 27	Administrative Approval For Expenditure	
	▪ The system should have the ability to perform administrative approval / dis-approval of works linked to budget availability.	
	▪ The system should have Support for "budget availability" check and creation of Purchase Commitment during Purchase Requisition or Purchase Order entry.	
	▪ The system should have availability of an online approval mechanism for expenditure sanctions of all types of requests through estimation sheets for a schemes/works, purchase proposals; supply orders/work orders etc.	
	▪ The system should have the ability to restrict/display warning messages in case the budgetary limits are exceeded based on the configuration.	
	▪ The system should allow user to enter requisition details.	
	▪ The system should allow user to searching on from date, to date, order number, department, budget head and status.	
	▪ The system should allow user to authorize the requisition of source department.	
	▪ The system should have real time data integration of payment / expenditure and budgetary figure.	
AC 28	Work Order Entry	
	▪ The system should allow user to enter Work Order entry against works / supply.	
	▪ The system should have the ability to perform administrative approval / dis-approval of works linked to budget availability.	
	▪ The system should have the ability to restrict / display	

Sr. No.	Requirement Description	Compliant (Yes / No)
	warning messages in case the budgetary limits are exceeded based on the configuration.	
	▪ The system should have Add, Reset, Save, Edit, and Search provision.	
	▪ The system should have facility to search the Work Orders based on Work Order number, Work Order award date, Vendor Name, Department, Expenditure head and Work Order amount range.	
AC 29	Bills / Invoices Entry	
	▪ The system should have the ability to entry details of invoice bills.	
	▪ The system should have the ability to record / modify raised invoices before authorization.	
	▪ The system should have the ability to restrict / display warning messages in case the budgetary limits are exceeded based on the configuration.	
	▪ The system should have the ability to approve bills / vouchers based on workflow.	
	▪ The system should book the liability on entry of these amounts and an appropriate entry should be made based on double entry accrual based accounting principles.	
	▪ The system should have ability to prompt/automatically deduct all deductible charges such as TDS, works contract tax, surcharge on these taxes at the time of vendor bill processing.	
	▪ The system should have Ability to automatically account for all these deductions based on pre-determined criteria.	
	▪ The system should have the facility for calculation of tax deducted at source.	
	▪ The system should facilitate to view the bill raised by vendor and should able to link bill details with Purchase/ work order.	
	▪ The system should have ability to block certain vendor's invoices so that they cannot be paid unless cleared by appropriate authority.	
	▪ The system should have the ability to generate report on comparison between actual and estimated cost/expenditures.	
	▪ The system should facilitate the user to view the status of bill raised or claim submitted.	

Sr. No.	Requirement Description	Compliant (Yes / No)
	▪ The system has a feature of capturing all billing details for the concerned work, expenditure heads of payment, total deductions and net payment.	
	▪ The system should return and highlight the field, which have inconsistencies / error for user to rectify the error.	
	▪ The system should have flexibility to process payment of all invoices at one go, however, strictly on due date basis.	
	▪ The form should have Add, Reset, Edit, View, Save, Print and Search buttons.	
	▪ The system should notify the user about any conflict in the current configuration.	
	▪ The system should notify the user when no matching product is found on the search.	
	▪ The system should facilitate to search bills or claims on basis of Bill Type, Bill number, Bill date, Vendor Name and Department.	
	▪ The system should have ability to track duplicate invoice based on vendor and invoice number.	
	▪ The system should provide the functionality to user to make modification in the rejected bill entry and resubmit or raise a fresh new bill entry.	
	▪ The system should record whether the bill being paid is the first bill, running bill or the final bill payment.	
	▪ The system should able to appropriate classification in terms of both expenditure head and the period in which the expenditure has been accounted with reference to the nature of the bill and the date of the bill respectively.	
	▪ The system should allow user to print payment order optionally.	
	▪ The system should generate notifications for the contractor (through SMS / email / voice message etc.) at each of the defined stages.	
	▪ The system should have direct integration with Deposit master.	
	▪ The system should allow user to select unpaid deposits against deposit refund bill entry.	
	▪ The system should have multi session interface.	
AC 29	Cheque Book Entry	
	▪ The system should have the ability to maintain the chequebook details.	

Sr. No.	Requirement Description	Compliant (Yes / No)
	▪ The system should have facility to capture Chequebook leaf details bank wise as well as account wise within same bank. ▪ The system should able to capture cheque number details ("from" and "To" cheque no.), Employee name, Issuer name, and No. of leaves in Cheque book. ▪ The system should be able to provide Create, Save, Reset, Search and Edit buttons on entry form. ▪ The system should allow user to search chequebook details based on Bank Accounts (Which have chequebook entry.)	
AC 30	Cheque Book Utilization	
	▪ The system should have facility for track check details. ▪ The system should allow user to Search, View, and Reset.	
AC 31	Bills Payment Entry	
	▪ The system should allow disbursement of payments (salary, contractors / suppliers, administrative expenses, PF, profession tax, etc.) ▪ The system should have the ability to facilitate Loan & Advance Instalment Payments. ▪ The system should have the ability to authorize / approve the payment through workflow optionally. ▪ The system should have the ability to facilitate payment against invoices. ▪ The system should allow search on Payment No., Vendor name, Payment date, Payment amount, Bank A/c. optionally. ▪ The system should notify the user when no matching product is found on the search. ▪ The system should be able to check bank balance sufficiency before the payment voucher concurrence. ▪ The system should have the ability to restrict/display warning messages in case the budgetary limits are exceeded based on the configuration. ▪ The system should facilitate entry of the consolidated salary and statutory (PF, PT etc.) payment amounts for each department in the accounting. ▪ The system should have the ability to maintain Check details, Check Printing. ▪ The system should return and highlight the field, which	

Sr. No.	Requirement Description	Compliant (Yes / No)
	have inconsistencies / error for user to rectify the error.	
	▪ The system should have functionality for processing of payments for vendors with automatic vendor account posting.	
	▪ The system should allow payment for following scenarios: advance payment ad-hoc, Advance payment only against purchase orders, Payment against one or multiple invoices - matching amount, Payment against one or multiple invoices - partial amount, Payment against one or multiple invoices – ad-hoc amount.	
	▪ The system should validate that the entire dues recoverable including advance provided to supplier has been recovered before making the final payment to the supplier. Further, it should be ensured that only net amount has been paid to the Vendor	
	▪ The form should have Add, Reset, Edit, View, Save, Print and Search buttons.	
	▪ The system should allow printing of payment advice along with Cheque, which may be sent across to vendors along with their payment.	
	▪ The system should allow user to print payment voucher optionally.	
	▪ The system should record the payment details on the face of the bill as well as on the bills received register.	
	▪ At the time of making payment for running bill, the system should tag on the payment particulars of all earlier payments made against the same work order giving sequentially particulars of work completed, payments made, deductions effected and the security retained about the said work.	
	▪ System should have facility to send a SMS and email to the registered Vendor's mobile number / email id after the amount is credited along with the work name and amount credited.	
AC 32	Advance Management	
	▪ The system should have advances management functions, which covers opening receivables advances, regular / permanent advances, repayments and adjustments of advance.	
	▪ The system should have ability to capture and report	

Sr. No.	Requirement Description	Compliant (Yes / No)
	capital and revenue advances separately.	
	▪ The system should have ability to integration data between Advance master with Bill / Invoices Entry, Payments and Receipts interface.	
	▪ The form should have Create, Reset, Edit, View, Save, Print and Search buttons.	
	▪ The system should allow EDIT / UPDATE provision for records which are entered manually and which status is open.	
	▪ The system should allow receipt provision for records have receivable balance and status is open.	
	▪ The system should allow adjustment provision for records have receivable balance and status is open.	
	▪ The system should allow Payment Order provision for records have no balance and status is close.	
	▪ The system shall enable user to select multiple options on the screen to search i.e. Advance Number, Date, Amount and Name, Advance Type and Advance Status.	
	▪ The system should allow the user to enter all the invoices for advance received at the front desk from the contractor/supplier/service provider for advance payments.	
	▪ The system should allow user to make advance payment directly to the contractor's bank account.	
	▪ The system should provide details of the advances that have been paid till date to the contractor/supplier service provider before any new payments.	
	▪ The system should record in the advance register all details regarding the amount of advance given, the purpose of advance given, the person to whom it is given, etc.	
	▪ The system should account for recovery/adjustment of advance payment while making the next payments to the contractor.	
AC 33	Direct Payment Entry	
	▪ The system should allow user to enter payment entry (Direct) without billing / invoice entry.	
	▪ The system should be able to do the payment for all the recoveries that are deducted as part of the bills.	
	▪ The system should validate authorization (Maker –	

Sr. No.	Requirement Description	Compliant (Yes / No)
	Checker) concept.	
	▪ The system should have the ability to authorize/approve the payment through workflow optionally.	
	▪ The system should be able to handle statutory payments (PF etc.) for employee.	
	▪ The system should return and highlight the field, which have inconsistencies / error for user to rectify the error.	
	▪ The form should have Add, Reset, Edit, View, Save, Print and Search buttons.	
	▪ The system should notify the user about any conflict in the current configuration.	
	▪ The system should enable user to enter the search text on the screen.	
	▪ The system should notify the user when no matching product is found on the search.	
	▪ The system should allow search on Payment No., Payment date, Payment amount, bank account, and account head.	
	▪ The system should allow user to print payment report optionally.	
AC 34	TDS Payments	
	▪ The system should allow user to make TDS payment entry.	
	▪ The system should be able to do the payment for all the recoveries that are deducted as part of the bills.	
	▪ The system should validate authorization (Maker – Checker) concept.	
	▪ The system should have the ability to authorize/approve the payment through workflow.	
	▪ The system should return and highlight the field, which have inconsistencies / error for user to rectify the error.	
	▪ The system should allow direct payment transaction against TDS deductions and all statutory liabilities of government like Education Cess, Employee Guaranty Cess etc.	
	▪ The form should have Add, Reset, Edit, View, Save, Print and Search buttons.	
	▪ The system should notify the user about any conflict in the current configuration.	
	▪ The system should enable user to enter the search text on	

Sr. No.	Requirement Description	Compliant (Yes / No)
	the screen.	
	▪ The system should notify the user when no matching product is found on the search.	
	▪ The system should allow search on Payment No., Payment date, Payment amount, bank account, and TDS type.	
	▪ The system should allow user to print payment report optionally.	
	▪ The system should have ability to maintain TDS acknowledgement.	
	▪ The system should allow user to maintain TDS acknowledgement on quarterly basis.	
	▪ The system should allow user to entry of revised acknowledgement after original acknowledgement.	
	▪ The system should maintain acknowledgement date and unique transaction number.	
AC 35	ECS Payments	
	▪ The system should integrate ledger A/c with ECS Payment.	
	▪ The system must handle multiple modes of payment including electronic and must generate output as required by banks.	
	▪ The system should allow Online Disbursement System to transfer the bill amount to the contractor's bank account directly through direct debit facility (ECS, etc.).	
	▪ The system should allow Online Payment/remittance of Tax.	
AC 36	RTGS Payments	
	▪ The system should support RTGS mode of payment along with cash and cheque mode of payments.	
	▪ The system must handle multiple modes of payment including electronic and must generate output as required by banks.	
	▪ The system should have the ability to generate RTGS payment order.	
AC 37	Voucher Entry	
	▪ The system should provide functionality for manual voucher entries – Receipt Voucher, Contra Voucher, Journal Voucher and Payment voucher entry.	
	▪ The system should allow creation and posting of entries	

Sr. No.	Requirement Description	Compliant (Yes / No)
	online or in batches.	
	▪ The system should allow definition of recurring transactions and periodicity of recurrence.	
	▪ The system should Create these automatic transactions based on predefined criteria	
	▪ The system should return and highlight the field, which have inconsistencies / error for user to rectify the error.	
	▪ The form should have Create, Reset, Edit, View, Save, Print and Search buttons.	
	▪ The system should provide search button based on voucher number, date, amount and account head.	
	▪ The system should notify the user about any conflict in the current configuration.	
	▪ The system should enable user to enter the search text on the screen.	
	▪ The system should enable user to select multiple options on the screen to search.	
	▪ The system should display all the matching products based on the search.	
	▪ The system should display only 10 matching result on the current screen.	
	▪ The system should enable user to navigate between the search results.	
	▪ The system should notify the user when no matching product is found on the search.	
	▪ The system should validate authorization (Maker – Checker) concept.	
	▪ The system should print vouchers from the system before and after posting with the status shown separately.	
	▪ The system should update all budget, cash and bank balances after voucher entry through automate process.	
AC 38	Cheque Issuance Entry	
	▪ The System should have the ability to record Check Issuance Details.	
	▪ The system should ensure updating of cheque register on printing of Cheque as well as update the payment voucher with details of Cheque no.	
	▪ The system should return and highlight the field, which have inconsistencies / error for user to rectify the error.	
	▪ The system should have Add, Edit, Reset, Save, Print and	

Sr. No.	Requirement Description	Compliant (Yes / No)
	Search buttons.	
	▪ The system should allow user to update multiple payment cheque issuance date in single session.	
	▪ The system should allow user to skip (unselect) cheques while entering issuance date.	
	▪ The system should allow user to searching Payment - From Date, To Date, Payment Entry Number, Payment Entry Type, Vendor and Bank Account optionally.	
	▪ The system will generate save message after cheque issuance entry.	
AC 39	Stop Payment Order	
	▪ The system should have stop payment provision.	
	▪ The system should prepare a stop payment order in which details regarding the cheque No. name of the payee, reason for stopping the payment etc. should be recorded.	
	▪ The system should prepare a Journal voucher and pass necessary entry in the books of accounts to reverse the original payment entry.	
	▪ System should be able to provide facility to mark particular cheque for stop payment and also able to capture details related to Stop Payment for respective cheque.	
AC 40	Cancellation / Re-Issue of Cheques	
	▪ The system should have the ability to record cheque cancellation details.	
	▪ If a cheque is cancelled before the entry is made in the Bank Book, no further correction is required. However, if the entry for cheque has already been recorded in the Bank Book, the entry should be reversed.	
	▪ System should be able to provide facility to cancel the issued cheque against payment voucher and able to re-issue the new one against the same.	
	▪ When a signed cheque for which entry for payment has been recorded is cancelled, the entry for payment should be reversed.	
	▪ The system should return and highlight the field, which have inconsistencies / error for user to rectify the error.	
	▪ The system should have provision to record the reason for cancellation.	
	▪ System should be able to show all relevant information	

Sr. No.	Requirement Description	Compliant (Yes / No)
	related to Payment voucher, Vendor, Cheque details, and bank details etc. Here on this form system should be able to capture the new information. Following would be the expected Fields ▪ Reason for cancellation ▪ New cheque Details ▪ Cheque Number ▪ Cheque Date ▪ Bank name ▪ Bank account number ▪ System should be able to use above captured details in the form for cancellation cheque report. ▪ System should be able to provide search option to search required voucher details.	
AC 41	Bank Reconciliation	
	▪ The system should have bank reconciliation functionality. ▪ The system should maintain Bank Reconciliation Statement. ▪ The system should allow defining the criteria for bank reconciliation and carries out bank reconciliation based on pre-determined criteria. ▪ The system should provide functionality to provide a manual and automatic reconciliation process. ▪ The system should provide functionality for users to make correction during the reconciliation process. ▪ The system should allow uploading of bank statements into the system. ▪ The system should consider only such entries of Cheque / DD / Pay Order for which Deposit slip or Payment voucher is prepared. ▪ The system should be able to provide functionality to capture Clearance date, ▪ The system should provide facility to show BOTH or transaction entries for Receipt and Payment according to selected date range. ▪ The system should have EDIT, SAVE, RESET, SEARCH and BACK facility on transaction form.	
AC 42	Corrections & Reversal	
	▪ The system should allow user to reversal entry against Receipts, Deposit Slips, Bills and Payments.	

Sr. No.	Requirement Description	Compliant (Yes / No)
	▪ The system should allow user to searching transaction on transaction number, transaction date and transaction amount optionally. ▪ The system should have a facility to reverse transaction for current financial year only along with facility to capture Remark / Reason and approval details for deleting the receipt. ▪ The system should have Reconciliation entry reversal function. This form is used to reverse the wrongly entered bank reconciliation entry. ▪ The system should allow user to search deposit slip on Slip number, Slip date, Slip mode, Bank account, Instrument Number and Slip amount optionally. ▪ The system should have a facility to reverse bank reconciliation entry for current financial year only along with facility to capture Remark / Reason and approval details for reversal the deposit slip. ▪ The system should be able to reverse all the account entries related to bank balance.	
AC 43	Provision for uploading data of opening balance, etc.	
AC 44	Registers, Books of Accounts & Reports	
	▪ The system should have ability to generate analysis reports with user-defined parameters with flexible selection criteria and grouping options ▪ The system should allow user to view, print cash book report on daily basis ▪ The system should allow user to view, print Statement of Outstanding Liability for Expenses ▪ The system should allow user to view, print function-wise income subsidiary ledger ▪ The system should allow user to view, print function-wise expenditure subsidiary ledger ▪ The system should allow user to view, print the Trial Balance ▪ The system should allow user to view, print the Statement of Cash Flow ▪ The system should allow user to view, print the Balance Sheet ▪ The system should allow user to view, print the Income and Expenditure Statement	

Sr. No.	Requirement Description	Compliant (Yes / No)
	▪ The system should allow user to view, print the Special Funds Register	

Hr, Payroll and Pension Management

Sr. No.	Description	Compliant (Yes / No)
HR 1	▪ The system should have following defined masters. This is tentative masters, additional masters and sub masters are to be defined to ensure maximum configurability of the system. ▪ Location Master ▪ Department Master ▪ Calendar Year ▪ Holiday Master ▪ Cadre Master ▪ Reservation Master ▪ Sanction Post & Opening Balance Master ▪ Pay Band & Grade Pay Master ▪ Pay Scale Master ▪ Leave Master ▪ Loan Advance Configuration Master ▪ Employee Master ▪ Bank Master ▪ IT Section Master / Taxation Rules ▪ Allowance/Deduction Master	
HR 2	The system should have provision for adding online the sanctioned post for recruitment.	
HR 3	System should have facility to maintain Vacancy Computation details year wise and class wise.	
HR 4	Indent Should be classified in Sanctioned Post, Contractual Appointments, Outsourced Employees, and Daily Wages &Deputation Indent Post.	
HR 5	System Should have facility to store and Print the Job Advertisement Details	
HR 6	System should have provisions to Apply & receive the Job Application documents/information Online.	
HR 7	System should have facility to capture the Candidate details from Application.	
HR 8	System Should have facility to generate and Print the Admit Cards	
HR 9	System should have facility to capture the Candidate details from	

Sr. No.	Description	Compliant (Yes / No)
	final Merit List & Application Store (Roll No, Name, Post Address Grade Pay and Other Details).	
HR 10	System should have the facility to generate the offer letter	
HR 11	System should have facility to generate and print the selected candidate Joining Documents Details.	
HR 12	System should have facility to generate and print the Joining Letter along with the list of selected candidates	
HR 13	System should have facility to generate and print the list of selected Appointment Letter	
HR 14	System should have facility to generate and print the list of selected Appointment Documents	
HR 15	System should have facility for Addition, Modification, Cancel, and Search of Employee Details.	
HR 16	System should assign the unique ID to each Employee.	
HR 17	System should capture the Standard employee	
HR 18	System should have facility to assign the basic pay band & Grade Pay	
HR 19	System should have facility to add /Modify/Cancel and Search the Pay Fixation.	
HR 20	System should have facility to capture the Candidate details from Employee Data (Employee ID, Name, Post, Address, Grade and Other Details) & Pay Fixation	
HR 21	System should have the capability to manage the employee transfer.	
HR 22	System should have the capability to manage Annual Performance Assessment Report (APAR)	
HR 23	System should have facility to capture the Employee Feedback against the predefined Criteria / Points.	
HR 24	System should have the facility to manage the increments for the employees	
HR 25	System should have the facility to manage Modified Assured Career Program (MACP) for the employees	
HR 26	System should have the facility to manage Compassionate employment	
HR 27	System should have the facility to manage Employee Demotion/Reversal	
HR 28	System should have the facility to manage Employee Adhoc Promotion	

Sr. No.	Description	Compliant (Yes / No)
HR 29	System should have the facility to manage Employee Suspension	
HR 30	System should have the facility to manage Employee Separation	
HR 31	System should have the facility to manage Advance Request / Advance Adjustment for the employees	
HR 32	System should have the facility to manage the events for the employees	
HR 33	System should have the facility to manage the payments for the Utility Bills of the employees with auto deduction form salary	
HR 34	System should have the facility to manage Telephone Bills payment for the employees	
HR 35	System should have the facility to manage the Rent Payment of the employees	
HR 36	System should have the facility to manage the Reimbursement Request of the employees	
HR 37	System should have the facility to manage the Request for Higher Education by the employees	
HR 38	System should have the facility to process the request for NOC for Passport / Visa	
HR 39	System should have the facility to manage Asset Declaration process / Asset Purchase Request of the employees	
HR 40	System should have the facility to manage the advances and loans request by the employees for events like house construction, marriage, medical purpose, etc.	
HR 41	System should have the facility to manage the Request for Employment Outside Organization	
HR 42	System should have the facility to process the leave request and approval	
HR 43	System should have the facility to process the compensatory off request and approval	
HR 44	System should have the facility to manage the daily attendance of the employees	
HR 45	System should have the facility to manage the tour program and travel advances for the employees	
HR 46	System should have the facility to manage the festival advance request by the employees	
HR 47	System should have the facility to process the Employee complaint & Grievance	
HR 48	System should have the facility to generate Show Cause Notice	

Sr. No.	Description	Compliant (Yes / No)
HR 49	System should have the facility to generate Charge Sheet	
HR 50	System should have the facility to manage the Departmental Enquiry	
HR 51	System should have the facility to manage the penalty levied on the employees along with the details of the final penalty imposed	
HR 52	System should have provision for employees to appeal against any penalty	
HR 53	▪ System should have provision for Payment rules for department / location / personal level along with the following definitions ▪ Define Pay Code ▪ Define Deduction Code ▪ Define Basis Formula ▪ Define Reimbursement ▪ Define Benefit Code ▪ Define Loan and Advance ▪ Define Provision Master ▪ Define Perquisites Category ▪ Define Deduction Details ▪ Define Professional Tax Slabs ▪ Define TDS Calculation Slabs	
HR 54	System should generate & Print Employee Subscription details	
HR 55	System should have facility for managing Employee wise Loans & Recoveries details	
HR 56	System should have the functionalities for the Investment Declaration for Income Tax	
HR 57	▪ System should have the functionalities for the Monthly Payroll Processing considering the following parameters: ▪ Flexible periods for pay calculation ▪ Exception definition for salary processing for department / location / personal level ▪ Salary processing based on roles and responsibility assignments. ▪ Automatic calculation of deductions / earnings based on leave, bonus declaration, Loan, tax deductions, etc ▪ Rule based salary calculation in case of pay hikes / pay commissions with retrospective effect ▪ Classification of all salary elements as Earnings, Reimbursements, Deductions, Tax Deductions, PF, etc.	

Sr. No.	Description	Compliant (Yes / No)
	• Tax calculations as applicable • Periodic / specific deductions as applicable • Reprocessing of salary prior to authorization • Authorization of salary processing • System should have ability to pay an employee from more than one Department and split salary and benefits among Departments, including retirement benefits • System should have ability to report retirement deductions by employee. For Widow, Dependent, Old Age and Handicap Scheme, there must be provision to apply and approve it online. • System should have facility to automatically update the service book In case the leave is paid or unpaid along with salary details. • System should have facility for pint Salary Register details report.	
HR 58	System should have facility to manage the Employee wise PF Subscription details	
HR 59	System should have facility to add/modify /Search the Pension Detail for the employees	
HR 60	For pension matters the personnel management system and accounts must be integrated. There must be provision in system to route the pension application in the portal for approval.	
HR 61	System should have facility for Proper audit of reports to make pre audits regarding the pension and retirement benefit calculation.	
HR 62	System should have facility to generate and Print Pension Copy.	
HR 63	System should have the capability to generate the MIS reports and as per the finalized requirements	

Right To Information(RTI)

Sr. No.	Requirement Description	Compliant (Yes / No)
R1	System should provide the facility to define Workflow for RTI Application.	
R2	The system should have facility to send notification/ reminder to the concerned officer regarding the RTI received/pending via sms/mail.	
R3	The system should have facility to allow the PIO to place their response online as well as through departmental process.	

Sr. No.	Requirement Description	Compliant (Yes / No)
R4	System should have provision to generate Letter of Intent (LOI).	
R5	System should have provision to send intimation to the concerned citizen via SMS / Mail about availability of Documents/information.	
R6	The system should have ability / facility to escalate the request to the higher authorities in case it is not resolved within required timeframe.	
R7	The system should have the status as 'Approve' & 'Reject'. There should be provision to enter remarks if the application is being rejected.	
R8	The system should have provision to inform applicant about the status of the RTI application stage wise.	
R9	There should be provision for partial approval process as per the form F which would state a rejection remarks against requested information / Document.	
R10	There should be provision for partial approval process as per, form D which would state a rejection remarks against requested information/ Document.	
R11	System should have facility to transfer in case of RTI query to another officer in case of non-availability of PIO.	
R12	System should have provision to handle appeal process.	
R13	System should have provision to routing application to concerning appeal authority.	
R14	System should have facility to raise First Appeal.	
R15	System should have provision to assign the hearing date and record the hearing process.	
R16	System should have the provision to upload documents related to the hearing process, if any.	
R17	System should have provision to notify the result of the hearing process to the applicant and the PIO based on the decision.	
R18	The system should have the provision to print/ re- print the LOI by the ULB staff to whom the rights have been assigned.	
R19	System should have facility for registration of RTI application once the application received.	
R20	The system should have facility to assign the unique identification no against each RTI filed.	
R22	There should be provision for guidance/ guidelines while entering the application form.	
R23	There should be provision for mandatory document upload for	

Sr. No.	Requirement Description	Compliant (Yes / No)
	'BPL' applicant.	
R24	System should have provision to Apply online through web portal or through Defined Counters.	
R25	System should generate the registration slip, RTI Acknowledgement Slip.	
R26	System should have provision for Uploading scanned application and other details related to the RTI.	
R27	System should have provisions to deliver documents/information Online.	
R28	▪ System must capture following information related to RTI Applicant: ▪ RTI Application No. ▪ Application Date ▪ Type of Applicant ▪ Name of Applicant ▪ Mobile No. ▪ Email Id ▪ Type of poverty line of the applicant ▪ UID No., BPL Card Number ▪ Alert subscription type ▪ Address of Applicant ▪ Subject ▪ Information brief ▪ Media type ▪ Mode of delivery ▪ Upload Document	
R29	System should have provisions to accept payment online through web portal or offline through challan payable at Bank & ULB.	
R30	System should have provision to Generate Receipt Printing after collection by any mode.	
R31	System should have ability to collect Fees applicable for submitting RTI request if it is paid by Postal Order/ cash. The fee should be collected against challan at bank or challan at ULB.	
R32	The system should have the facility to verify the payment being made against the challan at Bank and challan at ULB. At the time of application submission, unless the payment is received against the challan, the RTI application should not be allowed to be processed. Also, after LOI generation, unless the payment is received against the LOI challan, the information is not to be provided to the applicant.	

Sr. No.	Requirement Description	Compliant (Yes / No)
R33	The system should have a provision such that after successful payment, transaction details should contain RTI application number.	
R34	System should have provision to accept payment against Letter of Intent (LOI).	
R35	System should have provision of generation of payment receipt to provide citizen against collected payment.	
R36	The System should have facility to apply for First Appeal based upon the RTI application filed earlier.	
R37	Facility to enter appeal description and uploading of document (if required)	
R38	The system should have facility to assign the unique identification no against each RTI Appeal filed.	
R39	System should have facility for Addition, Modification, Deletion, and Search of Charge Data as per information media.	
R40	System should able to Print list of various charges as per types and sub type of media information.	
R41	System should have facility to add charges type and subtype of media.	
R42	System should have facility to define charges as per Slab (data range) / Flat / Yearly / Lump Sum basis.	
R43	System should have facility to define basic application charges if any.	
R44	System should have facility to define various reasons for RTI application as defined in process.	
R45	System should have facility to add, modify, delete various Reasons applicable for RTI Application.	
R46	System should have facility to search, edit, delete and assign a PIO for the organization.	
R47	System should have the provision to define the tenure of such an employee.	
R48	System should have provision to search, edit, delete and assign an appellant authority for the organization.	
R49	System should have the provision to define the tenure of such an employee.	
R50	System should have facility to generate RTI Details Register on the basis data capture.	
R51	▪ System should allow user to generate RTI Register on the basis of following Inputs	

Sr. No.	Requirement Description	Compliant (Yes / No)
	▪ From Date ▪ To Date	
R52	▪ RTI Register should show following details ▪ RTI No. ▪ RTI Filed Date /Received date ▪ Media Requested Type /Subtype ▪ Description ▪ Response Give ▪ Response Date	
R53	System should have facility to generate report on the basis of Open and Close RTI application status.	
R54	System should provide facility to show Pendency report – i.e. view the number of RTI application pending for response, as on date.	
R55	System should have Integration and Interface with workflow management system/BPM	
R56	System should also generate File / Application Number, so that Responses also will be filed against one Number.	
R57	System should have interface with Mailing & Messaging System along with SMS application.	
R58	System should have facility to send the alerts through SMS and email for all services related to Right to Information module.	
R59	The system should have facility to send notification / email/ SMS/ letter to the applicant on resolution of the RTI filed.	
R60	System should have provision to send intimation to the concerned citizen via SMS / e-Mail about availability of documents/information	
R61	System should have provision to send SMS / Email about the filling of First Appeal, Hearing date.	
R62	System should have facility on Portal to show information about the Right to Information processes & documents required for the convenience of the citizen.	
R63	System should have facility to deliver the RTI request and other service online through web portal.	
R64	System should have facility to download required forms from web portal.	
R65	System should have facility for online payment for various services rendered through Right To Information Module.	
R66	System should have ability for Information asked under RTI will be scanned and uploaded on web-site.	

Sr. No.	Requirement Description	Compliant (Yes / No)
R67	The system should have facility to allow the applicant to track their RTI online through web portal.	
R68	System should have provisions to deliver documents/information Online.	
R69	System should have the facility to escalate the request to the appellate authority in case service requested by the citizen is not provided as per the citizen charter timeline.	

Store Management

Sr. No.	Requirement Description	Compliant (Yes / No)
S1	System should have facility for Addition, Modification, Deletion, and Search of Item Group Details.	
S2	System should have facility for Addition, Modification, Deletion, and Search of Unit of Measurement Details.	
S3	System should have facility for Addition, Modification, Deletion, and Search of Item Details.	
S4	System should have facility to classify item based on type , capital equipment and cost above (Defined Range).	
S5	System should have facility to Manage the Item using method (FIFO/LIFO/Not Stated)	
S6	System should have facility to Manage the Stock Level (Minimum, Maximum & Reorder Level)	
S7	System should have facility for Addition, Modification, Deletion, and Search of Vender Details.	
S8	System should have facility for Addition, Modification, Deletion, and Search of Bin Details.	
S9	System should have facility for Addition, Modification, Deletion, and Search Store Master.	
S10	System should have facility for Addition, Modification, Deletion, and Search of Location.	
S11	System should have facility to search the Item by Item Code & Name.	
S12	System should provide facility to display the Available Item Stock & Print the Stock Details.	
S13	System should provide facility to search item with store details.	
S14	System should have the facility to print all the available lists.	
S15	System should have facility to add/modify /Search / Cancel the Indent.	

Sr. No.	Requirement Description	Compliant (Yes / No)
S16	System should have facility for Raise the Indent from various Departments.	
S17	System should provide facility to raise request for multiple items in one Indent.	
S18	System should generate & Print Indent Copy.	
S19	▪ The system should capture the following details and store in the system: ▪ Indent Details, ▪ Indent Raised Department Employee Details, ▪ Item Details and	
S20	System should not allow deleting the Indent.	
S21	System should provide the list of indent received date wise	
S22	System should allow stores person to issue material as per intent received.	
S23	System should ensure that while issuance of material FIFO must be adhered to	
S24	System should have facility to flag a particular item from indent and issue other items as per request if that particular Item of indent not available.	
S25	System should provide facility to request particular item from other stores, if same is available at another Store.	
S26	▪ System should provide facility to grant the request or reject. ▪ If request rejected then system should intimate to requester via system, mail or SMS. ▪ If request is consider then system should allow transferring stock from one store to another via process of material transfer.	
S27	▪ System should provide facility to capture all materials received at stores. ▪ Unique number must be generated for Good Received Note Inspection ▪ System should provide facility to capture item wise Inspection details ▪ If rejected then rejection reason and quantity of same.	
S28	System should provide facility to return rejected Goods to vendor, for Rejected Quantities.	
S29	System should provide facility to generate Invoice for accepted	

Sr. No.	Requirement Description	Compliant (Yes / No)
	goods and should intimate same to accounts for release of payment.	
S30	▪ System should have facility to add/modify /Search /Cancel the Issue / Dispatch Note, as well as capture and store the following details in the system: ▪ Issue/Dispatch Details, ▪ Indent Raised Department Employee Details, ▪ Item Details and ▪ Cost Centre Details	
S31	▪ System should have facility to add/modify /Search /Cancel the Transfer Voucher, as well as capture and store the following details in the system: ▪ Transfer Voucher Details, ▪ Transfer Voucher Raised Department Employee Details, ▪ Item Details ▪ From Store Details ▪ To Store	
S32	▪ System should have facility to add/modify /Search /Cancel the Disposal of Dead Stock (Scrap Material), as well as capture and store the following details in the system: ▪ Disposal Note Details, ▪ Disposal Note Raised Department & Employee Details, ▪ Item Details ▪ From Store Details	
S33	System should Manage the material using first in first out method	
S34	System should not allow deleting the Issue /Dispatch Note, Transfer Voucher, Disposal Note.	
S35	System should have facility to generate Item Details Report.	
S36	▪ System should have facility to generate Material Consumption Report. ▪ Material-wise ▪ Department-wise	
S37	System should have facility to generate Disposal Note Report.	
S38	System should have facility to generate Material Inspection Detail Report.	
S39	System should have facility to generate the Un-used material report.	

Sr. No.	Requirement Description	Compliant (Yes / No)
S40	System should have facility to generate the Goods rejection / Return Detail report.	
S41	System should have facility to enter Item wise Opening Balance and their location of storage (bin).	
S42	System should have facility to pop up Message for Team Minimum Level, Reorder Level	
S43	System should have facility pop up Reminder to User in case of delay in Item delivery from Vendor	
S44	System must have Facility of upload the Item Master.	
S45	System should have Integration and Interface with workflow management System/ Business Process management(BPM).	
S46	System should have provision for integration with Procurement Module. Purchase order needs to link with Good receipt and subsequently with Accounts module.	
S47	System should have interface with Mailing & Messaging System along with SMS application.	
S48	System should have facility to show the item wise stock and their valuation.	

Audit

Sr. No.	Requirement Description	Compliant (Yes / No)
AU 1	▪ System should have facility to define various audit type categories like ▪ Inspection of Contractor & Supplier Bills ▪ Inspection of Other Bills like Telephone Bills ▪ Inspection of Advance Adjustment proposals, Tender Audit, etc.	
AU 2	System should have the facility to define the HOD of a department, from the context of audit to be conducted.	
AU 3	System should have facility to define planning and schedule for the audit of Departments for Pre audit / Post-Audit and Inspection of Contractor & Supplier Bills, Inspection of Other Bills like Telephone Bills, Inspection of Advance Adjustment proposals.	
AU 4	System should have ability to plan and schedule as per type of audit category.	
AU 5	System should provide facility to capture Auditor and Auditee at the time of planning and scheduling.	
AU 6	System should have facility to generate Audit Memo (Notice / Intimation of Audit) in the name of HOD of respective	

Sr. No.	Requirement Description	Compliant (Yes / No)
	Department.	
AU 7	System should facilitate to generate Audit Report and note objections / findings during audit process	
AU 8	System should facilitate to enter and maintain the record of daily activities carried out by Auditor during audit period.	
AU 9	System should have facility to generate report based on selection criteria to view Margin Report entries	
AU 10	System should have facility to generate statutory reports to be submitted to Standing Committee such as Audit Para Status, Escalation Report, Exception Report (i.e. w.r.t. deletion of records, adjustment entries, etc.).	
AU 11	System should have facility to send the alerts through SMS and email for all processes related to Audit module	

Apna Mandi and Day Market

Sr. No.	Requirement Description	Compliant (Yes / No)
AM 1	Zone master	
	▪ System should have facility to insert data related to mandi zones. ▪ System should have facility to modify / delete data from the system as per the requirement. ▪ System should have facility to view/ print/ download the list of zones.	
AM 2	System should prompt for confirmation before deleting the data from the system.	
AM 3	System should prompt for confirmation after any changes made to the data before updating the record.	
AM 4	Apni Mandi master	
	▪ System should have facility to insert data related to mandi. ▪ System should have facility to modify / delete data from the system as per the requirement. ▪ System should have facility to view/ print/ download the list of mandies.	
AM 5	System should provide facility to insert /update / delete data related to charges collected from contractor.	
AM 6	System should have facility to insert /update / delete data related to charges collected mandi wise.	

Sr. No.	Requirement Description	Compliant (Yes / No)
AM 7	System should log all the changes made to the data.	
AM 8	System should have facility to generate reports related to charges collected zone wise and expected and actual collection report.	
AM 9	System should have facility to send the reminder to the contractor through SMS and email.	

Sports and Cultural Program

Sr. No.	Requirement Description	Compliant (Yes / No)
SC 1	System should have facility to create/ update / delete the template for invitation.	
SC 2	System should have facility to create the invitation or select the template.	
SC 3	System should have facility to send the invitation to more than one person at a time through SMS and email.	
SC4	System should have facility to generate budget for the cultural program and get its approval from the higher officer(s).	
SC5	Integration with Workflow/Business Process management System.	

Public Relation Department

Sr. No.	Requirement Description	Compliant (Yes / No)
PR 1	System should provide the facility to create/ update / delete the template for invitation.	
PR 2	System should provide the facility to create the invitation or select the template.	
PR 3	System should have facility to send the invitation to more than one person at a time through SMS and email.	
PR 4	System should have to upload the document.	
PR 5	System should have facility to create / update / delete / view data.	
PR 6	Media master	
	▪ System should provide the facility to insert/ view/ update/ delete data. ▪ System should have facility to view / print / download list of media reporters.	
PR 7	System should provide have facility to view the details of send invitations.	
PR8	Integration with Workflow/Business Process management System	

Legal Branch

Sr. No.	Requirement Description	Complaint (Yes / No)
LB 1	System should have facility to create / update / delete details of the case.	
LB 2	System should have facility to send the alerts through SMS and email.	
LB 3	Advocate Master	
	- System should provide the facility to insert/ view/ update/ delete details of advocates. - System should have facility to view / print / download details list of advocates.	
LB 4	Case Master	
	- System should provide the facility to insert/ view/ update/ delete case data. - System should have facility to view / print / download details of case.	
LB 5	System should have facility to view / download attachment.	
LB 6	System should have roles based access to the information.	
LB 7	System should have facility to send documents to any department.	

Agenda Branch

Sr. No.	Requirement Description	Compliant (Yes / No)
AB 1	Mayor Master	
	- System should have facility to create / update / delete details : - Name of nominated candidates - Number of votes per candidate. - Winning Margin - System should have facility to view / print / download nominated candidates. - System should have facility to search any candidate.	
AB 2	Committee master	
	- System should maintain all the details of committee members. - System should provide facility to search any member detail.	

Sr. No.	Requirement Description	Compliant (Yes / No)
	▪ System should have facility to view / print / download members details.	
AB 3	councillor master	
	▪ System should maintain all the details of candidate. ▪ System should provide facility to search candidate details. ▪ System should have facility to view / print / download candidate details.	
AB 4	System should have facility to create / update / view / delete minutes of meetings.	
AB 5	System should have facility to upload the file.	
AB 6	System should have facility to add / update / view / delete committee members	
AB 7	System should provide facility to send request to the any department of municipal	
AB 8	System should provide a facility to send response to the request by uploading the file.	
AB 9	System should have facility to send file using the system.	
AB 10	System should log all the changes made in the system.	

National Urban Livelihood Mission

Sr. No.	Requirement Description	Compliant (Yes / No)
NULM 1	System should have facility to create/view/update details of the services comes under NULM.	
NULM 2	System should have master for Beneficiary Group.	
NULM 3	System should have master for Skill Development.	
NULM 4	System should have facility to upload document.	
NULM 5	System should have facility to update / view / create details.	
NULM 6	System should have facility to send notification through sms/email.	
NULM 7	System should have facility to check applicant, if he/she falls under the beneficiary group to avail the NULM schemes services.	
NULM 8	System should have facility to generate MIS reports like loan applicant , under training applicant etc.	
NULM 9	System should have Dashboard as per the requirement	

Work Management System

Sr. No.	Requirement Description	Compliant (Yes / No)
WMS 1	System should have role based access. Facility to create department wise new work orders.	
WMS 2	Facility to update existing work orders. System should have facility to update the status of the work orders from pending to ongoing, ongoing to completed etc.	
WMS 3	System should have facility to add ongoing projects to system, along with assigning responsible.	
WMS 4	Photographs of the ongoing development works can be uploaded. GPS coordinate tagging of actual project site. System shall be integrated with GIS.	
WMS 5	Pre schedule work will be auto assigned to authority on completion of previous scheduled work.	
WMS 6	System will manage the workflow of the project execution	
WMS 7	System should have facility to put project details in public domain for common public to know the development work in their area and status thereof.	
WMS 8	- MIS reports as per requirements. Few of them are as given below but not limited to - Facility to view list of orders at zone level, subzone level and ward level. - Facility for Excel Export of data. - Facility of sorting according to Zone, Sub Zone, Ward, Status, Head, Category, Department, Work Name, Work Type, Work Location, Estimated Cost, Tendered Cost, Agency Work Order, Date, Time Limit - Physical Progress, Bill Prepared, Payment made, Liability - Facility to see summary of work orders department wise, zone wise, subzone wise and ward wise. - Facility to see summary of all work orders at Corporation Level.	▪
WMS 9	System should have Dashboard as per the requirement	
WMS 10	System should have integration with Workflow Management system/ Buisness Process Management System (BPM).	

Dashboard

Sr. No.	Requirement Description	Compliant (Yes / No)

D1	Ability to provide a snapshot of Key Performance Indicators across Revenue, Expense, Citizen Services modules; Detailed & interactive charts & graphs .The City level Dashboard will enable Municipal Executives to make decisions based on the dashboards	
D2	The Dashboard should have facility to generate graphs, pie-Charts, Bar Charts, etc.	
D3	The dashboard shall have provision of monitoring service level agreement.	
D4	The critical parameters for the following systems is expected to be tracked in the Dashboard: -All services mentioned in this RFP. **Note: Dashboard shall be required for all services as per the requirement of the CSCL. During requirement gathering & gap analysis phase, SI will get the design approval for the dashboard from CSCL.**	
D5	The system should be able to provide real-time data into the above systems.	
D6	The Dashboard should have the capability to integrate with the GIS data to visualize Ward level information on a GIS Map.	
D7	The Dashboard should have capability for providing Project Status; Property and water revenue, connections, defaulter's etc.	
D8	The system should have an ability to drill down to individual transactions. The views and data required for Dashboard will be different for different levels	
D9	The system should have the ability to compare Year on Year performance of the municipality on various parameters like Tax Revenues, Trade license Revenues etc.	
D10	The users should be able to access the dashboard in tablets/laptops/desktops	

Automated Approval of Building Plan / Drawings

Sr. No.	Requirement Description	Compliant (Yes / No)
BP1	The drawings in .dwg file format or other widely accepted formats to be mapped and evaluated against the prevailing Building bye laws, DCR and other norms as prevalent to the Chandigarh. System will produce scrutiny reports based on the above mentioned laws and DCRs as prevalent to Chandigarh. This will minimize occurrence of manual errors during scrutiny.	
BP2	An automated solution shall associate documental data with Building drawings for automatic scrutiny of building proposal by reading .dwg file or other widely accepted format drawings. It shall automate the lengthy and cumbersome manual process of checking the development regulations, thus reducing paper work, valuable time and effort of MCC, UT Administration, CHB and other stakeholders of this system.	
BP3	A computerized and automated scrutiny report indicating the required/permissible parameters and the proposed parameters is to be tabled including status of each rule whether passed or failed.	
BP4	There should be system generated list highlighting the points on which the plan is failing, thereby enabling all authorities to prepare objection list and inform the applicant to take necessary actions. The applicant will be informed by email/SMS and through the web portal at each step of approval.	
BP5	The acknowledgment letters, approval letters, deviation or the rejection letters etc. should be system generated.	
BP6	System should address automated building scrutiny of preformatted .dwg file or other widely accepted format drawings along with Building plan approval process management in an integrated manner.	
BP7	System should Auto-Detect structures in the drawing based on usage (e.g. Residential, Commercial or Residential- Commercial Mixed) and also auto detection of high-rise buildings or low-rise buildings. This detection should be in accordance with color codes or any other	

	appropriate way to identify the various land uses. For example: yellow for residential, blue for commercial etc.	
BP8	The System should define the color coding table for the layers that have to be followed in the drawings/document being submitted.	
BP9	System should Auto generate Floor Area Ratio(FAR), Area statement and Schedule of opening by reading preformatted .dwg file or other widely accepted format drawings.	
BP10	System should Auto-generate of plot area & plot area calculation for cross verification with system entered value by triangulation.	
BP11	System should Auto hatch particular objects as per building control rules.	
BP12	System should Auto detect site margins and verification of coverage area.	
BP13	System should Auto-generate failed entity report and marking the same on the drawing	
BP14	System should make Plotting of drawing submitted by Architect and processed through software in non-editable format.	
BP15	The information of the pending application at each stage shall be available through the system to the stakeholders.	
BP16	The system should guide the applicant about the regulations and generate scrutiny report.	
BP17	It should ensure an easier integration of 3rd Party Applications using web services or APIs.	
BP18	The solution should manage the content lifecycle (drawings, certificates, note sheets etc.) related to each proposal so as to maintain complete traceability	
BP19	The solution should manage the content lifecycle (drawings, certificates, note sheets etc.) related to each proposal so as to maintain complete traceability	
BP20	System should be integrated with workflow management system (as defined in RFP "Selection of System Integrator for implementation of e-Governance Services for Chandigarh Smart City").	
BP21	System should have facility to set the different workflow or Same workflow approval levels for MCC, CHB, UT	

	administration and any other Stakeholder(s) as per the requirements of CSCL.	
BP22	It will also help in attaining the e-Governance by supplying all electronic versions of the documents and in standardizing the building drawing plan process.	
BP23	The same system i.e. Automated Approval of Building Plan System can be used for any other stakeholder apart from MCC, CHB, UT administration as and when required by CSCL, SI will make provision for the same.	
BP24	The system will facilitate communication to applicants and officials via E-Mail, SMS and Notifications at each step. This step may be approval, rejection or any other information related to building plan application.	
BP25	System should allow online registration of Architect (registered/empanelled by COA/UT Administration), all the architect shall be authenticated using API on the basis of their enrolled ID while registration. Minimum fields required but not limited to for the registration are • Architects enrolled ID • Name • Address • Contact Number • Email ID • Corporate Information • Certificate from Council of Architecture (COA)/Empanelled with UT Administration".	
BP26	System should be capable enough to compare approved building plan with actual building plan and System should calculate penalties/ compounding for any deviation resulting from changings in approved building plan/violation.	
BP27	The System should be integrated with property tax system.	
BP28	The System should be capable enough to check the Building plan as per the present and past DCRs, Building bylaws of Chandigarh.	
BP29	The System should also map the DCR and Building bye laws with previously approved plan and validate it.	
BP30	SI should provide help desk for building plan approval service with two resources.	

6.3 Hybrid Mobile application

- With rapidly increasing levels of mobile penetration and continuous improvement in bandwidth, and requirements of accessibility and citizen convenience, it has been envisaged to offer more and more services over mobile devices. The SI must build strong interfaces, technologies, applications etc. for mobile devices. In order to maximize citizen convenience and bring about business process improvements, the SI must continuously innovate, upgrade and incorporate such new technologies that emerge. It is also assumed that SI would attempt to include as many services over mobile devices as possible, beyond the ones explicitly mentioned in this document.
- The CSCL web portal shall be accessible to the users/citizen through the mobile application as well as on web browsers. It is also required that web portal can be easily accessed through mobile browsers. Mobile app should be available on Google Play Store and Apple App Store etc. free of cost.
- The mobile application must be based on latest Wireless Access Protocol (WAP) technology. A mobile application should normally be structured as a multi-layered application consisting of user experience, business, and data layers.
- All the important features and functionalities envisaged in web portal shall be available through the mobile application.
- The mobile application should be designed in such a manner that it should address the following key issues:
  - Authentication and Authorization
  - **Caching:** Caching unnecessary data on a device that has limited resources
  - **Communication:** Failing to protect sensitive data over any carrier OR Data should be in encrypted form
  - **Data Access:** Failing to implement data-access mechanisms that work with intermittent connectivity.

6.3.1 Salient features

Various features envisaged for the proposed e-governance system in Authority, are being elaborated here:

Architecture

- Centralized Server Architecture (n-tier architecture with web enabled user interface)
- The presentation logic should be decoupled from the business components logic
- Data access layer should be on RDBMS platform. Backend RDBMS should be of latest proven version of leading RDBMS.
- Single Database (No Heterogeneous Database to be allowed as part of the proposed solution

User Interfaces

- The solution proposed should be Unicode Compliant. Authority envisages requirement for both English and Hindi for data entry, display, input and output.
- Citizen will have Single sign-on feature for Citizen centric services and smart solutions. Back office user will have single sign on feature for Citizen centric services, smart solutions and internal services based on their departmental roles.
- Any data entry needs to be carried out only once and further it should be made available as often as necessary to all the system by providing pre-fill feature based on the user register mobile number. To avail pre fill feature user need to provide mobile number, an OTP shall be

generated and send to the provided number and on providing the correct OTP, user form shall be filled automatically.

- All modules should be homogeneous with respect to keyboard use, screen layout and menu operation with graphic user interface support.
- GUI form administration should support:
  - Changing fields or tab labels
  - Hiding fields or tabs.
  - Changing the position or size of field or labels.
  - Adding restriction like mandatory or not
  - Setting default value in a field
  - Changing list of value contents OR Changing/adding/deleting values of dropdown.
  - Capability to setup logic to trap conditions to pop messages in response to conditions like logical data entry errors, Certain conditions etc.
  - Disparate information can be consolidated from a number of systems as required to produce reports and carry out ad hoc analysis and reporting.

Access & Data Security

- Role based authentication for accessing various functionalities of different modules with encrypted passwords. Access Rights can be given to Individual Users or Groups.
- System administrator would have all the rights to allow, deny and provide access rights for specific information for users at his discretion.
- Flexibility to define separate Role and Designation to the users. Upon transfers of officers / employees, applications / letters / complaints pending with the employee shall remain to the role and new employee will be able to take action on these applications / letters / complaints.
- User rights to various forms should be Create New Record, View existing Record or Edit existing record.
- System should be able to generate exceptions to detect frauds / mistakes.
- An audit trail of changes to data in the system should be maintained to identify the users responsible for the modification. There should be a facility to create reports on audit logs Information Security i.e. Integrity, Confidentiality & Availability of data to be maintained.
- SI would have to implement Intrusion Prevention Systems (IPS) at all the critical network points, both internal and external, for monitoring and addressing the unauthorized access attempts and the malicious activities in the network.

Scalability

- System should be built using Service oriented, Open Architecture.
- It should be possible to add more fields to the data input screens for capturing additional business specific information without appending source code for that application/module. (for COTS modules / Bespoke development environment).
- Capability to modify existing forms to suit the requirements without requiring additional development tools.

Citizen Interface features

- The proposed system is expected to establish an extremely efficient citizen interface. The focus has to be on maximizing the citizen convenience in availing various services of Authority and

obtaining them at ease and with certainty. Certain design features with reference to Citizen Interface are described below:

- Simplification of the Application Forms: Application forms for all the citizen services should be simplified and have a common design. These application forms should be available on Authority Web Portal for citizens to fill them up and submit electronically. (Reference No. needs to be issued to the citizens after submission of the filled forms online to the concerned department official for future use)
- Multiple Channels for Service Delivery: Citizens should be able to avail various Authority services through multiple channels as listed below:
    - Online Portal
    - Mobile Apps
    - ULB Counter

Integrated Application Software

- Authority intends to implement a holistic and an integrated e-Governance system. Different modules need to be seamlessly integrated with each other so that the data duplication can be avoided. This would help Authority to build a strong base for effective and efficient decision support system.
- The solution should have following functionalities: SMS Gateway Integration, e-mail server integration, Dashboards for Senior Management and Regular MIS Reports.
- It is envisaged that GIS and the proposed e-Governance systems should work in an integrated fashion to allow Authority to extract maximum benefits from the system.

Integration with smart solutions:

The below mentioned requirement are indicative, detailed requirements shall be finalized during the design stage.

Sr. No.	List of Services	Brief of Scope for Integration
1	Smart Parking	Relevant Information available from Central Applications of the Existing, Planned and upcoming Parking Solutions shall be reflected on Web portal and Mobile apps. Features like – available and non-available parking lots, Parking lot advance booking, promotional schemes etc. can be made available depending upon data provided from the respective system integrator.
2	Public Bike Sharing	Relevant Information available from Central Applications of the Existing, Planned and upcoming Parking Solutions shall be reflected on Web portal and Mobile apps. Features like – available Cycles/docking slots.
3	Integration with Intelligent Transportation System (ITS) of Chandigarh Transport Undertaking(CTU)	Relevant Information available from Central Applications of the Existing on various parameters but not limited to, real time location status of buses, Fare details, Static Schedule, route changes, Smart card details/ passes as well as other parameters etc.

4	Integration with Intermediate Public Transport (IPT) Services	Relevant Information available from Central Applications of the Existing on various parameters but not limited to real time location of IPT, Fare Scheme etc. MSI Shall provide journey planning facility including public and intermediate public modes of transport for the citizen of Chandigarh. Details of the same can be finalized during the design stage.
5	Integration with Environmental Sensors	Relevant Information available from Central Applications of the Existing, Planned and upcoming Environmental sensors. MSI Shall provide the relevant information to citizens related to environment.
6	Integration with Citizen services of UT administration	Web and Data integration with Central system of citizen services managed by UT administration All the information received from the application will also go into the Analytical layer which will help city in better planning and running of operations.
7	Future Integrations	Any new IT/ICT initiative of Chandigarh Government shall be integrated with CSCL Web portal as well as with CSCL Mobile Apps during the contract period. Citizen services identified by authority currently provided by SPIC partially or fully (Society for Promotion of IT in Chandigarh) shall be integrated with the CSCL web portal. Different systems once integrated shall be synchronized.

6.3.2   General features and requirements

- Web Portal shall be able to display navigation, breadcrumbs and sitemaps.
- Mobile application shall have feedback facility and a quick way to report bugs.
- Dashboard of mobile application and web portal shall be user friendly, interactive and provide the current information about the city for example air condition, weather condition etc.
- Web portal shall be built in responsive design capabilities.
- The portal/mobile application should have built-in search tool providing smart search. Portal visitors should be able to quickly and easily find the appropriate information on the portal in the context of portal. The search functionality should support content search with features like auto-completion, partial words and phrases, and Boolean search.
- Mobile application shall have facility of link sharing with fellow citizens.
- User registration, management, and login features shall be similar to web portal.
- The application/web portal should support multi-lingual functionality.
- The system shall be designed in such a way so as to ensure that the loss of data is minimized due to network 'drop outs'. Automatic refreshing of data at specified time intervals. The information shall be refreshed from the database and shall not require user intervention.
- The critical data and the related documents stored in the portal database should be stored in encrypted format.
- The solution should be able to store and display registered user's last login, location, IP address, time, and date.

- Web portal should also support latest security certificates like SSL 3.0. If required, portal should have the ability for integration with any active directory server (supporting LDAP Lightweight directory access protocol).
- Password should not be hardcoded in any web portal configuration files or stored in plain text. Passwords should be properly hashed and salted to reduce the effectiveness of password cracking.
- Logging to be enabled for Web Server / DB Server.
- Web portal should be running on SSL i.e. http request should automatically get redirected to https.
- Web Portal should be IPv6 compliant.
- Push notifications to users with ability for the user to Accept / Decline receiving these notifications; Turn notifications On / Off.
- The mobile apps need to alert the user to download the latest version, which ever available and if required prompt for compulsory upgrade.
- Mobile app should open and function properly with low bandwidth.

6.3.3 Database Licenses

SI shall provide open sourced RDBMS (enterprise/full version), however SI may provide the Licensed RDBMS (enterprise/full version) as per their solution and shall pay the licence cost. Database shall be compliant to all standard industry norms for performance, data security, authentication and it shall be exportable in to XML.

6.4 Cloud Services

The minimum cloud requirements are mentioned here but SI is free to add few for the better results (performance of application, storage, security etc.). The Minimum requirement for the Cloud services are mentioned below: -

Regulatory Requirements			
Sr. No.	**Requirement**	**Description**	**Compliant (Yes / No)**
1.	DC and DR locations should be in India	• Cloud provider should offer cloud services from within India. • DC and DR should be in different seismic zone.	
2.	Maintain and ensure data locality	Cloud provider should ensure that customer data resides only in the region they specify.	
3.	Protect your applications from the failure of a single location	Cloud provider should offer data centers engineered to be isolated from failures in other data centers, and to provide inexpensive, low- latency network connectivity to other data centers in the same region.	
4.	Standards & certificate	CSP Should Conform to at least Tier III standard, certified under TIA 942 or Uptime Institute certifications by a 3rd party.	
5.	CSP requirement	The CSP shall be MeitY empaneled & STQC audited as per Ministry of Electronics and Information Technology (MeitY) as on bid	

		submission date for public cloud or government community cloud.	
Compute			
6.	Compute instances – Burstable performance	Cloud provider should offer instances that provide a baseline level of CPU performance with the ability to burst above the baseline.	
7.	Resize virtual cores, memory, storage seamlessly	Customer must be able to specify and modify server configuration (CPU, memory, storage) parameters seamlessly.	
8.	Local disk/Instance store	Cloud service should support local storage for compute instances to be used for temporary storage of information that changes frequently.	
9.	Provision multiple concurrent instances	Cloud service must offer self-service provisioning of multiple instances concurrently either through a programmatic interface (API/CLI) or through a management console.	
10.	Auto Scaling support	Cloud service should be able to automatically increase the number of resources during demand spikes to maintain performance and decrease capacity during lulls to reduce costs.	
11.	Bring your own image/Instance Import	Customer should be able to import their existing image and save it as a new, privately available image that can then be used to provision instances in the future.	
12.	Export Instance Image	Cloud service must support the ability to take an existing running instance or a copy of an instance and export the instance into a VMDK or VHD image format.	
13.	Instance failure recovery	Cloud service must be architected in such a way to automatically restart instances on a healthy host if the original physical host fails.	
14.	Instance restart flexibility	Cloud provider must be able to schedule events for customer's instances, such as a reboot, stop/start, or retirement. Depending on the event, customer might be able to take action to control the timing of the event.	
15.	Support for Docker containers	Cloud service should support containers, including Docker and/or other containerization platforms.	
16.	Highly scalable, high performance container management service	Cloud provider should offer a highly scalable, high performance container management service.	

17.	Event-driven computing that runs code in response to events	Cloud service should be able to run customer code in response to events and automatically manage the compute resources.	
18.	Pay-as-you-go pricing	Cloud provider should offer a simple pay-as-you-go pricing where customers can pay for compute capacity by the seconds with no long-term commitments.	
Networking			
19.	Multiple network interface/instance	Cloud service should be able to support multiple (primary and additional) network interfaces.	
20.	Multiple IP addresses /instance	Cloud service should be able to support multiple IP addresses per instance. Use cases include hosting multiple web portals on a single server and network appliances (such as load balancers) that have multiple private IP addresses for each network interface.	
21.	Ability to move network interfaces and IPs between instances	Cloud service should support the ability to create a network interface, attach it to an instance, detach it from an instance, and attach it to another instance.	
22.	Network traffic logging - Log traffic flows at network interfaces	Cloud service should support capturing information about the IP traffic going to and from network interfaces.	
23.	Auto-assigned public IP addresses	Cloud service should be able to automatically assign a public IP to the instances.	
24.	IP Protocol support	Cloud service should be able to support multiple IP protocols, including TCP, UDP, and ICMP protocols.	
25.	Static public IP addresses	Cloud provider must support IP addresses associated with a customer account, not a particular instance. The IP address should remain associated with the account until released explicitly.	
26.	Subnets within private network	Customer should be able to create one or more subnets within private network with a single Classless Inter-Domain Routing (CIDR) block.	
27.	Subnet level filtering (Network ACLs)	Cloud service should support subnet level filtering – Network ACLs that act as a firewall for associated subnets, controlling both inbound and outbound	

		traffic at the subnet level.	
28.	Ingress filtering	Cloud service should support adding or removing rules applicable to inbound traffic (ingress) to instances.	
29.	Egress filtering	Cloud service should support adding or removing rules applicable to outbound traffic (egress) originating from instances.	
30.	Disable source/destination checks on interfaces	Cloud service should support the ability to disable source/destination check on network interfaces. By default, compute instances perform source/destination checks.	
31.	Configure proxy server (NAT instance) at network level	Cloud service should support NAT instances that can route traffic from internal-only instances to the Internet.	
32.	Multiple VPN Connections per Virtual Network	Cloud service should support creating multiple VPN connections per virtual network	
33.	DNS based global load balancing	Cloud service should support Load balancing of instances across multiple virtual machines.	
34.	Load balancing supports multiple routing methods	Cloud service should support multiple routing mechanism including round-robin, failover, sticky session etc.	
35.	Front-end Load Balancer	Cloud service should support a front-end load balancer that takes requests from clients over the Internet and distributes them across the instances that are registered with the load balancer.	
36.	Back-end Load Balancer	Cloud service should support an internal load balancer that routes traffic to instances within private subnets.	
37.	Health checks - monitor the health and performance of application	Cloud service should support health checks to monitor the health and performance of resources.	
38.	Integration with Load Balancer	Cloud service should support integration with load balancer.	
39.	Low Latency	The CSP should be able to provide a 10GB network connectivity between the servers if required.	
Storage – Block Storage			
40.	Support for storage allocated as local disk to a single VM	Cloud provider should offer persistent block level storage volumes for use with compute instances.	

41.	Storage volumes > 4 TB	Cloud provider should offer block storage volumes greater than 4 TB in size.	
42.	SSD backed storage media	Cloud service should support solid state drive (SSD) backed storage media that offer single digit millisecond latencies.	
43.	Provisioned I/O support	Cloud service should support the needs of I/O-intensive workloads, particularly database workloads that are sensitive to storage performance and consistency in random access I/O throughput.	
44.	Encryption sing provider managed keys	Cloud service should support encryption of data on volumes, disk I/O, and snapshots using industry standard AES-256 cryptographic algorithm.	
45.	Encryption using customer managed keys	Cloud service should support encryption using customer managed keys.	
46.	Durable snapshots	Cloud service should support point-in-time snapshots. These snapshots should be incremental in nature.	
47.	Ability to easily share snapshots globally	Cloud Service should support sharing of snapshots across regions making it easier to leverage multiple regions for geographical expansion, data center migration, and disaster recovery.	
48.	Consistent Input Output per second (IOPS)	Cloud service should support a baseline IOPS/GB and maintain it consistently at scale	
49.	Monthly Failure Rates <0.01%	Cloud service should be durable and support monthly failure rates of less than 0.01%	
Storage – File Storage			
50.	Simple, scalable file storage Service	Cloud provider should offer a simple scalable file storage service to use with compute instances in the cloud.	
51.	SSD backed storage media	Cloud service should offer SSD backed storage media to provide the throughput, IOPS, and low latency needed for a broad range of workloads.	
52.	Grow file systems to petabyte Scale	Cloud service should support petabyte-scale file systems and allow thousands of concurrent NFS connections.	

53.	Consistent low latency performance (T50-T99)	Cloud service should support consistent low latency performance between 5-15 ms at any scale .	
54.	Scalable IOPS and throughput performance (/TB)	Cloud service should support scalable IOPS and throughput performance at any scale.	
55.	Sharable across thousands of instances	Cloud service should support thousands of instances so that many users can access and share a common data source.	
56.	Fully elastic capacity (no need to provision)	Cloud service should automatically scale up or down as files are added or removed without disrupting applications.	
57.	Highly durable	Cloud service should be highly durable - file system object (i.e. directory, file, and link) should be redundantly stored across multiple data centers.	
58.	Read-after-write consistency	Cloud service should support read after write consistency (each read and write operation is guaranteed to return the most recent version of the data).	
Relational Database			
59.	Managed relational database service	Cloud provider should offer a service that makes it easy to set up, operate, and scale a relational database in the cloud.	
60.	Support for major database	Cloud service should support of major database engine.	
61.	Low latency, synchronous replication across multiple data centers in a region	Cloud service should support synchronous replication of a primary database to a standby replica in a separate physical datacenter to provide data redundancy, eliminate I/O freezes, and minimize latency spikes during system backups.	
62.	Read Replica support	Cloud service should support read replicas that make it easy to elastically scale out beyond the capacity constraints of a single DB Instance for read-heavy database workloads.	
63.	Manual Failover	Cloud service should support a manual failover of the DB instance from primary to a standby replica.	
64.	Provisioned IO support	Cloud service should support the needs of database workloads that are sensitive to storage performance and consistency in random access I/O throughput.	
65.	Bring your own SQL, Oracle Licenses, Postgre SQL, MySQL etc.	Cloud service should support customers who prefer to use their existing Oracle, SQL Server, Postgre SQL, MySQL etc.	

		database licenses in the cloud.	
66.	Cross region Snapshots	Cloud service should support copying snapshots of any size between different cloud provider regions for disaster recovery purposes.	
67.	Cross region Read Replica	Cloud service should support creating multiple in-region and cross- region replicas per database instance for scalability or disaster recovery purposes.	
68.	High Availability	Cloud Service should support enhanced availability and durability for database instances for production workloads.	
69.	Point in time restore	Cloud service should support restoring a DB instance to a specific date and time.	
70.	User snapshots and restore	Cloud service should support creating a DB snapshot and restoring a DB instance from a snapshot.	
71.	Modifiable DB parameters	Cloud service should allow the DB parameter to be modified.	
72.	Monitoring	Cloud service should allow monitoring of performance and health of a database or a DB instance.	
73.	Encryption at rest	Cloud service should support encryption using the industry standard AES-256 encryption algorithm to encrypt data.	
Security and administration			
74.	Control access to your cloud resources at a granular level	Cloud provider should offer fine-grained access controls including, conditions like time of the day, originating IP address, use of SSL certificates, or authentication with a multi-factor authentication device.	
75.	Utilize multi-factor authentication when accessing cloud resources	Cloud service should support multi-factor authentication. MFA requires users to prove physical possession of a hardware or virtual MFA device by providing a valid MFA code.	
76.	Identify when an access key was last used to rotate old keys and remove inactive users	Cloud service should support reporting a user's access keys last use details.	
77.	Policy Simulator to test policies before committing to production	Cloud service should provide a mechanism to test the effects of access control policies that are attached to users, groups, and roles before committing the policies into production.	
78.	Policy validation to ensure policies match intentions	Cloud service should support a policy validator to automatically examine non-compliant access control policies.	

79.	Directory as a service	Cloud provider should support setting up a stand-alone directory in the cloud or connecting cloud resources with existing on-premises Microsoft Active Directory.	
80.	User and Group management	Cloud service should support features such as user and group management.	
81.	Managed service to create and control the encryption keys used to encrypt your data	Cloud provider should offer a service to create and control the encryption keys used to encrypt user data.	
82.	Audit of all action on keys	Cloud service should support auditing with features such as what request was made, the source IP address from which the request was made, who made the request, when it was made, and so on.	
83.	Key Durability	Cloud service should support durability of keys, including storing multiple copies to ensure keys are available when needed.	
84.	Durable and inexpensive log file storage	Cloud service should support storing log files in a durable and inexpensive storage solution.	
85.	Choice of Market place solution	Cloud service should support a variety of 3rd party solutions.	
86.	Automatically records a resource's configuration when it changes	Cloud service should automatically record a resource configuration when it changes and make this information available.	
87.	Examine the configuration of your resources at any single point in the past	Customer should be able to obtain details of what a resource's configuration looked like at any point in the past using this cloud service.	
88.	Receive notification of a configuration change	Cloud service should notify every configuration change so customers can process these notifications programmatically.	
89.	Create and manage catalog of pre-approved services for use	Cloud provider should offer the ability to create and manage catalogs of IT services that are approved for use.	
Deployment and Management			
90.	Service to quickly deploy and manage applications in the cloud	Cloud provider should offer a service to quickly deploy and manage applications in the cloud by automatically handling the deployment, from capacity provisioning, load balancing, auto-scaling to application health monitoring.	
91.	Supported OS	Cloud Service should support Windows, Linux, and Docker containers.	
92.	Deployment Mechanism	Cloud service should support various deployment mechanisms, including a Git repository, or an integrated development environment (IDE) such as Eclipse or Visual	

		Studio.	
93.	Support for SSL connections	Cloud service should support SSL connections.	
94.	Auto scaling	Cloud service should support automatically launching or terminating instances based on the parameters such as CPU utilization defined by users.	
95.	Swap virtual IP between staging and production environments	Cloud service should support swapping IP addresses between staging and production environments so that a new application version can be deployed with zero downtime.	
96.	Integration with caching solution	Cloud service should be integrated with a caching solution such as Redis cache.	
97.	Service to create a collection of related resources and provision them using a template	Cloud provider should offer a service to create a collection of related resources and provision them in an orderly and predictable fashion using a template.	
98.	Single JSON based template to declare your stack	Cloud service should use a template, a JSON-format, text-based file that describes all the resources required for an application. The resources in the template should be managed as a single unit.	
99.	Allow parametrization and specific configurations	Cloud service should support parameterization for specific configuration.	
Support			
100.	Service Health Dashboard	Cloud provider should offer a dashboard that displays up to the minute information on service availability across multiple regions.	
101.	365-day service health dashboard and SLA history	Cloud provider should offer 365 days' worth of Service Health Dashboard (SHD) history.	
102.	Service to compare resource usage to best practices	Cloud provider should offer a service acts like a customized cloud expert and helps provision resources by following best practices.	
103.	Monitoring Tools	Monitoring tools that will enable collection and tracking metrics, collection and monitoring log files, set alarms, and automatically react to changes in the provisioned resources. The monitoring tools should be able to monitor resources such as compute and other resources to gain system-wide visibility into resource utilization, application performance, and operational health.	

104.	Governance and Compliance	Able to define guidelines for provisioning and configuring cloud resources and then continuously monitor compliance with those guidelines. Ability to choose from a set of pre-built rules based on common best practices or custom rules (e.g., ensure Storage volumes are encrypted, Compute instances are properly tagged, and Elastic IP addresses (EIPs) are attached to instances) and continuously monitor configuration changes to the cloud resources and provides a new dashboard to track compliance status.	
105.	Audit Trail	Provide Audit Trail of the account activity to enable security analysis, resource change tracking, and compliance auditing	

7   Milestones and Payment Schedules

7.1   Milestones and Payment Schedules for Implementation Phase

The final decision on change in phasing and related change in payment schedules shall be at the discretion of CSCL. Please refer to section 5.1 to find the details of the deliverables mentioned below.

CAPEX	
Payment Milestones for the implementation	**Payment Schedule**
Approval of Software Requirement Specifications and System Design & Configuration Report	5% of the Contract Value
Software development report	15% of the Contract Value
Training Completion	5% of the Contract Value
Go Live Sign Off and Final Roll Out	15% of the Contract Value

OPEX		
O&M and Hosting on Cloud	1st Year	10% of the Contract value to be paid in 4 equal Instalments post Roll Out of the Complete Solution
	2nd Year	11% of the Contract value to be paid in 4 equal Instalments post Roll Out of the Complete Solution
	3rd Year	12% of the Contract value to be paid in 4 equal Instalments post Roll Out of the Complete Solution
	4th Year	13% of the Contract value to be paid in 4 equal Instalments post Roll Out of the Complete Solution
	5th Year	14% of the Contract value to be paid in 4 equal Instalments post Roll Out of the Complete Solution

SI should complete all the activities within the defined timelines as indicated above. The timeline shall be reviewed regularly during implementation phase and may be extended in case CSCL feels that extension in a particular Request Order/ Integration or any track is imperative, for the reason beyond the control of the SI. In all such cases CSCL's decision shall be final and binding. The SI shall be eligible for the payment based on the completion of activities and approval of the relevant deliverables.

Note:

- All payments to the Systems Integrator (SI) shall be made upon submission of invoices along with necessary approval certificates from concerned Authorities.
- The above payments are subject to meeting of SLA's failing which the appropriate deductions as mentioned in the SLA document of this RFP.
- Payment for Integration with Individual sub system can be released after 3 months of given timeline of each phase in case of the any of the sub systems of that phase is not ready

8   Change Request and Control

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

CSCL and SI recognize that frequent change is an inevitable part of delivering services and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without a material effect on the cost. The SI will endeavour, wherever reasonably practicable, to effect change without an increase in the terms of payment as stated in the Terms of Payment, and CSCL will work together to ensure that all changes are discussed and managed in a constructive manner. This Change Control Schedule sets out the provisions which will apply to all the changes to this agreement. This Change Control Schedule sets out the provisions which will apply to changes to the CONTRACT.

8.1   Change Order/Alteration/Variation

1   The SI agrees that the requirements/ quantities/ licenses/ specifications and Service requirements given in the RFP documents are minimum requirements and are in no way exhaustive and guaranteed by CSCL.

2   Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the quantities, specifications, etc. of the RFP documents which the SI had not brought out to the CSCL's notice till the time of award of work and not accounted for in his Bid shall not constitute a change order and such upward revisions and/or addition shall be carried out by SI without any time and cost effect to CSCL.

3   It shall be the responsibility of the SI to meet all performance and other requirements of CSCL as stipulated in the RFP document / Contract. Any upward revisions / additions of quantities, specifications, technical manpower, service requirements to those specified byte SI in his Bid documents, that may be required to be made during installation /acceptance of the System or at any time during the contract in order to meet the conceptual design, objective and performance levels or other requirements as defined in the RFP documents shall not constitute a change order and shall be carried out by the SI without any change order and without any time and cost effect to CSCL whatsoever.

4   CSCL may at any time, by a written change order given to the SI, make changes within the general scope of the Contract.

5   The written advice to any change shall be issued by CSCL to the SI up to **4 (four) weeks** prior to the due date of commencement of services.

6   In case of increase in Quantities/ Licenses / Specifications or Service requirements or in case of additional requirement/requirement outside the signed off SRS, the SI agrees to carry out / provision for such additional requirement at the rate and terms and conditions as provided in the Contract. In case of decrease in Quantities or Specifications of goods/ equipment or Service requirements, the Agency shall give a reduction in price at the rate given in the Contract corresponding to the said decrease.

7   In case applicable rates for the increase/decrease in question are not available in the Contract then the rates as may be mutually agreed shall apply. The SI shall not be entitled to any claim by way of change of price, damages, losses, etc.

Conditions for Change Order

1   The change order will be initiated only in case

   a.   CSCL directs in writing the SI to incorporate changes to the agreed upon deliverables or design requirements already covered in the Contract.

   b.   CSCL directs in writing to the SI to include any addition to the scope of work or services covered under this Contract or delete any part thereof,

   c.   SI requests to delete any part of the work which will not adversely affect the operational capabilities and functioning of the system and if the deletions proposed are agreed to by CSCL and for which cost and time benefits shall be passed on to CSCL

2   Any change order comprising an alteration which involves change in the cost of the services (which sort of alteration is hereinafter called a "Variation") shall be the Subject of an amendment to the Contract by way of an increase or decrease in the Contract Value and adjustment of the implementation schedule if any.

3   If there is a difference of opinion between the SI and CSCL's Representative on whether particular item, work or part of the work constitutes a change order or not, the matter shall be handled in accordance with the procedures set forth in the next section.

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

Proposed Category of Change

Application Software Description

Change request for any new module/change in module/functionality/Process reengineering etc., any new services and any new forms, etc.

Method of Evaluation

Man-months

Documents Required

   ➢   Detailed Project Plan

   ➢   Effort Estimates (Module wise/Process wise/Screen wise, as applicable)

   ➢   Resource Deployment Plan/Types of Resources

   ➢   Resource Plotting Sheet

- ➢ CVs/Profiles of Resources (if required)

- ➢ Techno-Commercial Proposal

Procedure for Change Control

1. Upon receiving any revised requirement/ advice, in writing, from CSCL, the SI would verbally discuss the matter with CSCL's Representative.

2. In case such requirement arises from the side of the SI, he would also verbally discuss the matter with CSCL's Representative giving reasons thereof.

3. In either of the cases, the representatives of both the parties will discuss on the revised requirement for better understanding and to mutually decide whether such requirement constitutes a change order or not.

4. If it is mutually agreed that such Requirement constitutes a "Change Order" then a joint memorandum will be prepared and signed by the SI and CSCL to confirm a "Change Order "and basic ideas of necessary agreed arrangement.

5. SI will study the revised requirement in accordance with the joint memorandum and assess subsequent schedule and cost effect, if any.

6. Upon completion of the study, the results of this study along with all relevant details including the estimated time and cost effect thereof with supporting documents would be submitted to CSCL to enable CSCL to give a final decision whether SI should proceed with the change order or not in the best interest of the works.

7. The estimated cost and time impact indicated by SI shall be considered as a ceiling limit and shall be provisionally considered for taking a decision to implement change order. The costs can be further negotiated by CSCL.

8. A Change Control Note (CCN) would be required to be prepared, the procedure of which has been described in subsequent sections.

9. The time impact applicable to the Contract shall be mutually agreed, subsequently, on the basis of the detailed calculations supported with all relevant back up documents.

10. In case SI fails to submit all necessary substantiation/ calculations and back up documents, the decision of CSCL regarding time and cost impact shall be final and binding on the SI.

11. If CSCL accepts the implementation of the change order in writing, which would be considered as change order, then SI shall commence to proceed with the enforcement of the change order pending final agreement between the parties with regard to adjustment of the Contract Value and the Schedule.

12. In case, mutual agreement, i.e. whether new requirement constitutes the change order or not, is not reached, then SI in the interest of the works, shall take up the enforcement of the change order, if advised in writing to do so by CSCL's Representative pending settlement between the two parties to the effect whether such requirement constitutes a change order or not as per the terms and conditions of Contract documents. The time and cost effects in such a case shall be mutually verified and recorded. Should it establish that the said work constitutes a change order, the same shall be compensated taking into account the records kept in accordance with the Contract.

13 The SI shall submit necessary back up documents for the change order showing the breakup of the various elements constituting the change order for the CSCL's review. If no agreement is reached between CSCL and SI within 60 days after CSCL's instruction in writing to carry out the change concerning the increase or decrease in the Contract Value and all other matters described above, either party may refer the dispute to arbitration.

Change Control Note ("CCN")

Change requests in respect of the CONTRACT, the Project Implementation, the operation, Thecla, Scope of work and Requirement specifications will emanate from the Parties' respective Project Manager who will be responsible for obtaining approval for the change and who will act as its sponsor throughout the Change Control Process and will complete CCN as attached in the RFP.

Conditions for revised work / change order

The provisions of the Contract shall apply to revised work / change order as if the revised work/ Change order has been included in the original Scope of work. However, the Contract Value shall increase / decrease and the schedule shall be adjusted on account of the revised work /Change orders as may be mutually agreed in terms of provisions set forth of this section. The SI's obligations with respect to such revised work / change order shall remain in accordance with the Contract.

Quotation

a) The SI shall provide as part of CCN a minimum:

- a description of the change

- a list of deliverables required for implementing the change;

- time table for implementation;

- an estimate of any proposed change

- any relevant acceptance criteria

- an assessment of the value of the proposed change;

- Material evidence to prove that the proposed change is not already covered within the Agreement and the scope of work.

b) Prior to submission of the completed CCN to CSCL, the SI will undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the SI shall consider the materiality of the proposed change in the context of the CONTRACT and the Project Implementation affected by the change and the total effect that may arise from implementation of the change.

Costs

Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided the SI meets the obligations as set in the CCN. In the event the 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 the SI.

Obligations

The SI shall be obliged to implement any proposed changes once approval in accordance with above provisions has been given, with effect from the date agreed for implementation and within an agreed timeframe. SI will not be obligated to work on a change until the parties agree in writing upon its scope, price and/or schedule impact.

9   Annexure I– Cyber Security Requirements

9.1   Security Controls for Cloud Services

The security controls for creating and managing cloud services shall comply with the following guidelines. Empanelment of Cloud Service Offerings CSPs facilities/services shall be compliant with regulative directives and industry best practices. The SLA shall be based on the guidelines issued by Government Departments on contractual terms related to Cloud Services (MeitY guideline). The security controls should include the following:

- The CSP should be empanelled by MeitY for providing cloud services. The CSPs facilities/services shall be certified to be compliant to the following standards: ISO 27001, ISO 27017, ISO 27018, ISO 20000-9, ISO/IEC 20000-1 & PCI DSS.
- The CSP/Service Provider shall comply or meet any security requirements applicable to CSPs/Service Providers published (or to be published) by MeitY or any standards body setup / recognized by Government of India from time to time and notified to the CSP/Service Providers by MeitY as a mandatory standard.
- The CSP/Service Provider shall meet all the security requirements indicated in the IT Act 2000, the terms and conditions of the Provisional Empanelment of the Cloud Service Providers and shall comply with the audit criteria defined by STQC.
- Incident Management shall be managed by CSP / third party.
- Periodic secure code review shall be performed for cloud applications.
- Data encryption at rest / transit depending on sensitivity of data shall be implemented using departments managed keys, which are not stored on the cloud.
- The CSP shall undertake to treat information passed on to them as classified. Such Information shall not be communicated / published / advertised by the CSP to any person/organization without the express permission of the Department.
- CSP shall inform all security breach incidents to Smart City management on real time.
- CSP shall ensure data confidentiality and mention Sub-contractual risk shall be covered by CSP.
- E-Discovery shall be included as clause in SLA with CSP. It is the process of locating, preserving, collecting, processing, reviewing, and producing Electronically Stored Information (ESI) in the context of or criminal cases/proceedings or investigation. Logging and reporting (e.g., audit trails of all access and the ability to report on key requirements/indicators) must be ensured.
- The Law Enforcement Agency as mandated under any law for the time being in force may seek access to information stored on cloud as provided by the Service Provider. The onus shall be on the CSP to perform all due diligence before releasing any such information to any such law enforcement agency.
- CSP must ensure location of all data related to smart cities in India only.
- The Cloud Service Provider's services offerings shall comply with the audit requirements defined under the terms and conditions of the Provisional Empanelment of the Cloud Service Providers (or STQC /MEITY guidelines. The Audit, Access and Reporting Requirements should be as per the terms and conditions of the Provisional Empanelment of the Cloud Service.
- CSP's exit Management Plan shall include - Transition of Managed Services & Migration from

the incumbent cloud service provider's environment to the new environment and shall follow all security clauses for smooth transition.

- SLA with CSP shall cover performance management & dispute resolution escalation. Guidelines on Service Level Agreement issued by MeitY lists out the critical SLAs for cloud services.
- Identification and problem resolution (e.g., helpline, call center, or ticketing system) mechanism must be defined.
- Change-management process (e.g., changes such as updates or new services) must be defined.
- Appropriate segregation of Virtual Private Cloud (VPC) security rules defined as part of firewall to restrict access, Role based access management, Logging and monitoring shall be ensured.
- VPN gateway must be setup to ensure controlled access, appropriate security rules must be employed to encrypt outward data flow, IDS, IPS, API Gateways to be setup and LB logs to be maintained for any activities and access and exceptions to carried out in the cloud setup, Database logs to be routed as part of the Logging VPC setup.
- Digital Certificate shall be implemented for secure access.
- USB port should be disabled for unauthorized access.
- Web Application Firewall must be provided, Host IPS must be setup on all the Web servers, Web servers must be configured as per the CIS hardening guidelines and baseline security requirements, logging and monitoring should be enabled.
- Application access between hosted smart city applications shall be segregated, internal infrastructure and external traffic, Role based access must be defined, hardening of database instances as per the CIS baselines configuration guidelines in the cloud setup must be ensured, Logging and monitoring must be enabled.
- For SLAs to be used to steer the behaviour of a cloud services provider, imposition of financial penalties is to be incorporated.
- Monitor Vendor Service level agreement for annual end-to-end service availability of 99.99 percent. The end to end service agreement should be in place for minimum period of six years form the date of operations of the systems.

9.2   System Security

- Authentication and authorization must happen on a separate channel before allowing user to connect to any service / applications - i.e. only authentication and authorization controls to communicate via a specific port or control channel.
- All authentication and authorization must happen over an encrypted channel and use mutual TLS.
- Access to applications / services must only be allowed from pre-authenticated and pre-authorized devices and users
- Devices must be verified on various factors to arrive at a set trust level (e.g.between 0 to 10). Factors to arrive at a trust level will include the device holding a valid client certificate, belong to the organisation domain, is assigned to a particular user, has updated AV signatures, has run AV scan in the last 1 day, has the latest OS patches installed and any other specific criteria required by organisation.
- IP address of application not to be revealed to end-user.

- The Gateway must employ Single Packet Authorization protocol (RFC 4226) with additional controls, like packets being signed using HMAC or certificates.
- The Controller must employ Single Packet Authorization protocol with HMAC or certificates.
- The client to connect to the Controller using SPA protocol followed by mutual TLS protocol to begin the device verification process followed by the user authentication process.
- All users must be authenticated either locally by the Controller or via a 3rdparty authentication system such as AD, LDAP, RADIUS, SAML, 2FA providers etc.
- Based on the authentication of the user and the trust level of the device, a final trust score must be assigned by the Controller
- The Controller must check the available services to the user based on the final trust score and inform the endpoint / client on the available services.
- When a client initiates an access to the available service, the Controller to be notified first, and the Controller in turn to notify the Gateway to accept the connection from the client.
- The client to connect to the Gateway using SPA protocol followed by mutual TLS protocol and if both SPA and mutual TLS are successful, the Gateway accepts the connection and provides access to the application / service.
- Any endpoint device without the client software should not be able to connect to the Controller or the Gateway nor discover/scan the services/applications running behind the Gateway as the SPA will fail. Hence Gateway is invisible, without a valid client software and valid client certificate. This will potect against network attacks such as Denial of Service (DoS), MITM and others.
- Security against password-based attacks
- Solution should provide protection against Eavesdropping
- Solution Should Protect against Application-Layer Attack
- Solution Should protect against Identity Spoofing
- Solution Should Protect against Web based attacks like SQL injection, broken authentication and session management
- Solution should Prevent Attacks from DDOS & DOS Attacks
- Solution Should Prevent Web based attack Insecure Direct Object References
- Solution Should prevent Web based attack Sensitive Data Exposure
- Solution Should Prevent Web based attack Cross Site Request Forgery (CSRF)
- Solution should be able to detect Bad Packet detection, there by detecting external network and cross domain attacks
- Solution Should Prevent Web based attack using known vulnerable components
- It must be possible to install / deploy the Gateway in any location to protect applications located in that location or in any other location. Essentially, the Gateway must be able to secure/protect applications / services irrespective of where the application is located. E.g. application may be located on-premises, in a private hosted data center, in a Public Cloud / IaaS platform (e.g. AWS, Azure etc.)
- There must not be any limitation on the number of Gateways that can be deployed as part of the solution
- The Gateway must be able to serve tens of thousands of requests per second – Specific performance requirements may require 3rdparty traffic management tools (e.g. Load balancers).

- The Gateways being critical in enforcing access control must not be a SPOF. Hence, the Gateways must support full HA functionality to ensure continuous availability of services to users.
- Endpoint agents should support Linux mint, Red Hat, Ubuntu, Windows (Win Xp, Win7, Win8, Win10), Centos, Unix, Mac, Android, iOS.
- The solution should have inbuilt multi factor authentication, Mail, SMS (OTP), Smartphone tokens. Also, it should support google authenticator as additional layer of security for the application access
- The Gateways must continuously monitor the availability of the applications / services and provide alerts or notify Controller to redirect traffic to other locations as per configuration
- The solution must support deployment of Gateways in multiple locations with minimum human interaction.
- Gateways must support silent deployment methods using popular software distribution systems
- Gateways must support simple and silent deployment into IaaS environments using popular tools such as Chef, Puppet etc.
- The client agents must be lightweight and support silent deployment using popular software distribution systems
- The solution must allow simple self-service style with user sign-up and activation method of deployment
- The client agent must not require Administrator privileges to be installed
- The solution must provide a single web-based management console to manage user provisioning, device provisioning and policy management across all Gateways deployed in the enterprise
- The solution must support access policies to be configured centrally irrespective of the location of the applications / services or the location of the Gateways.
- The solution must NOT require solution administrator to configure individual access policies per Gateway
- The solution must support bulk import of different objects such as users, groups, devices, ACLs etc.
- The solution must support bulk management of various configuration details.
- The solution must support role-based administration. This will ensure that different administration tasks can be delegated to different administrators / teams.
- The solution must support multi-tenant architecture
- The solution must support local datacentre
- The software agent must be capable to run as service
- The software solution must have load balancing capabilities
- The solution must support live monitoring of all user activities including failed logins, invalid access attempts etc.
- The solution must provide alerts for specific incidents over Email, SMS and/or SNMP
- The solution must provide detailed logs for all solution administrator activities including login details, configuration changes, etc.

- The solution must provide detailed logs for all user activities including application / services accessed, bandwidth consumption etc.
- The solution must support forwarding of all logs to Syslog and popular SIEM solutions
- The solution must provide customizable Dashboards to allow continuous monitoring of the health of the solution
- The solution must provide multiple reporting templates (especially compliance related templates) with support for charts and graphs as well as the ability to drill down into the detailed logs
- The solution must allow creation of custom reports using combination of different log tables through an intuitive wizard
- Solution must provide 2FA which shall have provision to assign single & multiple type of tokens to a particular user. (SMS, Email, Google Authenticator)
- Solution must provide 2FA which shall be able to support self-provisioning system.
- Solution must provide 2FA which shall log all transactions & logs and shall support standard reporting packages for generating reports
- The 2FA Solution Should be tightly inbuilt feature with SDP Principles (Software based Defined Perimeter) to provide Encrypted communication to the applications hosted on the Datacentres which are invisible to outside world & 2FA Should be on the Single Console for Ease of Administration
- Soft token of 2FA Solution shall have following features:
- Token shall generate password dynamically within every two minutes or less.
- Token Application that generates the password shall be PIN protected.
- Token shall have at least six-digit numerical passwords.
- Token shall be available as a software form factor. Mobile token shall be able to install on mobiles.
- Every token shall have unique identity & shall be unique to user.
- Token shall be time synced with authentication server.
- Token shall be time synced with authentication server.
- The solution must support automated and encrypted backup of configuration using a configurable schedule.
- The solution must support backup of configuration to local disk or network location using SFTP or HTTPS or a mapped network drive.
- The solution Database must be automatically backed up regularly as per configurable schedule without any downtime.
- The user agents must be simple to install & reinstall, The Soft agents on the Endpoints should be light or less than 2.0MB, requiring almost zero resource consumption
- Application performance after installing the agent should not hinder the performance & should work on the broadband internet-based access
- Solutions should provide a platform for managing vulnerability report submission and vulnerability report assessment with full transparency and activity history.
- Data residency of the platform should be in India and operated by Indian Solutions provider
- Provision for role-based access for the organisation to add their users and provide different

access based on their roles (Developer, Manager, Testers, operations, etc)

- Able to define the list of scoped digital assets to be tested, the testing guidelines on the platform, Scope and Out of scope vulnerabilities to be tested, and any other instructions to be disclosed to security researchers for testing

- Enable add or remove any security researchers/testers for reporting

- Have provision for receiving vulnerability reports from security researchers through the invite-only program or through public vulnerability disclosure programs in accordance with ISO /IEC 29147:2014 standard

- Solutions should maintain a record of all security researchers with their valid Identity proof, legal contracts, communication address, and user activity.

- Able to evaluate vulnerability submission as Valid, In-Valid, or Duplicate submission

- Allow communication between organisation users and security researchers under each vulnerability report submission

- Real-time notification to organisation users for every submission of vulnerability reports

- Awarding and making payment to security researchers based on the report submission. Maintaining a record of all payment transactions with details of bugs, security researchers, amount paid with the date of payment

- Provide a comprehensive report of the final delivery with numbers of bugs reported, Bug severity, Bug open/ closure status, Incentive details.

- Cloud Service Provided Should be SOC1, SOC2 and SOC3 compliant for higher security.

10 Annexure II- Data Digitization Requirements

10.1 Data Digitization & Data Migration

The SI will be responsible for the data entry and/or digitization of the existing paper based records / physical files.

10.1.1 Recommendation for Data Digitization Work

- Data would be digitized in reverse order i.e. first complete most recent year's data for specified services, before digitizing data of previous years.
- Data Digitization task must be completed at least two-week prior from issuing certificate of 'Operational Acceptance' for all concerned modules and locations.
- All the activities related to the data entry, scanning & digitization will most likely to be carried out at the premises of the Department's offices.
- Complete data would be cleaned and validated before moving it to e-Governance application.
- Data would be migrated from existing system and transferred to new system wherever it would be required.
- Data after cleaning will be entered/updated in the database so that analytics can be run using CSCL web portal.

10.1.2 Data Digitization Process to be followed

- Scanning of Original register/ file/ document
- Cropping, refinement of scanned image
- Entry of record in English through Bilingual software
- Print out of checklist – 1 for proof reading
- Proof reading & updation of corrections in database
- Print out of checklist – 2 for final proof reading
- Proof reading & updation of corrections in database
- Final print out for Random checking by the concerned office/ official
- Handover of final Hard & Soft copy of backup

10.1.3 Data for Digitization

Sr. No.	Service Name	Data to be digitized (No. of pages)	Remarks
1.	Fire Service	5000 Pages, Paper sizes are A4, A3 & Legal paper etc.	Data will need to be cleaned and updated. Digitization of records can be done in parallels.
2.	Rented Properties under colony branch and estate office	3000 Pages, Paper sizes are A4, A3 etc.	Data will need to be cleaned and updated. Digitization of past five year would be prerequisite before portal goes live.

Sr. No.	Service Name	Data to be digitized (No. of pages)	Remarks
3.	Estate Branch	20000 Pages, Paper sizes are A4, A3 etc.	Data will need to be cleaned and updated. Digitization of past five year would be prerequisite before portal goes live.

The above written records count may very on higher or lower side at the time of data digitization. SI shall check the data digitization requirements with all Stakeholders and payment shall be made on the pro rata basis.

Selection of System Integrator for Implementation of e-Governance Services for Chandigarh Smart City

Request for Proposal

Contents

MASTER SERVICES AGREEMENT

THIS MASTER SERVICE AGREEMENT ("Agreement") is made on this the <***> day of <***> 20... at Chandigarh, India.

BETWEEN

Chandigarh Smart City Limited having its office at 2nd Floor, New Brigde Building Near TDI Mall Sector - 17A,Chandigarh, India hereinafter referred to as 'Authority' or 'CSCL', which Expression shall, unless the context otherwise requires, include its permitted successors and assigns) OF ONE PART;

AND

SYSTEM INTEGRATOR, a Company incorporated under the Companies Act, 1956/2013, having its registered office at <***> (hereinafter referred to as 'the System Integrator/SI' which expression shall, unless the context otherwise requires, include its permitted successors and assigns) OF THE OTHER PARTY.

Each of the parties mentioned above are collectively referred to as the 'Parties' and individually as a 'Party'.

WHEREAS :

CSCL is desirous to implement the project of e-Governance for Chandigarh Smart City.

In furtherance of the same, CSCL 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 <***>.

The successful bidder has been selected as the System Integrator on the basis of the bid response set out as Annexure D of this Agreement, to undertake the Project of the development and implementation of the solution, its roll out and sustained operations.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

1 Definitions And Interpretation

1.1 Definitions

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

Term	Meaning
Adverse Effect	means material adverse effect on a) the ability of the System Integrator to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or b) the legal validity, binding nature or enforceability of this Agreement;
Agreement	means this Master Services Agreement, Service Level Agreement and Non-Disclosure Agreement together with all Articles, Annexures, Schedules and the contents and specifications of the RFP;
Applicable Law(s)	means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and

	during the subsistence thereof, applicable to the Project;
Assets	shall have the same meaning ascribed to it in Clause 10.1 (a)
Software	means the software designed, developed / customized, tested and deployed by the System Integrator for the purposes of the Project and includes the source code (in case of Bespoke development) along with associated documentation, which is the work product of the development efforts involved in the Project and the improvements and enhancements effected during the term of the Project, but does not include the third party software products (including the COTS products used for the product), proprietary software components and tools deployed by the System Integrator;
Bespoke Development	Bespoke development means development of custom-built software for some specific organization.
Business Hours	shall mean the working time for Authority and other stakeholders which is 9:00 AM to 6:00 PM. Again for Web Server and other components which enable successful usage of web portals of Authority the working time shall mean as 24 hours for all the days of the week(24 X 7). It is desired that IT maintenance, other batch processes (like backup) etc. should be planned so that such backend activities have minimum effect on the performance; For sewa kendra, as decided by the Authority.
Certificate(s) of Compliance	shall have the same meaning ascribed to it in Clause 5.4.;
Confidential Information	means all information including CSCL Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations processes, data, trade secrets, design rights, know-how, plans, budgets and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement); All such information in whatever form or mode of transmission, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential", or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within <15 days> from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".
Consortium Member(s)	Consortium Member(s) means each entity who have come together to form a Consortium for the purpose of submitting a joint bid in response to this RFP. OEM/SI can be member of consortium.
System Integrator (SI)	System Integrator (SI) means the Bidder who is selected by the Authority/CSCL at the end of this RFP process for the execution of the project. The SI shall carry out all the services mentioned in the Scope of the Work of this RFP
Control	means, in relation to any business entity, the power of a person to secure a) by means of the holding of shares or the possession of voting power in or in relation to that or any other business entity, or b) by virtue of any powers conferred by the articles of association or other document regulating that or any other business entity, that the affairs of the first mentioned business entity are conducted in accordance with that person's wishes and in relation to a partnership, means the right to a share of more than one half of the assets, or of

	more than one half of the income, of the partnership;
Deliverables	means the products, infrastructure and services agreed to be delivered by the System Integrator in pursuance of the agreement as defined more elaborately in the RFP, Implementation and the Maintenance phases and includes all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related), inter alia payment and/or process related etc., source code and all its modifications;
Proprietary Information	shall have the same meaning ascribed to it in Clause 19.1
Effective Date	shall have the same meaning ascribed to it in Clause 3;
CSCL Data	means all proprietary data of the department generated out of operations and transactions, documents all taxpayers data and related information including but not restricted to user data which the System Integrator obtains, possesses or processes in the context of providing the Services to the users pursuant to this Agreement;
Final Acceptance Test	shall be conducted on completion of the following: a) CSCL Data Center operational, (if applicable) b) Deployment & operational hardware and networking at requisite locations, c) UAT of the overall integrated solution and portal.
Final Testing and Certification Agency	shall have the same meaning ascribed to it in Clause 5.4;
Force Majeure	shall have the same meaning ascribed to it in Clause 16.1;
GoI	means the Government of India;
Go-Live	It means successfully implemented and all the desired technical, functional and non-functional requirements stated in the RFP have been met by System Integrator which includes design, development, integration, configuration, customization, deployment on cloud, user acceptance testing and third party audit by STQC and CERT-IN or any other empanelled agency of STQC and CERT-IN and data migration and digitization of historical data.
Indemnifying Party	shall have the same meaning ascribed to it in Clause 15.1;
Indemnified Party	shall have the same meaning ascribed to it in Clause 15.1;
Intellectual Property Rights	means all rights in written designs and copyrights, moral rights, rights in databases and Bespoke Software / Pre-existing work including its up- gradation systems and compilation rights (whether or not any of these are registered and including application for registration);
Escrow Agreement	An agreement that pursuant to Clause 22 provides for the regular deposit into escrow of all source code, object code, and documentation with respect to all public material and Service Provider's proprietary material (and cumulative updates thereof), 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.
Insurance Cover	➢ Public liability insurance for an insured amount of INR 15 lakh per occurrence and not less than 75 lakh in aggregate ➢ professional indemnity or errors and omissions insurance for an insured

	amount of INR 15 lakh per occurrence and not less than 75 lakh in aggregate.
	➤ Product liability for an insured amount of 15 lakh per occurrence and not less than 75 lakh in aggregate.
	➤ Workers compensation as required by law
Additional Insurance	Not Applicable
Material Breach	means a breach by either Party (CSCL or System Integrator) of any of its obligations under this Agreement which has or is likely to have an Adverse Effect on the Project which such Party shall have failed to cure;
Required Deliverables	shall have the same meaning ascribed to it in Annexure F of this Agreement;
Parties	means CSCL and System Integrator for the purposes of this Agreement and "Party" shall be interpreted accordingly;
Performance Guarantee	Means the guarantee provided by a Nationalized/Scheduled Bank in favour of the System Integrator. The amount of Performance Security shall be 10% of the overall cost of the project. This performance security shall be valid till 60 (sixty) days after the completion of the project.
Planned Application Downtime	means the unavailability of the application services due to maintenance activities such as configuration changes, upgradation or changes to any supporting infrastructure wherein prior intimation (at least two working days in advance) of such planned outage shall be given and approval sought from the CSCL as applicable;
Planned network outage	means the unavailability of the network services due to infrastructure maintenance activities such as configuration changes, upgradation or changes to any supporting infrastructure. Prior intimation of such planned outage shall be given and approval sought from the CSCL as applicable and shall be notified at least two working days;
Project	means Project Implementation (roll out) and Maintenance, in terms of the Agreement;
Project Implementation	means Project Implementation as per the testing standards and acceptance criteria prescribed by CSCL;
Project Implementation Phase	shall be from the Effective Date of the Agreement to the date of final acceptance testing & certification as set out in Clause 5.4 of this Agreement;
Project Implementation Unit (PIU)	shall be constituted by CSCL to monitor the activities, deliverables and progress of the Project. PIU will comprise of the staff members of the CSCL, other officials from concerned department and external experts (as defined in the RFP);
Project Timelines	shall have the same meaning ascribed to in Annexure F;
Providing Party	shall have the same meaning ascribed to it in Clause 12.5;
Receiving Party	shall have the same meaning ascribed to it in Clause 12.5;
Replacement System Integrator	means any third party that Authority appoint to replace System Integrator upon expiry of the Term or termination of this Agreement to undertake the Services or part thereof;
Required Consents	means the consents, waivers, clearances and licenses to use CSCL's Intellectual Property Rights, rights and other authorizations as may be required to be obtained for the software and other items that CSCL are required to make available to System Integrator pursuant to this Agreement;
Services	means the services delivered to the Stakeholders of Authority, employees of Authority, and to professionals, using the tangible and intangible assets created, procured, installed, managed and operated by the System Integrator including the

	tools of information and communications technology and includes but is not limited to the list of services specified in Annexure B;
Service Level	means the level of service and other performance criteria which will apply to the Services delivered by the System Integrator;
SLA	means the Performance and Maintenance SLA executed as part of this Master Service Agreement;
Stakeholders	means the Franchisee's, Investors, Citizens, CSCL, employees and the Departments of UT Chandigarh, Municipal Corporation Chandigarh;
Term	shall have the same meaning ascribed to it in Clause 3;
Third Party Systems	means systems (or any part thereof) in which the Intellectual Property Rights are not owned by the CSCL or System Integrator and to which System Integrator has been granted a license to use and which are used in the provision of Services;
Unplanned Application Downtime	means the total time for all the instances where services in the software requirement specification document prepared by the System Integrator are not available for more than 5 consecutive minutes;
Unplanned network outage	means the total time for all the instances where services in the software requirement specification document prepared by the CSCL are not available for more than 5 consecutive minutes;
Application	means the software application developed as a part of scope of work set out in Clause 2.1
Application Downtime	means the time for which user/s is not able to access the application. However, in calculating downtime, scheduled downtime (for example, backup time, batch processing time, routine maintenance time) would not be considered;
Network Uptime	Network Uptime refers to network availability between CSCL's Head Quarters to Data center. "%Uptime" means ratio of 'up time' (in minutes) in a month to Total time in the month (in minutes) multiplied by 100;
Warranty / AMC Period	shall be five years from the date of successful completion /Go-live.
Safety and Security	Shall have the same meaning as specified in clause 12.4

1.2 Interpretation

In this Agreement, unless otherwise specified:

a) references to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub-clauses, paragraphs, schedules and annexures to this Agreement;

b) use of any gender includes the other genders;

c) references to a 'company' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;

d) references to a 'person' shall be construed so as to include any individual, firm, company, government, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);

e) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re- enacted;

f) any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;

g) references to a 'business day' shall be construed as a reference to a day (other than a sunday) on which banks in the UT Chandigarh are generally open for business;

h) references to times are to Indian Standard Time;

i) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and

j) all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

k) System integrator (SI) has been used for the same entity i.e. bidder selected for the project.

1.3 Measurements and Arithmetic Conventions

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

1.4 Ambiguities within Agreement

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

a) as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;

b) as between the provisions of this Agreement and the Schedules/Annexures, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures; and

c) as between any value written in numerals and that in words, the value in words shall prevail.

1.5 Priority of documents

This Agreement, including its Schedules and Annexures, represents the entire agreement between the Parties as noted in this Clause. If in the event of a dispute as to the interpretation or meaning of this Agreement it should be necessary for the Parties to refer to documents forming part of the bidding process leading to this Agreement, then such documents shall be relied upon and interpreted in the following descending order of priority:

I. This Agreement

II. LOI (Letter of Intent)

III. The SLA agreement,

IV. NDA agreement,

V. Schedules and Annexures;

VI.   the RFP along with subsequently issued corrigenda to the RFP (if any).

VII.   Technical and financial proposal submitted by the successful bidder, to the extent they along with subsequently issued clarifications furnished by the System Integrator in response to the RFP, to the extent they are not inconsistent with any terms of the RFP.

For the avoidance of doubt, it is expressly clarified that in the event of a conflict between this Agreement, Annexures / Schedules or the contents of the RFP, the terms of this Agreement shall prevail over the Annexures / Schedules and Annexures / Schedules shall prevail over the contents and specifications of the RFP.

2   SCOPE OF THE PROJECT

The System Integrator shall be required to:

develop / customize and implement web port for CSCL, Hybrid Mobile application, E-governace Services and Cloud based Data Center along with DR. ; manage and provide technical support to the solution for the period of 5 years from the date of Go-Live.

The roles and responsibilities of the Parties under this Agreement have been set out in detail as Annexure F of this Agreement.

For the avoidance of doubt, it is expressly clarified that this Agreement shall govern the provision of the contracted services under the SLA to the CSCL. It is anticipated that new or renewal agreements may be undertaken by creating a separate SLA, with schedules and annexures as required, under this Agreement for each additional engagement.

Detailed scope of work for the selected bidder is defined in Vol 2 of the RFP Document.

3   TERM AND DURATION OF THE AGREEMENT

This Agreement shall come into effect on <***> 201- (hereinafter the 'Effective Date') and shall continue till operation and maintenance completion date which shall be the date of the completion of the operation and maintenance to the CSCL, unless terminated earlier (as per clause 14), in which case the contract will get terminated on fulfillment of all obligations mentioned as per clause 14 and Schedule-II. The Project shall continue for a period of 5 years from the date of Go Live ('Term') extendable at the option CSCL for a period on matually agreed terms and condition.

4   CONDITIONS PRECEDENT & EFFECTIVE DATE

4.1   Provisions to take effect upon fulfillment of Conditions Precedent

Subject to express terms to the contrary, the rights and obligations under this Agreement shall take effect only upon fulfillment of all the Conditions Precedent set out below. However, CSCL may at any time at its sole discretion waive fully or partially any of the Conditions Precedent for the System Integrator.

4.2   Conditions Precedent

The System Integrator shall be required to fulfill the Conditions Precedent which is as follows:

I.   to provide a Performance Security/Guarantee and other guarantees/ payments within 15 days of the issue of Letter of Intent from the CSCL; and

II.   to obtain all statutory and other approvals required for the peformance of the Services under this Contract. This may include approvals/clearances, whereever applicable, that may be required for execution of this Contract.

III. to provide the CSCL certified true copies of its constitutional documents and board resolutions authorizing the execution, delivery and performance of this Agreement by the System Integrator (optional).

IV. To furnish notarized copies of any/all contract(s) duly executed by SI and its OEMs existing at the time of signing of this Contract in relation to the CSCL's project.

V. To Furnish of such other documents as the CSCL may specify/demand .

4.3 Extension of time for fulfillment of Conditions Precedent

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

4.4 Non-fulfillment of the System Integrator's Conditions Precedent

a) In the event that any of the Conditions Precedent of the System Integrator at Clause 4.2 II. to V. above have not been fulfilled within 15 days of signing of this Agreement, or such later date as may be mutually agreed upon by the parties and the same have not been waived fully or partially by CSCL, this Agreement shall cease to exist;

b) In the event that the Agreement fails to come into effect on account of non fulfillment of the System Integrator's Conditions Precedent, the CSCL shall not be liable in any manner whatsoever to the System Integrator and the CSCL shall forthwith forfeit the Earnest Money Deposit and Performance Security as the case may be.

c) In the event that possession of any of the CSCL facilities has been delivered to the System Integrator prior to the fulfillment of the Conditions Precedent, upon the termination of this Agreement such shall immediately revert to CSCL, free and clear from any encumbrances or claims.

5 OBLIGATIONS UNDER THE SLA

5.1 The SLA shall be a separate contract in respect of this Agreement and shall be entered into concurrently with this Agreement between CSCL and System Integrator;

5.2 In relation to any future SLA entered into between the Parties; each of the Parties shall observe and perform the obligations set out herein.

5.3 Change of Control

a) In the event of a change of control of the System Integrator during the Term, the System Integrator shall promptly notify CSCL of the same in the format set out as Annexure A of this Agreement.

b) In the event that the net worth of the surviving entity is less than that of System Integrator prior to the change of control, the CSCL may within 30 days of becoming aware of such change in control, require a replacement of existing Performance Guarantee furnished by the System Integrator from a guarantor acceptable to the CSCL (which shall not be System Integrator or any of its associated entities).

c) If such a guarantee is not furnished within 30 days of the CSCL requiring the replacement, the CSCL may exercise its right to terminate the SLA and/ or this Agreement within a further 30 days by written notice, to become effective as specified in such notice.

d) Pursuant to termination, the effects of termination as set out in Clause 14 of this Agreement shall follow.

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

5.4 Final testing and certification

The Project shall be governed by the mechanism of final acceptance testing and certification to be put into place by the CSCL and System Integrator as under:

a) Final testing and certification criteria will lay down a set of guidelines following internationally accepted norms and standards for testing and certification for all aspects of project development and implementation covering software, hardware and networking including the processes relating to the design of solution architecture, design of systems and sub-systems, coding, testing, business process description, documentation, version control, change management, security, service oriented architecture, performance in relation to compliance with SLA metrics, interoperability, scalability, availability and compliance with all the technical and functional requirements of the RFP and this Agreement;

b) Final testing and certification criteria will be finalized from the development stage to ensure that the guidelines are being followed and to avoid large scale modifications pursuant to testing done after the application is fully developed;

c) Final testing and certification criteria will consider conducting specific tests on the software, hardware, networking, security and all other aspects;

d) Final testing and certification criteria will establish appropriate processes for notifying the System Integrator of any deviations from the norms, standards or guidelines at the earliest instance after taking cognizance of the same to enable the System Integrator to take corrective action; etc.

5.5 The Parties shall ensure that the range of the Services under the SLA shall not be varied, reduced or increased except with the prior written agreement between the CSCL and System Integrator in accordance with the Change Control Schedule set out in Schedule I of this Agreement. Save for the express Terms of Payment Schedule set out as Schedule V of this Agreement, CSCL and its users may purchase any particular category of Services that may become necessary as per the Change Control Schedule set out in Schedule I of this Agreement, without the need to go for a separate procurement process.

6 REPRESENTATIONS AND WARRANTIES

6.1 Representations and warranties of the System Integrator

The System Integrator represents and warrants to the CSCL that:

a) it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby;

b) it is a competent provider of a variety of information technology and business process management services;

c) it has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;

d) from the Effective Date, it will have the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;

e) in providing the Services, it shall use reasonable endeavours not to cause any unnecessary disruption to CSCL's normal business operations

f) this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;

g) the information furnished in the System Integrator's response to the RFP and any subsequent clarification pertaining to the evaluation process, furnished on or before the date of this Agreement is to the best of its knowledge and belief true and accurate in all material respects as at the date of this Agreement;

h) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

i) there are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;

j) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

k) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Agreement;

l) no representation or warranty by it contained herein or in any other document furnished by it to CSCL in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and

m) no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of CSCL in connection therewith.

6.2 Representations and warranties of the CSCL

CSCL represent and warrant to the System Integrator that:

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

b) it has taken all necessary actions under Applicable Laws to authorize the execution, delivery and performance of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;

c) it has the financial standing and capacity to perform its obligations under the Agreement;

d) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;

e) this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms thereof;

f) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

g) there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its material (including any payment) obligations under this Agreement;

h) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on the CSCL ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

i) it has complied with Applicable Laws in all material respects;

j) all information provided by it in the RFP in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects; and

k) upon the System Integrator 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 System Integrator, in accordance with this Agreement.

7   OBLIGATIONS OF THE CSCL

Without prejudice to any other undertakings or obligations of the CSCL under this Agreement, the CSCL shall perform the following:

a) To provide any support through personnel to test the system during the Term;

b) To provide any support through personnel and/or test data during development, rollout, steady state operation, as well as, for any changes/enhancements in the system whenever required due to scope change that may arise due to business, delivery or statutory/regulatory reasons;

c) CSCL shall provide the data (including in electronic form wherever available) to be migrated.

d) To authorize the System Integrator to interact for implementation of the Project with external entities such as the National Informatics Centre (NIC) Society for Promotion of IT in Chandigarh (SPIC), authorized banks, Governement Hospitals of Chandigarh, etc.

e) Provide prompt Deliverable feedback: Within 10 (ten) working days from the submission of a deliverable/SLA and performance reports, the CSCL shall provide a sign offs on the deliverable or its comments for changes.

In case the CSCL fails to respond and provide feedback on above stated submission, the deliverables or SLA and performance reports will be deemed accepted. Post 10 (ten) working days there will be no rework of the said deliverable except, in case the CSCL has provided an alternate date for acceptance. Any subsequent rework post acceptance / deemed acceptance would form the subject of a formal change request under the provisions of this Agreement.

8 OBLIGATIONS OF THE SYSTEM INTEGRATOR

8.1 It shall provide to the CSCL, the Deliverables as set out in Annexure F of this Agreement.

8.2 It shall perform the Services as set out in Section 2 of this Agreement and in a good and workmanlike manner commensurate with industry and technical standards which are generally in effect for international projects and innovations pursuant thereon similar to those contemplated by this Agreement, and so as to comply with the applicable Service Levels set out with this Agreement.

8.3 It shall ensure that the Services are being provided as per the Project Timelines set out as Annexure C to this Agreement.

9 APPROVALS AND REQUIRED CONSENTS

9.1 The CSCL shall facilitate System Integrator to procure, maintain and observe all relevant and regulatory and governmental licenses, clearances and applicable approvals (hereinafter the "Required Consents") necessary for the System Integrator to provide the Services. The costs of such Approvals shall be borne by the System Integrator.

9.2 The CSCL shall use reasonable endeavours to assist System Integrator to obtain the Required Consents. In the event that any Required Consent is not obtained, the System Integrator and the CSCL will co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for the CSCL to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such Required Consent is obtained, provided that the System Integrator shall not be relieved of its obligations to provide the Services and to achieve the Service Levels until the Required Consents are obtained if and to the extent that the System Integrator's obligations are not dependent upon such Required Consents.

10 USE OF ASSETS BY THE SYSTEM INTEGRATOR

10.1 During the Term the System Integrator shall:

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 System Integrator exclusively in terms of ensuring their usability for the delivery of the Services as per this Agreement (hereinafter the "Assets") in proportion to their use and control of such Assets; and keep all the tangible Assets in as good and serviceable condition (reasonable wear and   tear excepted) as at the date the System Integrator takes control of and/or first uses the Assets and during the entire Term of the Agreement.

b) 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 System Integrator and any person who will be responsible for the use of the Assets;

c) take such steps as may be properly recommended by the manufacturer of the Assets and notified to the System Integrator or as may, in the reasonable opinion of the System Integrator, be necessary to use the Assets in a safe manner;

d) ensure that the Assets that are under the control of the System Integrator, are kept suitably housed and in conformity with Applicable Law;

e) procure permission from the CSCL 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;

f) 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.

g) use best efforts to ensure that no lien, mortgage, hypothecation or any other charge is created over the Assets.

11 ACCESS TO THE CSCL LOCATIONS

11.1 For so long as the System Integrator provides services to the CSCL location, on a non-permanent basis and to the extent necessary, the CSCL shall, subject to compliance by the System Integrator with any safety and security guidelines which may be provided by the CSCL and notified to the System Integrator in writing, provide the System Integrator with:

a) reasonable access, in the same manner granted to the CSCL employees, to the CSCL location twenty-four hours a day, seven days a week;

b) reasonable work space, access to office equipment as mutually agreed and other related support services in such location and at such other the CSCL location, if any, as may be reasonably necessary for the System Integrator to perform its obligations hereunder and under the SLA.

11.2 Access to locations, office equipments and services shall be made available to the System Integrator < on an "as is, where is" basis / in appropriate working condition (as per scope of work defined in the tender)> by the CSCL. The System Integrator agrees to ensure that its employees, agents and contractors shall not use the location, services and equipment referred to in RFP for the following purposes:

a) for the transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or

b) in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality).

12 MANAGEMENT PHASE

12.1 Governance

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

12.2 Use of Services

a) The CSCL will undertake and use the Services in accordance with any instructions or procedures as per the acceptance criteria as set out in the SLA or this Agreement or any agreement that may be entered into between the Parties from time to time;

b) The CSCL shall be responsible for the operation and use of the Deliverables resulting from the Services.

12.3 Changes

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

12.4 Security And Safety

a) The System Integrator shall comply with the technical requirements of the relevant security, safety and other requirements specified in the Information Technology Act or Telegraph Act including the regulations issued by Dept. of Telecom (wherever applicable), IT Security Manual of the CSCL as specifically stated in the RFP and follow the industry standards related to safety and security (including those as stated in the RFP), insofar as it applies to the provision of the Services.

b) Each Party to the SLA/Agreement shall also comply with CSCL or the Government of India, and the respective State's security standards and policies in force from time to time at each location of which CSCL make the System Integrator aware in writing insofar as the same apply to the provision of the Services.

c) The Parties to the SLA/Agreement shall use reasonable endeavours to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the CSCL as the case may be or any of their nominees data, facilities or Confidential Information.

d) The System Integrator shall upon reasonable request by the CSCL as the case may be or their nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.

e) As per the provisions of the SLA or this Agreement, the System Integrator shall promptly report in writing to the CSCL, any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at the facilities of CSCL as the case may be.

12.5 Cooperation

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

    a) does not require material expenditure by the Providing Party to provide the same;

    b) is reasonably required by the Receiving Party in order for it to comply with its obligations under this Agreement or the SLA;

    c) cannot be construed to be Confidential Information; and

    d) is capable of being provided by the Providing Party.

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

13 FINANCIAL MATTERS

13.1 Terms of Payment

    a) In consideration of the Services and subject to the provisions of this Agreement and of the SLA, the CSCL shall pay the System Integrator for the Services rendered in pursuance of this Agreement, in accordance with the Terms of Payment Schedule set out as Schedule V of this Agreement.

    b) Payments shall be subject to the application of liquidated damages (for period prior to "Go Live") or SLA penalties and its adjustments/corrections (for post "Go-Live")as may be provided for in the Agreement and the SLA from the relevant milestone(s),

    c) Save and except as otherwise provided for herein or as agreed between the Parties in writing, the CSCL shall not be required to make any payments in respect of the Services (or, without limitation to the foregoing, in respect of the System Integrator performance of any obligations under this Agreement or the SLA) other than those covered in Schedule V of this Agreement. For the avoidance of doubt, it is expressly clarified that the payments shall be deemed to include all ancillary and incidental costs and charges arising 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 Clause.

13.2 Invoicing and Settlement

    a) Subject to the specific terms of the Agreement and the SLA, the System Integrator shall submit its invoices in accordance with the following principles:

        I. The CSCL shall be invoiced by the System Integrator for the Services. Generally and unless otherwise agreed in writing between the Parties or expressly set out in the SLA, the System Integrator shall raise an invoice as per Schedule V of this Agreement; and

        II. Any invoice presented in accordance with this Clause shall be in a form agreed with the CSCL.

b) The System Integrator alone shall invoice all payments after receiving due approval of completion of payment milestone from the competent authority. Such invoices shall be accurate with all adjustments or changes in the terms of payment as stated in Schedule V of this Agreement. The System Integrator shall waive any charge for a Service that is not invoiced within six months after the end of the month in which the change relating to such Service is (i) authorized or (ii) incurred, whichever is later.

c) Payment shall be made within 45 working days of the receipt of invoice along with supporting documents by the CSCL subject to deduction of applicable liquidated damages (till "Go Live") or SLA penalties (post "Go Live") . The penalties are imposed on the System Integartor as per the penalty criteria specified in the SLA.

d) The CSCL shall be entitled to delay or withhold payment of any invoice or part of it delivered by the System Integrator under Schedule V of this Agreement where the CSCL disputes/witholds such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. Any exercise by the CSCL under this Clause shall not entitle the System Integrator to delay or withhold provision of the Services.

e) The System Integrator shall be solely responsible to make payment to its sub- contractors.

13.3 Tax

a) The CSCL shall be responsible for withholding taxes from the amounts due and payable to the System Integrator wherever applicable. The System Integrator shall pay for all other taxes in connection with this Agreement, SLA, scope of work and any other engagement required to be undertaken as a part of this Agreement, including, but not limited to, property, sales, use, excise, value-added, goods and services, consumption and other similar taxes or duties.

b) The CSCL shall provide System Integrator with the original tax receipt of any withholding taxes paid by CSCL on payments under this Agreement. The System Integrator agrees to reimburse and hold the CSCL harmless from any deficiency including penalties and interest relating to taxes that are its responsibility under this paragraph. For purposes of this Agreement, taxes shall include taxes incurred on transactions between and among the CSCL, the System Integrator and third party subcontractors.

c) If, after the date of this Agreement, there is any change of rate of levy under the existing applicable laws of India with respect to taxes and duties, which are directly payable by the CSCL for providing the goods and services i.e. service tax/GST or any such other applicable tax from time to time, which increase or decreases the cost incurred by the System Integrator in performing the Services, then the remuneration and reimbursable expense otherwise payable to the System Integrator under this Agreement shall be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Schedule V. However, in case of any new or fresh tax or levy imposed after submission of the proposal the System Integrator shall be entitled to reimbursement on submission of proof of payment of such tax or levy.

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 the following:

    I.   any resale certificates;

II.   any relevant information regarding out-of-state or use of materials, equipment or services; and

III. any direct pay permits, exemption certificates or information reasonably requested by the other Party.

e) CSCL shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by System Integrator at the rates in force, from the amount due to System Integrator and pay to the concerned tax authority directly.

f) GST as applicable will be borne by the Contractor on Liquidated Damages and Penalties.

g) GST will be deducted from the payment made to the Contractor as per the GST Act and instructions issued from time to time.

14 TERMINATION

14.1 FOR MATERIAL BREACH

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

(i)   If the System Integrator is not able to deliver the services as per the Service Levels defined in SLA which translates into Material Breach, then the CSCL may serve a 30 days written notice for curing this Material Breach. In case the Material Breach continues, after the expiry of such notice period, the CSCL will have the option to terminate this Agreement. Further, the CSCL may offer a reasonable opportunity to the System Integrator to explain the circumstances leading to such a breach.

(ii) If there is a Material Breach by the CSCL which results in not providing support for effecting data migration or not providing the certification of User Acceptance then the System Integrator will give a one month's notice for curing the Material Breach to the CSCL. After the expiry of such notice period, the System Integrator will have the option to terminate the Agreement.

(b) The CSCL may by giving a one month's written notice, terminate this Agreement if a change of control of the System Integrator has taken place. For the purposes of this Clause, in the case of System Integrator, change of control shall mean the events stated in Clause 5.3, and such notice shall become effective at the end of the notice period as set out in Clause 5.3 (c).

(c) In the event that System Integrator undergoes such a change of control, CSCL may, as an alternative to termination, require a full Performance Guarantee for the obligations of System Integrator by a guarantor acceptable to CSCL. If such a guarantee is not furnished within 30 days of CSCL's demand, the CSCL may exercise its right to terminate this Agreement in accordance with this Clause by giving 15 days further written notice to the System Integrator.

(d) The termination provisions set out in this Clause shall apply mutatis mutandis to the SLA.

14.2 TERMINATION FOR CONVENIENCE

14.2.1   The CSCL may at any time terminate the Contract for any reason by giving the SI a notice of termination that refers to this clause.

14.2.2   Upon receipt of the notice of termination under this Cause, the SI shall either as soon as reasonably practical or upon the date specified in the notice of termination:

   a) cease all further work, except for such work as the CSCL may specify in the notice of termination for the sole purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;

   b) terminate all subcontracts, except those to be assigned to the CSCL pursuant to Clause 14.2.2 (d) (ii) below;

   c) remove all SI's Equipment from the site, repatriate the SI's and its Subcontractors' personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind;

   d) in addition, the SI shall:

      I.   deliver to the CSCL the parts of the System executed by the SI up to the date of termination;

      II. to the extent legally possible, assign to the CSCL all right, title, and benefit of the SI to the System, or Subsystem, as at the date of termination, and, as may be required by the CSCL, in any subcontracts concluded between the SI and its Subcontractors;

      III. deliver to the CSCL all non-proprietary drawings, specifications, and other documents prepared by the SI or its Subcontractors as of the date of termination in connection with the System.

14.3   Effects of termination

   a) In the event that CSCL terminates this Agreement pursuant to failure on the part of the System Integrator to comply with the conditions as contained in this Clause and depending on the event of default, Performance Guarantee furnished by System Integrator may be forfeited.

   b) Upon termination of this Agreement, the Parties will comply with the Exit Management Schedule set out as Schedule III of this Agreement.

   c) In the event that CSCL or the System Integrator terminates this Agreement, the compensation will be decided in accordance with the Exit Management Schedule set out as Schedule III of this Agreement.

   d) CSCL agrees to pay System Integrator for i) all charges for Services System Integrator provides and any Deliverables and/or system (or part thereof) System Integrator delivers through termination and any charges at the tendered rate, for extension period beyond termination as decided by the Nodal Agency as per Schedule 2, Clause 2.2 and ii) reimbursable expenses System Integrator incurs through termination.

   e) If CSCL terminates without cause, CSCL also agrees to pay any applicable adjustment expenses to System Integrator incurs as a result of such termination (which System Integrator will take reasonable steps to mitigate.

f) In the event of termination of the Contract under 14.2, the CSCL shall pay to the SI the following amounts:

I. the Contract Price, properly attributable to the parts of the System executed by the SI as of the date of termination;

II. the costs reasonably incurred by the SI in the removal of the SI's Equipment from the site and in the repatriation of the SI's and its Subcontractors' personnel;

III. any amount to be paid by the SI to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges;

IV. costs incurred by the SI in protecting the System and leaving the site in a clean and safe condition pursuant to Clause 14.2; and

V. the cost of satisfying all other obligations, commitments, and claims that the SI may in good faith have undertaken with third parties in connection with the Contract and that are not covered by Clauses 14.3 (d) above.

14.4 Termination of this Agreement due to bankruptcy of System Integrator

The CSCL may serve written notice on System Integrator at any time to terminate this Agreement with immediate effect in the event that the System Integrator reporting an apprehension of bankruptcy to the CSCL

15 INDEMNIFICATION & LIMITATION OF LIABILITY

15.1 Subject to Clause 15.4 below, System Integrator (the "Indemnifying Party") undertakes to indemnify, hold harmless the CSCL (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favour of any person, CSCL or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement.

15.2 If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.

15.3 Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by

I. Indemnified Party's misuse or modification of the Service;

II. Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;

III. Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party;

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

I. Procure the right for Indemnified Party to continue using it

II. Replace it with a noninfringing equivalent

III. Modify it to make it noninfringing.

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

15.4 The indemnities set out in Clause 15 shall be subject to the following conditions:

I. the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;

II. the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;

III. if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;

IV. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;

V. all settlements of claims subject to indemnification under this 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 defenses 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 15.1 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).

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

15.6 In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims (other than those set-forth in Clause 15.1) even if it has been advised of their possible existence.

15.7 The allocations of liability in this Section 15 represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

16 FORCE MAJEURE

16.1 Force Majeure

16.1 Definition of Force Majeure
"Force Majeure" shall mean any event beyond the reasonable control of the CSCL or of the SI, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.

16.2 Force Majeure events
A Force Majeure shall include, without limitation, the following:
a. war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
b. strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;
c. earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;:

16.3 If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.

16.4 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The time for achieving Final Acceptance shall be extended.

16.5 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under Clause 16.

16.6 No delay or non-performance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:
   a. constitute a default or breach of the Contract;
   b. give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance,
   if, and to the extent that, such delay or non-performance is caused by the occurrence of an event of Force Majeure.

16.7 If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other.

16.8 In the event of termination pursuant to Clause 16, the rights and obligations of the CSCL and the SI shall be as specified in the clause titled Termination.

16.9 Notwithstanding Clause 16.6, Force Majeure shall not apply to any obligation of the Purchaser to make payments to the Supplier under this Contract.

16.10 For the avoidance of doubt, it is expressly clarified that the failure on the part of the Implementation Agency under this Agreement or the SLA to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of this Agreement or the SLA against natural disaster, fire, sabotage or other similar occurrence shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, Service Provider will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable).

17 CONFIDENTIALITY

17.1 The CSCL shall allow the System Integrator to review and utilize highly confidential public records and the System Integrator shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.

17.2 Additionally, the System Integrator shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.

17.3 The CSCL shall retain all rights to prevent, stop and if required take the necessary punitive action against the System Integrator regarding any forbidden disclosure.

17.4 The SI shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a Confidentiality Agreement (Non-Disclosure Agreement) with the CSCL to the satisfaction of the CSCL.

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

a) information already available in the public domain;

b) information which has been developed independently by the System Integrator;

c) information which has been received from a third party who had the right to disclose the aforesaid information;

d) Information which has been disclosed to the public pursuant to a court order.

17.5 SI shall notify the CSCL promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by the Contract or with the authority of the CSCL.

17.6 SI shall be liable to fully recompense the CSCL for any loss arising from breach of confidentiality.

18 AUDIT, ACCESS AND REPORTING

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

19 INTELLECTUAL PROPERTY RIGHTS

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

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

19.2 Bespoke development: In case the System Integrator opts the Bespoke Development, subject to the provisions of Clause 19.3 and 19.4 below, upon payment, the IPR rights for any bespoke development done during the implementation of the project will lie exclusively with the CSCL. The System Integrator shall provide source code, object code and all other relevant materials, etc of all bespoke development to CSCL and CSCL own all the IPRs in them. All material related to such bespoke development shall be treated as Confidential information by the System Integrator.

[Note: Ministry of Electronic and Information Technology, Government of India, has notified "Policy on Collaborative Application Development by Opening the Source Code of Government Applications" in the Gazette of India on 6th May 2015. The same needs to be adopted, in case the System Integrator opts the Bespoke Development.]

19.3 Pre-existing work: For the purpose of this Agreement, 'pre-existing work' shall mean such pre-existing work of System Integrator and that of its subcontractors, agents, representatives

i. that were identified by the System Integrator in its Proposal

ii. for which System Integrator had provided sufficient documentary proof to establish that such work belongs solely to System Integrator (or its subcontractors, agents, representatives)

        iii. which were accepted by CSCL (based on the documentary proof) as preexisting work of System Integrator.

To the extent System Integrator uses any of pre-existing work of the System Integrator (or its subcontractors, agents, representatives) in provision of services/ Deliverables under this Agreement, the System Integrator hereby transfers (for itself and on behalf of its subcontractors, etc.) all rights, title and interest (including all intellectual property rights) in such pre-existing work of the SI to CSCL. System Integrator shall provide to CSCL (to the satisfaction of CSCL) all documentation including, without limitation, source code, object code, SRS, FRS, operational documents etc. of such pre-existing work of the System Integrator before using such pre-existing work of the System Integrator in provision of services / Deliverables under this Agreement.

19.1   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 knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services.

20 WARRANTY & MAINTENANCE

20.1   Standard: The System Integrator warrants that the Project, including all the system(s), materials and goods supplied pursuant to the Agreement, shall be free from any defect or deficiency in the material, design, engineering, and workmanship that prevent the system and/or any of its systems(s) from fulfilling the technical requirements or that limit in a material fashion the performance, reliability, or extensibility of the system and/or any of its sub-system(s). Commercial warranty provisions of products supplied under the Agreement shall apply to the extent they do not conflict with the provisions of this Agreement.

20.1.1 The SI also warrants that the products, materials and other goods supplied under the Agreement are new, unused and incorporate all recent improvements in design that materially affect the system's or subsystem's ability to fulfill the technical requirements specified in the Agreement.

20.1.2 In addition, the SI warrants that: (i) all Goods components to be incorporated into the System form part of the SI/OEM's and/or Subcontractor's current product lines.

20.1.3 The warranty period for Standard Hardware/COTS Software/Bespoke Software shall commence from the date of Go Live of the project till the end of the Agreement. CSCL should approve signoff within 10 working days from the submission of deliverables for Go-Live/Phased Go-live (as relevant, depending on project requirement) by the System Integrator. In case the CSCL fails to respond and provide feedback on the above stated submission, the deliverables will be deemed accepted for the commencement of warranty for the project. However, in case the CSCL confirms to System Integrator an alternative date, then the date would stand revised for deemed acceptance. Such revisions may be limited to 2 (two).

20.1.4 If during the warranty period any defect or deficiency is found in the material, design and performance/workmanship of the Project and other Services provided by the System Integrator, the System Integrator shall promptly, in consultation and agreement with CSCL, and at the System Integrator's sole cost repair, replace, or otherwise make good (as the System Integrator shall, at its discretion, determine) such default, defect or deficiency as well as any damage to the system caused by such default, defect or deficiency. Any defective component, excluding hard disks, that has been replaced by the System Integrator shall remain the property of the System Integrator.

20.1.5 The SI may, with the consent of the CSCL, remove from the site any product and other goods that are defective, if the nature of the defect, and/or any damage to the System caused by the defect, is such that repairs cannot be expeditiously carried out at the site. If the repair, replacement, or making good is of such a character that it may affect the efficiency of the System, the CSCL may give the SI notice requiring that tests of the defective part be made by the SI immediately upon completion of such remedial work, whereupon the SI shall carry out such tests. If such part fails the tests, the SI shall carry out further repair, replacement, or making good (as the case may be) until that part of the System passes such tests. The tests shall be agreed upon by the CSCL and the Supplier.

20.1.6 If the SI fails to commence the work necessary to remedy such defect or any damage to the System caused by such defect within a reasonable time period, the CSCL may, following notice to the SI, proceed to do such work or contract a third party (or parties) to do such work, and the reasonable costs incurred by the CSCL in connection with such work shall be paid to the CSCL by the SI or may be deducted by the CSCL from any amount due to the SI.

20.1.7 If the System or any of its sub-systems cannot be used by reason of such default, defect or deficiency and/or making good of such default, defect or deficiency, attributable to SI, the warranty period for the Project shall be extended by a period equal to the period during which the Project or any of its system could not be used by the CSCL because of such defect and/or making good of such default, defect or deficiency. For reasons not attributable to SI, the SI shall not be liable.

20.1.8 Items substituted for defective parts of the System during the Warranty Period shall be covered by the Warranty for the remainder of the Warranty Period applicable for the part replaced or three (3) months, whichever is greater.

20.1.9 The System Integrator shall have no liability in the case of breach of this warranty due to:

I.   use of the deliverables on any environment (hardware or software) other than the environment recommended or approved by the System Integrator.

II.   the combination, operation, or use of some or all of the deliverables with information, software, specifications, instructions, data, or materials not approved by the System Integrator.

III.   the deliverables having been tampered with, altered or modified by CSCL without the written permission of the System Integrator, or (iv) use of the deliverables otherwise than in terms of the relevant documentation.

20.2   Implied Warranty: The warranties provided herein are in lieu of all other warranties, both express and implied, and all other warranties, including without limitation that of merchantability or fitness for intended purpose is specifically disclaimed.

21 LIQUIDATED DAMAGES

Time is the essence of the Agreement and the delivery dates are binding on the System Integrator. In the event of delay or any gross negligence in implementation of the project before Go-Live, for causes solely attributable to the System Integrator, in meeting the deliverables, the CSCL shall be entitled at its option to recover from the System Integrator as agreed, liquidated damages, a sum of 0.5% of the value of the deliverable which suffered delay or gross negligence for each completed week or part thereof subject to a limit of 10% of the total contract value. The CSCL may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to SI in its hands (which includes the CSCL's right to claim such amount against SI's Bank Guarantee) or which may become due to SI.

Any such recovery or liquidated damages shall not in any way relieve SI from any of its obligations to complete the Work or from any other obligations and liabilities under the Contract.

22 ESCROW AGREEMENT

22.1 System Integrator shall comply with the escrow provisions below for all Bespoke Development & customized codes (including subcontractor-owned materials and other Third Party Material incorporated in System Integrator's Proprietary Material), except to the extent System Integrator demonstrates to the satisfaction of the CSCL that compliance is not permitted by the nature of System Integrator's limited rights in such material.

22.2 Within <ninety (90) days> after the CSCL's acceptance of the Solution, 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"). 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 System Integrator's Proprietary Material (and cumulative updates thereof), 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").

22.3 System Integrator will make its initial deposit of Source Code within fifteen (15) days after the effective date of the Escrow Agreement.

22.4 System Integrator 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 CSCL shall be entitled to obtain the deposited materials from escrow upon the CSCL's making a proper claim for release from escrow in the event that (a) proper written notice is given to the Escrow Agent that release of the copy of the deposited materials is pursuant to applicable Central or CSCL bankruptcy, insolvency, reorganization, or liquidation statute; (b) System Integrator files articles of dissolution (but not if System Integrator is consolidated or merged into another entity); (c) the Contract expires or terminates for Material Breach of System Integrator.

22.5 The release of deposited materials from escrow shall not confer upon the CSCL 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 CSCL from escrow, the CSCL shall use the deposited materials solely for the benefit of the CSCL and its constituents.

22.6 The release of materials from escrow, without more, shall not cause any further amounts to accrue as payable to System Integrator by the CSCL, and the term of the CSCL's possessory and usage rights with respect to the released materials shall be perpetual.

22.7 The Escrow Agreement shall provide for its automatic termination upon the earlier of five (5) years after the expiration or termination of this Contract, or, release of all Source Code to the CSCL and the CSCL's subsequent confirmation of compliance with the terms of the Escrow Agreement. System Integrator 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.

23 INSURANCE COVER

23.1 Obligation to maintain insurance

In connection with the provision of the Services, the System Integrator must have and maintain:

   a. for the Agreement Period, valid and enforceable insurance coverage for:

      (i)   public liability;

      (ii)   either professional indemnity or errors and omissions;

      (iii)   product liability;

      (iv)   workers' compensation as required by law; and

   b. for one year following the expiry or termination of the Agreement, valid and enforceable insurance policies (if relevant), in the amount not less than the Insurance Cover specified in this Agreement.

23.2 Certificates of currency

The System Integrator must, on request by the CSCL, provide current relevant confirmation of insurance documentation from its insurance brokers certifying that it has insurance as required by this Clause 23. The Service Provider agrees to replace any coverage prior to the date of expiry/cancellation.

23.3 Non-compliance

CSCL may, at its election, terminate this Agreement as per Clause 14, upon the failure of System Integrator or notification of such failure, to maintain the required insurance coverage. Inadequate insurance coverage for any reason shall not relieve System Integrator of its obligations under this Agreement.

24 MISCELLANEOUS

24.1 Personnel

   a. The personnel assigned by System Integrator to perform the Services shall be employees of System Integrator or its subcontractor(s), and under no circumstances shall such personnel be considered employees of CSCL. The System Integrator shall have the sole responsibility for the supervision and control of the personnel deployed in the Project and for payment of such personnel's compensation, including salary, withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all obligations of an employer subject to Applicable Law.

   b. The System Integrator shall use its best efforts to ensure that sufficient System Integrator personnel are assigned to perform the Services and that such personnel have appropriate qualifications to perform the Services. After discussion with System Integrator, CSCL shall have the right to require the removal or replacement of any System Integrator personnel performing work under this Agreement based on bonafide reasons. In the event that CSCL requests that any System Integrator personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule.

   c. In the event that the CSCL and System Integrator identify any personnel of System Integrator as "Key Personnel", then the System Integrator shall not remove such personnel from the Project without the prior written consent of CSCL unless such removal is the result of an unavoidable circumstance including but not limited to resignation, termination, medical leave, etc.

d. Except as stated in this Clause, nothing in this Agreement or the SLA will limit the ability of System Integrator to freely assign or reassign its employees; provided that System Integrator shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. CSCL shall have the right to review and approve System Integrator's plan for any such knowledge transfer. System Integrator shall maintain the same or higher standards for skills and professionalism among replacement personnel as in personnel being replaced.

e. Each Party shall be responsible for the performance of all its obligations under this Agreement or the SLA as the case may be and shall be liable for the acts and omissions of its employees and agents in connection therewith.

f. Neither Party will solicit for employment or knowingly hire an employee of the other Party with whom such Party has contact pursuant to project engagements under this Agreement. This restriction shall not apply to employees of either Party responding to advertisements in job fairs or news media circulated to the general public.

g. The System Integrator shall establish and maintain an office at Chandigarh Tri – City (Chandigarh/ Panchkula/ Mohali) to house its key personnel deployed for the Project.

24.2 Independent Contractor

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

a. incur any expenses on behalf of the other Party;

b. enter into any engagement or make any representation or warranty on behalf of the other Party;

c. pledge the credit of or otherwise bind or oblige the other Party; or

d. commit the other Party in any way whatsoever without in each case obtaining the other Party's prior written consent.

24.3 Sub-contractors

System Integrator may subcontract the work of Cloud services and Manpower provisions only related to e-governance services with CSCL's prior written approval. The System Integrator shall provide the list of such services planned to be sub contracted, within 15 days of signing the Agreement. It is clarified that the System Integrator shall be the principal employer for all claims arising from the liabilities statutory or otherwise, concerning the sub-contractors. The System Integrator undertakes to indemnify the CSCL from any claims on the grounds stated hereinabove.

24.4 Assignment

a. All terms and provisions of this Agreement shall be binding on and shall inure to the benefit of the CSCL and their respective successors and permitted assigns.

b. Subject to Clause 5.3, the System Integrator shall not be permitted to assign its rights and obligations under this Agreement to any third party.

c. The CSCL may assign or novate all or any part of this Agreement and Schedules/Annexures, and the System Integrator shall be a party to such novation, to any third party contracted to provide outsourced services to CSCL or any of its nominees.

24.5 Trademarks, Publicity

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. 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 along or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement, the SLA or the business of the Parties without prior reference to and approval in writing from the other Party, such approval not to be unreasonably withheld or delayed provided however that System Integrator may include CSCL or its client lists for reference to third parties subject to the prior written consent of CSCL not to be unreasonably withheld or delayed. Such approval shall apply to each specific case and relate only to that case.

24.6 Notices

a. Any notice or other document which may be given by either Party under this Agreement or under the SLA shall be given in writing in person or by pre-paid recorded delivery post, email or by facsimile transmission.

b. In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

<Insert Address> Tel:

Fax:

Email:

Contact:

With a copy to:

System Integrator

Tel:

Fax:

Email:

Contact:

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

c. Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 9.00 am and 5.00 pm at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).

d. Either Party to this Agreement or to the SLA may change its address, telephone number, facsimile number and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

24.7 Variations and Further Assurance

a. No amendment, variation or other change to this Agreement or the SLA shall be valid unless authorised in accordance with the change control procedure as set out in the Change Control Schedule set out in Schedule I of this Agreement. Such amendment shall be made in writing and signed by the duly authorised representatives of the Parties to this Agreement or the SLA.

b. Each Party to this Agreement or the SLA agrees to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in this Agreement or the SLA.

24.8 Severability and Waiver

a. If any provision of this Agreement or the SLA, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the SLA or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.

b. No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement or the SLA of any right, remedy or provision of this Agreement or the SLA shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

24.9 Compliance with Applicable Law

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

24.10 Professional Fees

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

24.11 Ethics

The System Integrator represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or agent of CSCL in

connection with this agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of CSCL standard policies and may result in cancellation of this Agreement, or the SLA.

24.12   Entire Agreement

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

24.13   Amendment

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

25 GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

25.1   This Agreement shall be governed by and construed in accordance with the laws of India, and the Courts at Chandigarh shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

25.2   Dispute Resolution

25.2.1 Amicable Resolution

a. Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement, including those arising with regard to acts, decision or opinion of the CSCL (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in clause (b) below.

b. The Parties may refer such Dispute to the Chief Executive Officer, CSCL (or the Person holding charge) for the time being, for amicable settlement. Upon such reference, the Parties shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Disputes not amicably settled within 15 (fifteen) days of such meeting between the two, either Party may refer the Dispute to Arbitration in accordance with the provisions of Article 25.2.2 below.

25.2.2 Arbitration

Any dispute, difference or Claim arising out of or in connection with this agreement which is not resolved amicably shall be settled by Arbitration in accordance with the Provisions of the Arbitration and Conciliation Act, 1996 including the Arbitration and Conciliation (Amendment) Act, 2015 and any statutory modification/amendments thereof for the time being in force to be read with the Chandigarh Arbitration Centre (CAC) Rules, 2018. The appointment of Arbitrator(s) shall be made from the approved Panel of Arbitrators provided under the Chandigarh Arbitration Centre (CAC) (Arbitration Proceedings) Rules, 2018 as available on the website of High Court of Punjab and Haryana at Chandigarh i.e. https://highcourtchd.gov.in/?trs=adr_rules by the parties. The Dispute shall be referred to a Sole Arbitrator to be appointed by mutual consent of the Parties herein. In case of disagreement on the appointment of Sole Arbitrator by the parties, there shall be a Board of Three (3) Arbitrators of whom one shall be appointed by the CSCL, one shall be appointed by the SI, and the third shall be appointed by the two arbitrators appointed as aforesaid. The award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration Act subject to the rights

of the aggrieved parties to secure relief from any higher forum. The fees of the Arbitral Tribunal and the cost of the arbitration proceedings shall be borne by the Parties in equal proportions. Each Party shall be bear its own legal fees incurred as a result of any Dispute under this Clause. Pending the submission of and/or decision on a Dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement.

The arbitration proceedings shall be conducted in Chandigarh and the venue of the Arbitration proceedings shall be the Chandigarh Arbitration Centre. The arbitration proceedings shall be conducted in the English language.

IN WITNESS WHEREOF the Parties have by duly authorized Representatives set their respective hands and seal on the date first above Written in the presence of WITNESSES:

Signed by:

(Name and designation**)**

 For and on behalf of CSCL

(FIRST PARTY)

Signed by:

(Name and designation)

SYSTEM INTEGRATOR

 (Name and designation)

For and on behalf of System Integrator Signed by:

(SECOND PARTY)

WITNESSES:

1.

2.

26 SCHEDULES

SCHEDULE I – CHANGE CONTROL SCHEDULE

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

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

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

CHANGE MANAGEMENT PROCESS

    a.   **Change Request and Control**

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

       ii. CSCL and SI recognize that frequent change is an inevitable part of delivering services and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without a material effect on the cost. The SI will endeavour, wherever reasonably practicable, to effect change without an increase in the terms of payment as stated in the Terms of Payment, and CSCL will work together to ensure that all changes are discussed and managed in a constructive manner. This Change Control Schedule sets out the provisions which will apply to all the changes to this agreement. This Change Control Schedule sets out the provisions which will apply to changes to the CONTRACT.

    b.   **Change Order/Alteration/Variation**

        i. The SI agrees that the requirements/ quantities/ licenses/ specifications and Service requirements given in the RFP documents are minimum requirements and are in no way exhaustive and guaranteed by CSCL.

       ii. Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the quantities, specifications, etc. of the RFP documents which the SI had not brought out to the CSCL's notice till the time of award of work and not accounted for in his Bid shall not constitute a change order and such upward revisions and/or addition shall be carried out by SI without any time and cost effect to CSCL.

iii. It shall be the responsibility of the SI to meet all performance and other requirements of CSCL as stipulated in the RFP document / Contract. Any upward revisions / additions of quantities, specifications, technical manpower, service requirements to those specified byte SI in his Bid documents, that may be required to be made during installation /acceptance of the System or at any time during the contract in order to meet the conceptual design, objective and performance levels or other requirements as defined in the RFP documents shall not constitute a change order and shall be carried out by the SI without any change order and without any time and cost effect to CSCL whatsoever.

iv. CSCL may at any time, by a written change order given to the SI, make changes within the general scope of the Contract.

v. The written advice to any change shall be issued by CSCL to the SI up to 4 (four) weeks prior to the due date of commencement of services.

vi. In case of increase in Quantities/ Licenses / Specifications or Service requirements or in case of additional requirement/requirement outside the signed off SRS, the SI agrees to carry out / provision for such additional requirement at the rate and terms and conditions as provided in the Contract. In case of decrease in Quantities or Specifications of goods/ equipment or Service requirements, the Agency shall give a reduction in price at the rate given in the Contract corresponding to the said decrease.

vii. In case applicable rates for the increase/decrease in question are not available in the Contract then the rates as may be mutually agreed shall apply. The SI shall not be entitled to any claim by way of change of price, damages, losses, etc..

c. **Conditions for Change Order**

1. The change order will be initiated only in case

   a. CSCL directs in writing the SI to incorporate changes to the agreed upon deliverables or design requirements already covered in the Contract.

   b. CSCL directs in writing to the SI to include any addition to the scope of work or services covered under this Contract or delete any part thereof,

   c. SI requests to delete any part of the work which will not adversely affect the operational capabilities and functioning of the system and if the deletions proposed are agreed to by CSCL and for which cost and time benefits shall be passed on to CSCL

2. Any change order comprising an alteration which involves change in the cost of the services (which sort of alteration is hereinafter called a "Variation") shall be the Subject of an amendment to the Contract by way of an increase or decrease in the Contract Value and adjustment of the implementation schedule if any.

3. If there is a difference of opinion between the SI and CSCL's Representative on whether particular item, work or part of the work constitutes a change order or not, the matter shall be handled in accordance with the procedures set forth in the next section.

4. It is hereby also clarified here that any change of control suggested beyond 25 % of the value of this Project will be beyond the scope of the change control process and will be

considered as the subject matter for a separate bid process and a separate contract. It is hereby clarified that the 25% of the value of the Project as stated in herein above is calculated on the basis of bid value submitted by the System Integrator and accepted by the CSCL or as decided and approved by CSCL. For arriving at the cost / rate for change upto 25% of the project value, the payment terms and relevant rates as specified in Annexure D shall apply.

Proposed Category of Change

Application Software Description

Change request for any new module/change in module/functionality/Process reengineering etc., any new services and any new forms, etc.

Method of Evaluation

Man-months

Documents Required

- Detailed Project Plan

- Effort Estimates (Module wise/Process wise/Screen wise, as applicable)

- Resource Deployment Plan/Types of Resources

- Resource Plotting Sheet

- CVs/Profiles of Resources (if required)

- Techno-Commercial Proposal

Procedure for Change Control

1. Upon receiving any revised requirement/ advice, in writing, from CSCL, the SI would verbally discuss the matter with CSCL's Representative.

2. In case such requirement arises from the side of the SI, he would also verbally discuss the matter with CSCL's Representative giving reasons thereof.

3. In either of the cases, the representatives of both the parties will discuss on the revised requirement for better understanding and to mutually decide whether such requirement constitutes a change order or not.

4. If it is mutually agreed that such Requirement constitutes a "Change Order" then a joint memorandum will be prepared and signed by the SI and CSCL to confirm a "Change Order "and basic ideas of necessary agreed arrangement.

5. SI will study the revised requirement in accordance with the joint memorandum and assess subsequent schedule and cost effect, if any.

6. Upon completion of the study, the results of this study along with all relevant details including the estimated time and cost effect thereof with supporting documents would be submitted to CSCL to enable CSCL to give a final decision whether SI should proceed with the change order or not in the best interest of the works.

7. The estimated cost and time impact indicated by SI shall be considered as a ceiling limit and shall be provisionally considered for taking a decision to implement change order. The costs can be further negotiated by CSCL.

8. A Change Control Note (CCN) would be required to be prepared, the procedure of which has been described in subsequent sections.

9. The time impact applicable to the Contract shall be mutually agreed, subsequently, on the basis of the detailed calculations supported with all relevant back up documents.

10. In case SI fails to submit all necessary substantiation/ calculations and back up documents, the decision of CSCL regarding time and cost impact shall be final and binding on the SI.

11. If CSCL accepts the implementation of the change order in writing, which would be considered as change order, then SI shall commence to proceed with the enforcement of the change order pending final agreement between the parties with regard to adjustment of the Contract Value and the Schedule.

12. In case, mutual agreement, i.e. whether new requirement constitutes the change order or not, is not reached, then SI in the interest of the works, shall take up the enforcement of the change order, if advised in writing to do so by CSCL's Representative pending settlement between the two parties to the effect whether such requirement constitutes a change order or not as per the terms and conditions of Contract documents. The time and cost effects in such a case shall be mutually verified and recorded. Should it establish that the said work constitutes a change order, the same shall be compensated taking into account the records kept in accordance with the Contract.

13. The SI shall submit necessary back up documents for the change order showing the breakup of the various elements constituting the change order for the CSCL's review. If no agreement is reached between CSCL and SI within 60 days after CSCL's instruction in writing to carry out the change concerning the increase or decrease in the Contract Value and all other matters described above, either party may refer the dispute to arbitration.

Change Control Note ("CCN")

Change requests in respect of the CONTRACT, the Project Implementation, the operation, Scope of work and Requirement specifications will emanate from the Parties' respective Project Manager who will be responsible for obtaining approval for the change and who will act as its sponsor throughout the Change Control Process and will complete CCN as attached in the RFP.

Conditions for revised work / change order

The provisions of the Contract shall apply to revised work / change order as if the revised work/ Change order has been included in the original Scope of work. However, the Contract Value shall increase / decrease and the schedule shall be adjusted on account of the revised work /Change orders as may be mutually agreed in terms of provisions set forth of this section. The SI's obligations with respect to such revised work / change order shall remain in accordance with the Contract.

Quotation

1. The SI shall provide as part of CCN a minimum:

   a. a description of the change

   b. a list of deliverables required for implementing the change;

c. time table for implementation;

d. an estimate of any proposed change

e. any relevant acceptance criteria

f. an assessment of the value of the proposed change;

g. Material evidence to prove that the proposed change is not already covered within the Agreement and the scope of work.

2. Prior to submission of the completed CCN to CSCL, the SI will undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the SI shall consider the materiality of the proposed change in the context of the CONTRACT and the Project Implementation affected by the change and the total effect that may arise from implementation of the change.

Costs

Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided the SI meets the obligations as set in the CCN. In the event the 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 the SI.

Obligations

The SI shall be obliged to implement any proposed changes once approval in accordance with above provisions has been given, with effect from the date agreed for implementation and within an agreed timeframe. SI will not be obligated to work on a change until the parties agree in writing upon its scope, price and/or schedule impact.

SCHEDULE II - EXIT MANAGEMENT SCHEDULE

1 PURPOSE

1.1 This Schedule sets out the provisions, which will apply on expiry or termination of the CONTRACT, the Project Implementation, Operation and Management SLA.

1.2 In the case of termination of the Project Implementation and/or Operation and Management, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.

1.3 The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

2 TRANSFER OF ASSETS

2.1 CSCL shall be entitled to serve notice in writing on the SI at any time during the exit management period as detailed hereinabove requiring the SI and/or its sub-contractors to provide the CSCL with a complete and up to date list of the Assets within 30 days of such notice. CSCL shall then be entitled to serve notice in writing on the SI at any time prior to the date that is 30 days prior to the end of the exit management period requiring the SI to sell the Assets, if any, to be transferred to CSCL at book value as determined as of the date of such notice in accordance with the provisions of relevant laws.

2.2 In case of contract being terminated by CSCL, CSCL reserves the right to ask SI to continue running the project operations for a period of 6 months after termination orders are issued.

2.3 Upon service of a notice under this Article the following provisions shall apply:

i. In the event, if the Assets to be transferred are mortgaged to any financial institutions by the 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 CSCL.

ii. All risk in and title to the Assets to be transferred / to be purchased by the CSCL pursuant to this Article shall be transferred to CSCL, on the last day of the exit management period.

iii. CSCL shall pay to the SI on the last day of the exit management period such sum representing the Net Block (procurement price less depreciation as per provisions of Companies Act) of the Assets, if any, to be transferred as stated in the Terms of Payment Schedule.

iv. Payment to the outgoing SI shall be made to the tune of last set of completed services / deliverables, subject to SLA requirements.

v. The outgoing SI will pass on to CSCL and/or to the Replacement SI, the subsisting rights in any leased properties/ licensed products on terms not less favorable to CSCL/ Replacement SI, than that enjoyed by the outgoing SI.

3 COOPERATION AND PROVISION OF INFORMATION

3.1 During the exit management period:

i. The System Integrator will allow the CSCL access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the CSCL to assess the existing services being delivered;

ii. promptly on reasonable request by the CSCL, 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 System Integrator or sub contractors appointed by the System Integrator). The CSCL shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The System Integrator shall permit the CSCL to have reasonable access to its employees and facilities as reasonably required by the Chairman, PIU to understand the methods of delivery of the services employed by the System Integrator and to assist appropriate knowledge transfer.

4 CONFIDENTIAL INFORMATION, SECURITY AND DATA

4.1 The System Integrator will promptly on the commencement of the exit management period supply to the CSCL the following:

i. information relating to the current services rendered and customer and performance data relating to the performance of sub contractors in relation to the services;

ii. documentation relating to Computerization Project's Intellectual Property Rights;

iii. documentation relating to sub-contractors;

iv. all current and updated data as is reasonably required for purposes of CSCL transitioning the services to its Replacement System Integrator in a readily available format nominated by the CSCL;

v. all other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable CSCL, or its Replacement System Integrator to carry out due diligence in order to transition the provision of the Services to CSCL, or its Replacement System Integrator (as the case may be).

4.2 Before the expiry of the exit management period, the System Integrator shall deliver to the CSCL all new or up-dated materials from the categories set out in Schedule above and shall not retain any copies thereof, except that the System Integrator shall be permitted to retain one copy of such materials for archival purposes only.

4.3 Before the expiry of the exit management period, unless otherwise provided under the Contract, the CSCL shall deliver to the System Integrator all forms of System Integrator confidential information, which is in the possession or control of Chairperson, PIU or its users.

5 EMPLOYEES

5.1 Promptly on reasonable request at any time during the exit management period, the System Integrator shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the CSCL a list of all employees (with job titles) of the System Integrator dedicated to providing the services at the commencement of the exit management period.

5.2 Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the System Integrator to the CSCL, or a Replacement System Integrator ("Transfer Regulation") applies to any or all of the employees of the System Integrator, then the Parties shall comply with their respective obligations under such Transfer Regulations.

6   TRANSFER OF CERTAIN AGREEMENTS

On request by the CSCL the System Integrator shall effect such assignments, transfers, licences and sub-licences as the Chairperson, PIU may require in favour of the Chairperson, PIU, or its Replacement System Integrator in relation to any equipment lease, maintenance or service provision agreement between System Integrator and third party lessors, vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by the CSCL or its Replacement System Integrator.

7   RIGHTS OF ACCESS TO PREMISES

7.1   At any time during the exit management period, where Assets are located at the System Integrator's premises, the System Integrator will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) the CSCL and/or any Replacement System Integrator in order to make an inventory of the Assets.

7.2   The System Integrator shall also give the CSCL, or any Replacement System Integrator right of reasonable access to the Implementation Partner's premises and shall procure the CSCL and any Replacement System Integrator 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 Contract as is reasonably necessary to migrate the services to the CSCL, or a Replacement System Integrator.

8   General Obligations of the System Integrator

8.1   The System Integrator shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the CSCL or its Replacement System Integrator and which the System Integrator has in its possession or control at any time during the exit management period.

8.2   For the purposes of this Schedule, anything in the possession or control of any System Integrator, associated entity, or sub-contractor is deemed to be in the possession or control of the System Integrator.

8.3   The System Integrator shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

9   Exit Management Plan

9.1   The System Integrator shall provide the CSCL with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the Contract as a whole and in relation to the Project Implementation, and the Operation and Management SLA.

    i.   A detailed program of the transfer process that could be used in conjunction with a Replacement System Integrator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;

    ii.   plans for the communication with such of the System Integrator's sub contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the CSCL's operations as a result of undertaking the transfer;

    iii.   (if applicable) proposed arrangements for the segregation of the System Integrator's networks from the networks employed by CSCL and identification of specific security tasks necessary at termination;

iv.   Plans for provision of contingent support to CSCL, and Replacement System Integrator for a reasonable period after transfer.

9.2   The System Integrator shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.

9.3   Each Exit Management Plan shall be presented by the SI to and approved by the CSCL.

9.4   The terms of payment as stated in the Terms of Payment Schedule include the costs of the SI complying with its obligations under this Schedule.

9.5   In the event of termination or expiry of Contract, and Project Implementation, each Party shall comply with the Exit Management Plan.

9.6   During the exit management period, the SI shall use its best efforts to deliver the services.

9.7   Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

9.8   This Exit Management plan shall be furnished in writing to the CSCL within 90 days from the Effective Date of this Agreement.

Schedule III - Audit, Access and Reporting

1 Purpose

This Schedule details the audit, access and reporting rights and obligations of the CSCL and the SI.

2 Audit Notice and Timing

2.1   As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavours to agree to a timetable for routine audits during the Project Implementation Phase and the Operation and Management Phase. Such timetable during the Implementation Phase, the CSCL and thereafter during the operation Phase, the CSCL shall conduct routine audits in accordance with such agreed timetable and shall not be required to give the SI any further notice of carrying out such audits.

2.2   The CSCL may conduct non-timetabled audits at his/ her own discretion if it reasonably believes that such non-timetabled audits are necessary as a result of an act of fraud by the SI, a security violation, or breach of confidentiality obligations by the SI, provided that the requirement for such an audit is notified in writing to the 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. If the SI considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure as set out in the Governance Schedule.

2.3   The frequency of audits shall be a (maximum) half yearly, provided always that the CSCL shall endeavour to conduct such audits with the lowest levels of inconvenience and disturbance practicable being caused to the SI. Any such audit shall be conducted by with adequate notice of 2 weeks to the SI.

2.4   CSCL will ensure that any 3rd party agencies (except CAG) appointed to conduct the audit will not be the competitor of SI and will be bound by confidentiality obligations.

3 Access

The SI shall provide to the CSCL reasonable access to employees, subcontractors, suppliers, agents and third party facilities as detailed in the RFP, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections. The Chairperson, PIU / Steering Committee shall have the right to copy and retain copies of any relevant records. The SI shall make every reasonable effort to co-operate with them.

4 Audit Rights

4.1   The CSCL shall have the right to audit and inspect suppliers, agents and third party facilities (as detailed in the RFP), data centres, documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:

i.   The security, integrity and availability of all data processed, held or conveyed by the Partner on behalf of CSCL and documentation related thereto;

ii.   That the actual level of performance of the services is the same as specified in the SLA;

iii.   That the SI has complied with the relevant technical standards, and has adequate internal controls in place; and

iv.   The compliance of the SI with any other obligation under the Contract and SLA.

v.   Security audit and implementation audit of the system shall be done once each year, the cost of which shall be borne by the SI.

vi.   For the avoidance of doubt the audit rights under this Schedule shall not include access to the SI's profit margins or overheads, any confidential information relating to the SI' employees, or (iii) minutes of its internal Board or Board committee meetings including internal audit, or (iv) such other information of commercial-in-confidence nature which are not relevant to the Services associated with any obligation under the Contract.

5   Audit Rights of Sub-Contractors, Suppliers and Agents

5.1   The SI shall use reasonable endeavours to achieve the same audit and access provisions as defined in this Schedule with sub-contractors who supply labour, services in respect of the services. The SI shall inform the CSCL prior to concluding any sub-contract or supply agreement of any failure to achieve the same rights of audit or access.

5.2   REPORTING: The SI will provide quarterly reports to the Chairperson, PIU / Steering committee regarding any specific aspects of the Project and in context of the audit and access information as required by the CSCL.

6   Action and Review

6.1   Any change or amendment to the systems and procedures of the 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.

6.2   Any discrepancies identified by any audit pursuant to this Schedule shall be immediately notified to the CSCL and the SI Project Manager who shall determine what action should be taken in respect of such discrepancies in accordance with the terms of the Contract.

7   Terms of Payment

The CSCL shall bear the cost of any audits and inspections. The terms of payment are exclusive of any costs of the SI and the sub-contractor, for all reasonable assistance and information provided under the Contract, the Project Implementation, Operation and Management SLA by the SI pursuant to this Schedule.

8   Records and Information

For the purposes of audit in accordance with this Schedule, the SI shall maintain true and accurate records in connection with the provision of the services and the SI shall handover all the relevant records and documents upon the termination or expiry of the Contract.

Schedule IV - Governance Schedule

1   Purpose

The purpose of this Schedule is to:

i.   establish and maintain the formal and informal processes for managing the relationship between the CSCL and the System Integrator (including the outputs from other Schedules to this Agreement;

ii.   define the principles that both Parties wish to follow to ensure the delivery of the Services;

iii. ensure the continued alignment of the interests of the Parties;

iv.   ensure that the relationship is maintained at the correct level within each Party;

v.   create the flexibility to revise and maintain the relationship and this Agreement during the Term;

vi.   set out the procedure for escalating disagreements; and

vii. enable contract administration and performance management.

2   Governance Structure

1.   Project Managers: The relationship under this Agreement will be managed by the Project Managers appointed by each Party, who will provide the interface between the executive management of the respective Parties.

2.   Project Implementation Unit (PIU): Within 7 days following the Effective Date, CSCL and the System Integrator shall each appoint a Project Manager. In the event that either Party wishes to substitute its Project Manager it will do so in manner in which the original appointment is made and notify the other Party of such substitution as soon as reasonably practicable but at the latest within 7 days of the substitution.

3.   The Project Managers shall have responsibility for maintaining the interface and communication between the Parties.

4.   The PIU will meet formally on a fortnightly / monthly / quarterly, as required, basis at a time and location to be agreed between them. These meetings will cover, as a minimum, the following agenda items: (i) consideration of Quarterly Performance Reports; (ii) consideration of matters arising out of the Change Control Schedule; (iii) matters to be brought before the PIU in accordance with the Contract and the Schedules; (iv) any matter brought before the PIU by the System Integrator under this Article; and (v) any other issue which either Party wishes to add to the agenda.

5.   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 PIU any appropriate amendment to the Agreement or any Service Level Agreements 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.

3   Governance Procedures

3.1   The System Integrator shall document the agreed structures in a procedures manual.

3.2   The agenda for each meeting of the PIU 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. Copies of the agenda for meetings of the PIU, along with relevant pre-reading material, shall be distributed at least one week in advance of the relevant meeting.

3.3   All meetings and proceedings will be documented such documents to be distributed to the Parties and copies shall be kept as a record. All actions, responsibilities and accountabilities arising out of any meeting shall be tracked and managed.

3.4   The Parties shall ensure as far as reasonably practicable that the PIU shall resolve the issues and resolve the objectives placed before them and that members representing that Party are empowered to make relevant decisions or have easy access to empowered individuals for decisions to be made to achieve this.

3.5   In order formally to submit a Disputed Matter to the aforesaid for a, 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.

3.6   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 parties 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 as per the process mentioned in Article 25.2.

3.7   All negotiations, statements and / or documentation pursuant to these Articles shall be without prejudice and confidential (unless mutually agreed otherwise).

3.8   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.

Schedule V - Terms of Payment Schedule

The following schedule would be followed for payment during the Project implementation:

Please refer to Annexure C of this schedule to find the details of the deliverables mentioned below.

CAPEX

Payment Milestones for the implementation	Payment Schedule
Approval of Software Requirement Specifications and System Design & Configuration Report.	5% of the Contract Value
Software Development report	15% of the Contract Value
Training Completion	5% of the Contract Value
Go Live Sign Off and Final Roll Out	15% of the Contract Value

OPEX

O&M and Hosting on Cloud	1st Year	10% of the Contract value to be paid in 4 equal Instalments post Roll Out of the Complete Solution
	2nd Year	11% of the Contract value to be paid in 4 equal Instalments post Roll Out of the Complete Solution
	3rd Year	12% of the Contract value to be paid in 4 equal Instalments post Roll Out of the Complete Solution
	4th Year	13% of the Contract value to be paid in 4 equal Instalments post Roll Out of the Complete Solution
	5th Year	14% of the Contract value to be paid in 4 equal Instalments post Roll Out of the Complete Solution

Annexure A – Format For Change Control Notice

Change Control Note	CCN Number:

Part A: Initiation

Title:	
Originator:	
Sponsor:	
Date of Initiation:	

Details of Proposed Change

(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2,and A3 etc.)

Authorised by CSCL	Date:
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, service levels and component working arrangements and any other contractual issue.

Brief Description of Solution:
Impact:
Deliverables:
Timetable:
Charges for Implementation: (including a schedule of payments)
Other Relevant Information:

(including value-added and acceptance criteria)	
Authorised by the System Integrator	Date:
Name:	
Signature:	
Change Control Note	CCN Number :
Part C : Authority to Proceed	
Implementation of this CCN as submitted in Part A, in accordance with Part B is: (tick as appropriate)	
Approved	
Rejected Requires Further Information (as follows, or as Attachment 1 etc.)	
For CSCL	For the System Integrator
Signature	Signature
Name	Name
Title	Title
Date	Date

Annexure B - List of Services Provided By The System Integrator

Various services to be offered by the System Integrator as provided in this document.

Annexure C –Required Deliverable and Associated Timelines

Minimum Project Deliverables

Deliverable No.	Deliverable
1.	Kick-off presentation
2.	Project charter should cover the following: - Study of scope of work & functional coverage - Detailed project plan should include: Project implementation approach Work breakdown structure Delivery schedule Key milestones Resource deployment - Change & communication management plan should include: Change control procedure - Exit management plan
3.	Software Requirements Specifications should cover the following: - Detailed requirement capture with Gap Analysis - Software requirement - Interface specifications - Application security requirements - Identify third party interfaces required along with the specifications - Requirements sign-off
4.	System Design & Configuration report should cover the following: - System Configuration and function wise configuration needs as per the design envisaged - Customization Development Plan and Design/development plan of components of functionalities that are not available - Test Plans and Test cases (including Unit Test Plan, System/Integration Test Plan, User Acceptance Test Plan, Security Test Plan, Load Test Plan) Data Digitization and Migration plan - High Level Software Design document including Software Architecture design, Logical and Physical Database Design - Detailed training plan, Training Materials and Curriculums, - Backup Policy for Cloud - User Acceptance Test Cases, Unit Test Cases - Reporting Formats
5.	Cloud enabled Data Centers establishment report should cover the following: - Specifications & Design of Data Center and Disaster Recovery
6.	Software Development report should cover the following: - Complete Source Code with documentation - Software Testing Documentation (including details of defects/bugs/errors and their resolution) - Test Results, User Acceptance Test Scripts, Integration Test Results/Cases - System Integration Tests (SIT) - Certification from Govt. empanelled agencies STQC & CERT IN - Setup of application on the Cloud Data Centre (Staging Server) - Data Digitization and Migration - User Acceptance Test (UAT) - Go Live Confirmation / UAT Sign off - Periodic data backup and archival post Go-Live. Backup data should be tested for restorability on a quarterly basis.
7.	Training report should cover the following:

S. No.		Deliverable	
8.		Overall System Deployment report should cover the following: - User Manuals and System Manuals - Go-Live sign off report (Solution deployed on Production Server) - Pending Issues in the system, Dependencies - Updated System Design documents, specifications for every change Request - Updated user Manuals, administration manuals, training manuals	
9.		Monitoring Reports should cover the following: - Performance Monitoring reports for system - SLA Compliance Reports - Patches/ Upgrades of all components - Incremental updates to solution - Change Requests Managed - Issue/ Problem/ Bugs/Defect Tracker - On-Going Project Updates The above reports will be produced as and when required by the CSCL.	

(Note: the top of the table shows two trailing bullet lines from item 7)

- Training session-wise completion reports
- Certification from CSCL officials confirming successful completion of Trainings

Tentative Project Timelines

Please refer to above table to find the details of the deliverables mentioned below:

T is the date of issuing of letter of Intent (LOI)

S. No.	Milestone	Submission of Deliverables	Timelines (in Months)
1	Phase 1(a)	Project Initiation	T+1 Months
	Planning And Design	Kick-off presentation Project charter	T+1 Month(s)
2	Phase 1(b)	Project Initiation	T+2 Months (T1)
	Planning And Design	Software Requirements Specifications System Design & Configuration report	T+2Months (T1)
3	Phase 2	Project Implementation Phase	T1+10 Months(T2)
	2(a)	Development, Supply & configuration, Deployment, Testing & Commissioning: Web Portal of CSCL Cloud enabled Data Centre and Data Recovery Development, integration, Supply & configuration, Deployment, Testing & Commissioning: All Citizen related services	T1+3
	2 (b)	Software Development Report	T1+4
	2(c)	Training Report	T1+4
	2(d)	Overall System Deployment	T1+5
	2(e)	All internal services & Native Mobile Apps (IOS & Android)	T1+8Month(s)
	2(f)	Software Development Report	T1+9
	2(g)	Training Report	T1+9
	2(h)	Overall System Deployment	T1+10

4	Phase 3	Operation and Maintenance phase	T2 + 60 Months
		Monitoring Reports	As per the requirement

ANNEXURE D - BID

As per Bidding Formats provided in Volume 1 of this Document.

Annexure E – Bill of Material

Financial Proposal

All associated costs (overheads, travel, project management) etc must be included in the per man month costs. CSLC will provision for 7% increase in man month cost per annum after the rollout of the solution.

(Please fill this information in e-Procurement System Template)

Sl. No.	Item Description	Item Code / Make	Quantity	Units	BASIC RATE Rs.	GST Amount in INR Rs.	TOTAL AMOUNT Without Taxes Rs.	TOTAL AMOUNT With Taxes Rs.	TOTAL AMOUNT In Words
1	2	3	4	5	7	9	13	14	15
1	**Design, Development, Customization and Deployment of Web Portal and e-Governance Services**								
1.01	CSCL Web Portal	item1	1.00	Lump Sum			0.00	0.00	INR Zero Only
1.02	Hybrid Mobile application	item2	1.00	Lump Sum			0.00	0.00	INR Zero Only
1.03	Any specific hardware required to run the solution	item3	1.00	Lump Sum			0.00	0.00	INR Zero Only
1.04	Water Supply and Sewerage Connections	item4	1.00	Lump Sum			0.00	0.00	INR Zero Only
1.05	Online Permission Management (NOC and Permissions)	item5	1.00	Lump Sum			0.00	0.00	INR Zero Only

Sl. No.	Item Description	Item Code / Make	Quantity	Units	BASIC RATE Rs.	GST Amount in INR Rs.	TOTAL AMOUNT Without Taxes Rs.	TOTAL AMOUNT With Taxes Rs.	TOTAL AMOUNT In Words
1.06	Estate Branch	item6	1.00	Lump Sum			0.00	0.00	INR Zero Only
1.07	Online Booking of Open Space Building Material	item7	1.00	Lump Sum			0.00	0.00	INR Zero Only
1.08	Fire Service	item8	1.00	Lump Sum			0.00	0.00	INR Zero Only
1.09	Online Grievance Complaint Services	item9	1.00	Lump Sum			0.00	0.00	INR Zero Only
1.10	E- Challan Encroachment	item10	1.00	Lump Sum			0.00	0.00	INR Zero Only
1.11	E-Horticulture Services	item11	1.00	Lump Sum			0.00	0.00	INR Zero Only
1.12	National Urban Livelihoods Mission	item12	1.00	Lump Sum			0.00	0.00	INR Zero Only
1.13	Trade & Market License	item13	1.00	Lump Sum			0.00	0.00	INR Zero Only
1.14	Rented Properties under Colony Branch and Estate Office	item14	1.00	Lump Sum			0.00	0.00	INR Zero Only
1.15	Automated Approval of Building Plan / Drawings	item15	1.00	Lump Sum			0.00	0.00	INR Zero Only
1.16	Booking of Banquet Hall / Community Hall	item16	1.00	Lump Sum			0.00	0.00	INR Zero Only

Sl. No.	Item Description	Item Code / Make	Quantity	Units	BASIC RATE Rs.	GST Amount in INR Rs.	TOTAL AMOUNT Without Taxes Rs.	TOTAL AMOUNT With Taxes Rs.	TOTAL AMOUNT In Words
1.17	Integration with Property Tax Management System	item17	1.00	Lump Sum			0.00	0.00	INR Zero Only
1.18	Integration with Birth and Death Certificate	item18	1.00	Lump Sum			0.00	0.00	INR Zero Only
1.19	Store Management	item19	1.00	Lump Sum			0.00	0.00	INR Zero Only
1.20	Legal	item20	1.00	Lump Sum			0.00	0.00	INR Zero Only
1.21	Financial Accounting	item21	1.00	Lump Sum			0.00	0.00	INR Zero Only
1.22	Audit	item22	1.00	Lump Sum			0.00	0.00	INR Zero Only
1.23	Public Relation Department	item23	1.00	Lump Sum			0.00	0.00	INR Zero Only
1.24	Workflow Management System / Business Process Management system(BPM)	item24	1.00	Lump Sum			0.00	0.00	INR Zero Only
1.25	Apni Mandi And Day Market	item25	1.00	Lump Sum			0.00	0.00	INR Zero Only
1.26	DAK	item26	1.00	Lump Sum			0.00	0.00	INR Zero Only
1.27	Agenda Branch	item27	1.00	Lump Sum			0.00	0.00	INR Zero Only

Sl. No.	Item Description	Item Code / Make	Quantity	Units	BASIC RATE Rs.	GST Amount in INR Rs.	TOTAL AMOUNT Without Taxes Rs.	TOTAL AMOUNT With Taxes Rs.	TOTAL AMOUNT In Words
1.28	Work management system	item28	1.00	Lump Sum			0.00	0.00	INR Zero Only
1.29	Sports & Cultural Department	item29	1.00	Lump Sum			0.00	0.00	INR Zero Only
1.30	Dashboard	item30	1.00	Lump Sum			0.00	0.00	INR Zero Only
1.31	Integration with RTI	item31	1.00	Lump Sum			0.00	0.00	INR Zero Only
1.32	Integration with E-Awas	item32	1.00	Lump Sum			0.00	0.00	INR Zero Only
1.33	Integration with HR And Payroll	item33	1.00	Lump Sum			0.00	0.00	INR Zero Only
1.34	Data Digitization	item34	28000.00	Lump Sum			0.00	0.00	INR Zero Only
2	**Software Licenses**								
2.01	Operating System	item35	1.00	No.			0.00	0.00	INR Zero Only
2.02	Database	item36	1.00	No.			0.00	0.00	INR Zero Only
2.03	Anti-Virus	item37	1.00	No.			0.00	0.00	INR Zero Only

Sl. No.	Item Description	Item Code / Make	Quantity	Units	BASIC RATE Rs.	GST Amount in INR Rs.	TOTAL AMOUNT Without Taxes Rs.	TOTAL AMOUNT With Taxes Rs.	TOTAL AMOUNT In Words
2.04	Backup and Archival	items38	1.00	No.			0.00	0.00	INR Zero Only
2.05	Any specific software required for the solution	items39	1.00	No.			0.00	0.00	INR Zero Only
3	**Cloud Hosting & Transactional SMS**								
3.01	Per Month charges for hosting the solution on cloud for DC and DR including support (Pls Fill 1 Month Cost)	Item40	12.00	Month			0.00	0.00	INR Zero Only
3.02	Transactional SMS 5 lakh per year	item41	60.00	Month			0.00	0.00	INR Zero Only
4	**Operations and Maintenance Costs for the entire Project**								
4.01	Operations and Maintenance of the application and system software for 5 years after Go - Live along with deployment of manpower as necessary including the support Engineers (Pls Fill 1 Month Cost)	item42	60.00	Month			0.00	0.00	INR Zero Only

Sl. No.	Item Description	Item Code / Make	Quantity	Units	BASIC RATE Rs.	GST Amount in INR Rs.	TOTAL AMOUNT Without Taxes Rs.	TOTAL AMOUNT With Taxes Rs.	TOTAL AMOUNT In Words
5	Integration with integrated Command and Control Center(ICCC)	item43	1.00	Lump Sum			0.00	0.00	INR Zero Only
6	**Man Power (For Price Discovery Only)**								
6.01	Junior Developer	item44	1.00	Month			0.00	0.0000	INR Zero Only
6.02	Senior Developer	item45	1.00	Month			0.00	0.0000	INR Zero Only
6.03	Technical Lead	item46	1.00	Month			0.00	0.0000	INR Zero Only
6.04	Solution Architect	item47	1.00	Month			0.00	0.0000	INR Zero Only
6.05	Business Analyst / Domain Experet	item48	1.00	Month			0.00	0.0000	INR Zero Only
6.06	Project Manager	item49	1.00	Month			0.00	0.0000	INR Zero Only
6.07	Database Administrator	Item50	1.00	Month			0.00	0.0000	INR Zero Only
6.08	Trainer	item51	1.00	Month			0.00	0.0000	INR Zero Only
6.09	Any Other Resouce Required	item52	1.00	Month			0.00	0.0000	INR Zero Only

Sl. No.	Item Description	Item Code / Make	Quantity	Units	BASIC RATE Rs.	GST Amount in INR Rs.	TOTAL AMOUNT Without Taxes Rs.	TOTAL AMOUNT With Taxes Rs.	TOTAL AMOUNT In Words
7	**Enhancement request charges for price discovery**								
7.01	Simple Report	item53	1.00	No.			0.00	0.0000	INR Zero Only
7.02	Report With Medium Complexity	item54	1.00	No.			0.00	0.0000	INR Zero Only
7.03	Complex Report	item55	1.00	No.			0.00	0.0000	INR Zero Only
7.04	Simple Master	item56	1.00	No.			0.00	0.0000	INR Zero Only
7.05	Complex Master	item57	1.00	No.			0.00	0.0000	INR Zero Only
7.06	Simple Form	item58	1.00	No.			0.00	0.0000	INR Zero Only
7.07	Form with Medium Complexity	item59	1.00	No.			0.00	0.0000	INR Zero Only
7.08	Complex Form	Item60	1.00	No.			0.00	0.0000	INR Zero Only
7.09	Unit Cost for Integration Service	Item61	1.00	No.			0.00	0.0000	INR Zero Only
7.10	Unit Cost for Implementation Service	item62	1.00	No.			0.00	0.0000	INR Zero Only
7.11	Data Digitization – A4 Page	Item63	1.00	No.			0.00	0.0000	INR Zero Only

Sl. No.	Item Description	Item Code / Make	Quantity	Units	BASIC RATE Rs.	GST Amount in INR Rs.	TOTAL AMOUNT Without Taxes Rs.	TOTAL AMOUNT With Taxes Rs.	TOTAL AMOUNT In Words
7.12	Data Digitization – A3 Page	Item64	1.00	No.			0.00	0.0000	INR Zero Only
Total in Figures							**0.00**	**0.00**	INR Zero Only
Quoted Rate in Words									

Enhancement Request Charges (For Price Discovery)

In the case of any approved enhancement requests, CSCL may use the costs proposed here to arrive at the price of the enhancement request.

The definition of each of these line items will be mutually discussed and agreed with the successful bidder.

Sl. No.	Item Description	Unit	Number of man Months for each of the resources considered for development and / or customization of the modules									
	Effort estimates for application development and Customization (For price Discovery Only)		Project Manager	Jr. Developer	Sr. Developer	Technical Lead	Solution Architect	Business Analyst/ Domain Expert	Project Manager	Database Administrator	Trainer	Any Other Resource Required
1	CSCL Web	Month										

	Portal											
2	Hybrid Mobile application	Month										
3	Any specific hardware required to run the solution	Month										
4	Water Supply and Sewerage Connections	Month										
5	Online Permission Management (NOC and Permissions)	Month										
6	Estate Branch	Month										
7	Online Booking of Open Space Building Material	Month										
8	Fire Service	Month										
9	Online Grievance Complaint Services	Month										
10	E- Challan Encroachment	Month										
11	E- Horticulture	Month										

	Services											
12	National Urban Livelihoods Mission	Month										
13	Trade & Market License	Month										
14	Rented Properties under Colony Branch and Estate Office	Month										
15	Automated Approval of Building Plan / Drawings	Month										
16	Booking of Banquet Hall / Community Hall	Month										
17	Integration with Property Tax Management System	Month										
18	Integration with Birth and Death Certificate	Month										
19	Store Managemen	Month										

	t													
20	Legal	Month												
21	Financial Accounting	Month												
22	Audit	Month												
23	Public Relation Department	Month												
24	Workflow Management System / Business Process Management system(BPM)	Month												
25	Apni Mandi And Day Market	Month												
26	DAK	Month												
27	Agenda Branch	Month												
28	Work management system	Month												
29	Sports & Cultural Department	Month												
30	Dashboard	Month												
31	Integration with RTI	Month												
32	Integration	Month												

	with E-Awas										
33	Integration with HR And Payroll	Month									

Depth of Work/ Enhancement Request shall be mutually agreed between CSCL and System Integrator. However, in case of any discrepancy decision of Technical Committee of CSCL shall be binding

Annexure F – Roles and Responsibilities of the Parties

Roles and Responsibilities of System Integrator

1. Preparation of Detailed Project Plan in line with the overall plan provided in this Agreement. The same should be prepared in consultation with CSCL.

2. Procure, develop, install, commission, operate and maintain:

a) Requisite solution as per the requirements mentioned in this Agreement.

b) Data Center- To set up application on the cloud based DC and ensure the backup & DR as per the scope mentioned in the document.

c) Meet the defined SLAs for the performance of the system.

3. Addressing technology obsolescence by appropriate upgradation, replacement and / or replenishment of systems deployed at various locations (data center, DR and other locations).

4. Keep all system software i.e. OS, antivirus, office applications etc., for Servers etc. at Data Centre and various locations, up to date by installing regular upgrades / patches.

5. Rectification of system software problems due to crashing or malfunctioning of the OS, RDBMS or front end within the time limits to meet the SLAs as defined in this Agreement.

6. Develop / customize, deploy and maintain the requisite Software Solution as per the requirements of the Authority at appropriate locations.

7. Ensure adequate security of software system from all kinds of cyber threats including but not limited to viruses, Trojan horses, spyware, worms, Denial of Service (DoS) attack, natural disaster, man-made disaster etc.

8. Provide necessary support for the resolution of bugs, patches, updates & upgrades of the software solution.

9. Provide necessary manpower for managing the Change Requests.

10. Design various manuals like User manual, Trouble Shooting manual etc. for the system.

11. Submit the source code of any Bespoke software development to the CSCL.

12. Provide computer basic skills training and advanced training on application modules to the staff members and stakeholders of the Authority.

13. Maintain the business continuity, as per agreed business continuity plan.

14. Deploy requisite manpower and infrastructure for the digitization of the existing data.

15. Deploy the required manpower for requisite operation for database and Application management, Monitoring Report generation during the operation and Maintain phase as per the scope of work defined in this RFP

16. Ensuring the SLAs for downtime of system, software development / customization, procurement and delivery of software, errors in

data entry as defined in the Agreement are met.

17. Management and quality control of all services and infrastructure.

18. Any other services which is required for the successful execution of the project.

19. Regular Backup as per the schedule and Disaster Recovery.

20. Generation of MIS reports as per the requirements of CSCL.

21. Generation of the report for the monitoring of SLAs.

22. Meet the defined Technical Specifications for the IT Infrastructure keeping in mind the application and future requirements of the CSCL.

23. Requirement Analysis & Gap Identification

24. Design & Development of CSCL web portal(Multilingual).

25. Design & Development of Back Office System & E-governance services

26. Data Centre and Disaster Recovery on Cloud.

27. Development of hybrid mobile applications.

28. Data Migration and Digitization as per requirement specified in the RFP.

29. Testing and Acceptance Phase.

30. Training & Capacity Building.

Roles and Responsibilities of CSCL

1. Provide adequate space at the CSCL's premises for setting up of infrastructure, software development and other activities to be carried out by the System Integrator.
2. Coordination between all the divisions for providing necessary information for the study and development / customization of the necessary solution.
3. Co-ordination with other Government agencies to assist the selected bidder in execution of the project.
4. Coordinate with System Integrator for conducting workshops for the Stakeholder departments.
5. Provide the data available in the form of physical files or existing databases to the selected bidder for digitization purposes.
6. Deployment of staff members of the CSCL for verification of the digitized data within the defined timelines.
7. Ensure that Data Backups are being taken regularly by System Integrator as per the schedule agreed upon.
8. Ensure that the hardware and other infrastructure deployed meets the specifications as mentioned in Agreement and is maintained properly to meet the SLAs as defined in Agreement.
9. Monitoring of overall timelines, SLAs and calculation of penalties accordingly.
10. Conducting User Acceptance Test (UAT) for the application solution deployed.
11. Issuing the Acceptance Certificate on successful deployment of the software application, hardware deployed, digitized data and for other components of the Scope of Work (wherever required).
12. Any other requirements that could arise during operations for effective governance and to meet any administrative requirement.
13. To create internal capacity now for execution of the project after takeover from the System Integrator.
14. Ensuring the staff members and other stakeholders attend the training programs as per the schedule defined by the System Integrator and agreed upon by CSCL.
15. Provide sign off on the deliverables of the project including Software Requirements Specifications (SRS), design documents etc.

Non-Disclosure Agreement

THIS AGREEMENT is made on this the <***> day of <***> 20--- at <***>, India.

BETWEEN

--- having its office at --------------------
--- India hereinafter referred to as 'CSCL', which expression shall, unless the context otherwise requires, include its permitted successors and assigns);

AND

<***>, a Company incorporated under the Companies Act, 1956/2013, having its registered office at <***> (hereinafter referred to as 'the System Integrator/SI' which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the 'Parties' and individually as a 'Party'.

WHEREAS :

   a. CSCL is desirous to implement the project of e-governance services for Chandigarh Smart City.
   b. The CSCL and System Integrator have entered into a Contract Agreement dated <***> (the "Contract") as well as a Service Level Agreement dated <***> (the "SLA") in furtherance of the Project.
   c. Whereas in pursuing the Project (the "Business Purpose"), a Party ("Disclosing Party) recognizes that they will disclose certain Confidential Information (as defined hereinafter) to the other Party ("Receiving Party").
   d. Whereas such Confidential Information (as defined hereinafter) belongs to Receiving Party as the case may be and is being transferred to the Disclosing Party to be used only for the Business Purpose and hence there is a need to protect such information from unauthorized use and disclosure.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

1. Definitions And Interpretation
    1.1. Definitions

    Terms and expressions used in this Agreement (including the Introduction) shall have the same meanings set out in the CONTRACT.

    1.2. Interpretation

    In this Agreement, unless otherwise specified:

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

g. references to a 'business day' shall be construed as a reference to a day (other than a Sunday) on which banks in the UT of Chandigarh are generally open for business;

h. references to times are to Indian standard time;

i. a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and

j. all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

1.3. Measurements and Arithmetic Conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

1.4. Ambiguities within Agreement

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

a. as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;

b. as between the provisions of this Agreement and the Schedules, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules; and

c. as between any value written in numerals and that in words, the value in words shall prevail.

1.5. Priority of agreements

The Parties hereby expressly agree that for the purpose of giving full and proper effect to this Agreement, the CONTRACT and this Agreement shall be read together and construed harmoniously. In the event of any conflict between the CONTRACT and this Agreement, the provisions contained in the CONTRACT shall prevail over this Agreement.

2. Term

This Agreement will remain in effect for five years from the date of the last disclosure of Confidential Information ("Term"), at which time it will terminate, unless extended by the disclosing party in writing.

3. Scope of The Agreement

a. This Agreement shall apply to all confidential and proprietary information disclosed by Disclosing Party to the Receiving Party and other information which the disclosing party identifies in writing or otherwise as confidential before or within (30) thirty days after disclosure to the Receiving Party ("Confidential Information"). Such Confidential Information consists of certain specifications, documents, software, prototypes and/or technical information, and all copies and derivatives containing such Information that may be disclosed to the Disclosing Party for and during the Business Purpose, which a party considers proprietary or confidential.

b. Such Confidential Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to the Receiving Party.

4. Obligations Of The Receiving Party

The Receiving Party shall :

a. use the Confidential Information only for the Business Purpose and shall hold the Confidential Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, taking into account the nature of the Confidential Information, and

b. grant access to Confidential Information only to its employees on a 'need to know basis' and restrict such access as and when not necessary to carry out the Business Purpose.

c. cause its employees to comply with the provisions of this Agreement;

d. reproduce Confidential Information only to the extent essential to fulfilling the Business Purpose, and

e. prevent disclosure of Confidential Information to third parties;

f. disclose the Confidential Information to its consultants/contractors on a need to know basis; provided that by doing so, the Receiving Party agrees to bind such consultants/ contractors to terms at least as restrictive as those stated herein. The Receiving Party upon making a disclosure under this Clause shall:

   (i) advise the consultants/contractors of the confidentiality obligations imposed on them by this Clause.

g. upon the Disclosing Party's request, the Receiving Party shall either return to the disclosing party all Confidential Information or shall certify to the disclosing party that all media containing Confidential Information have been destroyed.

h. 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. (h) not to remove any of the other Party's Confidential Information from the premises of the Disclosing Party without prior written approval.

   exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the Disclosing Party's prior written approval, from the Disclosing Party's premises. Each Party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.

j. Upon the Disclosing Party's request, the Receiving Party shall promptly return to the Disclosing Party all tangible items containing or consisting of the disclosing party's Confidential Information and all copies thereof.

5. Exceptions To Confidential Information

The foregoing restrictions on each party's use or disclosure of Confidential Information shall not apply to the Confidential Information that the Receiving Party can demonstrate that such Confidential Information:

a. Was independently developed by or for the Receiving Party without reference to the Information, or was received without restrictions ; or

b. has become generally available to the public without breach of confidentiality obligations of the Receiving Party; or

c. was in the Receiving Party's possession without restriction or was known by the Receiving Party without restriction at the time of disclosure; or

d. is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the Receiving Party has given the disclosing party prompt notice of such demand for disclosure and the Receiving Party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order; or

e. is disclosed with the prior consent of the disclosing party; or

f. was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the Receiving Party from the disclosing party under an obligation of confidence; or

g. the Receiving Party obtains or has available from a source other than the disclosing party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use towards the disclosing party.

6. Ownership of the Confidential Information

a. Each Party recognizes and agrees that all of the disclosing Party's Confidential Information is owned solely by the Disclosing Party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain.

b. By disclosing the Confidential Information or executing this Agreement, Disclosing Party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. The Disclosing Party disclaims all warranties regarding the information, including all warranties with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such information.

c. Access to Confidential Information hereunder shall not preclude an individual who has seen such Confidential Information for the purposes of this Agreement from working on future projects for the Disclosing Party which relate to similar subject matters, provided that such individual does not make reference to the Confidential Information and does not copy the substance of the Confidential Information during the Term. Furthermore, nothing contained herein shall be construed as imposing any restriction on the Receiving Party's disclosure or use of any general learning, skills or know-how developed by the Receiving Party's personnel under this Agreement.

d. Execution of this Agreement and the disclosure of Confidential Information pursuant to this Agreement do not constitute or imply any commitment, promise, or inducement by either Party to make any purchase or sale, or to enter into any additional agreement of any kind.

7. Dispute Resolution

a. Amicable Resolution

i. Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement, including those arising with regard to acts, decision or opinion of the CSCL (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in clause (ii) below.

ii. The Parties may refer such Dispute to the Chief Executive Officer, CSCL (or the Person holding charge) for the time being, for amicable settlement. Upon such reference, the Parties shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Disputes not amicably settled within 15 (fifteen) days of such meeting between the two, either Party may refer the Dispute to Arbitration in accordance with the provisions of Article 7(b) below.

b. Arbitration

i. Any dispute, difference or Claim arising out of or in connection with this agreement which is not resolved amicably shall be settled by Arbitration in accordance with the Provisions of the Arbitration and Conciliation Act, 1996 including the Arbitration and Conciliation (Amendment) Act, 2015 and any statutory modification/amendments thereof for the time being in force to be read with the Chandigarh Arbitration Centre (CAC) Rules, 2018. The appointment of Arbitrator(s) shall be made from the approved Panel of Arbitrators provided under the Chandigarh Arbitration Centre (CAC) (Arbitration Proceedings) Rules, 2018 as available on the website of High Court of Punjab and Haryana at Chandigarh i.e. https://highcourtchd.gov.in/?trs=adr_rules by the parties. The Dispute shall be referred to a Sole Arbitrator to be appointed by mutual consent of the Parties herein. In case of disagreement on the appointment of Sole Arbitrator by the parties, there shall be a Board of Three (3) Arbitrators of whom one shall be appointed by the CSCL, one shall be

appointed by the SI, and the third shall be appointed by the two arbitrators appointed as aforesaid. The award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum. The fees of the Arbitral Tribunal and the cost of the arbitration proceedings shall be borne by the Parties in equal proportions. Each Party shall be bear its own legal fees incurred as a result of any Dispute under this Clause. Pending the submission of and/or decision on a Dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement.

ii. The arbitration proceedings shall be conducted in Chandigarh and the venue of the Arbitration proceedings shall be the Chandigarh Arbitration Centre. The arbitration proceedings shall be conducted in the English language.

8. Variation

This Agreement may only be varied in writing and signed by both Parties.

9. Waiver

Waiver including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement : -

a. shall be in writing
b. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
c. shall be executed by a duly authorized representative of the Party; and
d. shall not affect the validity or enforceability of this Agreement in any manner.

10. Exclusion of Implied Warranties

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

11. Entire Agreement

This Agreement and the Annexure together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn.

12. Severability

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this Agreement   or otherwise.

13. No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party except as expressly provided under the terms of this Agreement.

14. Third Parties

This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

15. Successors and Assigns

The Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

16. Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall be given by hand delivery/ recognized courier/ registered post/ email or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below :

If to CSCL:

Attn : <***>

Tel :

Fax :

Email :

Contact :

With a copy to :

If to the System Integrator:

Attn. <***> Phone : <***> Fax No. <***>

17. Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in the English language.

18. Counterparts

This Agreement may be executed in counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

19. Mitigation

Without prejudice to any express provisions of this Agreement on any mitigation obligations of the Parties, each of the CSCL and the System Integrator shall at all times take all reasonable steps to minimize and

mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to this Agreement.

20. Removal of Difficulties

The Parties acknowledge that it is conceivable that the Parties may encounter difficulties or problems in the course of implementation of the Project and the transactions envisaged under this Agreement. The Parties agree and covenant that they shall mutually discuss such difficulties and problems in good faith and take all reasonable steps necessary for removal or resolution of such difficulties or problems.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For and on behalf of the System Integrator by	SIGNED, SEALED AND DELIVERED For and on behalf of the CSCL by:
(Signature) (Name) (Designation) (Address) (Fax No.)	(Signature) (Name) (Designation) (Address) (Fax No.)

In the Presence of :

1. 2. (Signature) (Name) (Designation) (Address) (Fax No.)	1. 2. (Signature) (Name) (Designation) (Address) (Fax No.)

Service Level Agreement

THIS AGREEMENT is made on this the <***> day of <***> 20   at <***>, India.

BETWEEN

-- having its office at --------------------
------------------------------- India (hereinafter referred to as 'CSCL' which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

AND

<***>, a Company incorporated under the Companies Act, 1956/2013, having its registered office at <***> (hereinafter referred to as 'the System Integrator/SI' which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the 'Parties' and individually as a 'Party'.

WHEREAS :

1. CSCL is desirous to implement the project of e-governance services for Chandigarh Smart City.
2. The CSCL and System Integrator have entered into a Contract Agreement dated <***> (the "CONTRACT").

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

1. Definitions And Interpretation
    1.1. Definitions

Terms and expressions used in this Agreement (including the Introduction) shall have the meanings set out in Annexure A.

    1.2. Interpretation

    In this Agreement, unless otherwise specified :

    a. References to Clauses, Sub-Clauses, Paragraphs and Schedules are to clauses, sub- clauses, paragraphs of and schedules to this Agreement ;
    b. use of any gender includes the other genders;
    c. references to a 'company' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
    d. references to a 'person' shall be construed so as to include any individual, firm, company, government, local or municipal authority or government body (whether or not having separate legal personality);
    e. a reference to any statute or statutory provision shall be construed as a reference to   the same as it may have been, or may from time to time be, amended, modified or re- enacted;
    f. any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
    g. references to a 'business day' shall be construed as a reference to a day (other than a Sunday) on which banks in the UT of Chandigarh are generally open for business;
    h. references to times are to Indian Standard Time;
    i. a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
    j. all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

1.3. Measurements and Arithmetic Conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

1.4. Ambiguities within Agreement

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

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

1.5. Priority of agreements

The Parties hereby expressly agree that for the purpose of giving full and proper effect to this Agreement, the CONTRACT and this Agreement shall be read together and construed harmoniously. In the event of any conflict between the CONTRACT and this Agreement, the provisions contained in the CONTRACT shall prevail over this Agreement.

2. Structure

This SLA shall operate as a legally binding services Agreement specifying terms which apply to the Parties in relation to the provision of the Services by the System Integrator to the CSCL under this Agreement and the CONTRACT.

3. Objectives Of This SLA

The System Integrator shall be required to ensure that the Service Levels which shall ensure the following:

a. (a) Improving the efficiency of operations for the CSCL.
b. (b) Leveraging the benefits in new system in order to :

(i) Reduce of manual records and replace with computerized standardized documents.

(ii) Infuse transparency in operations by enabling the stakeholders to have easy access to the records and provision of login ids and biometrics to infuse accountability in operations

(iii) Enable faster request processing in delivery of services with better turn around time.

(iv) Facilitate automated data transfer with state-wide connectivity to prevent unnecessary duplication & simplify preparation of registers and reports.

(v) Generate meaningful MIS from the system.

(vi) Provide inbuilt mechanism of security and quality control for crucial dealer data. To meet the aforementioned objectives the System Integrator will provide the Service Levels in accordance with the performance metrics as set out in detail in this Agreement. Further this Agreement shall govern the provision of the contracted services of the System Integrator to the CSCL after the Go-Live Date.

4. Scope of SLA

This Agreement has been executed in relation to the outsourcing portion of the Project between the Parties. The detailed Service Levels have been set out in Annexure B to this Agreement.

This Agreement shall ensure the following:

(a) Establishment of mutual responsibilities and accountability of the Parties;
(b) Definition each Party's expectations in terms of services provided;
(c) Establishment of the relevant performance measurement criteria;
(d) Definition of the availability expectations;
(e) Establishment of trouble reporting single point of contact; and
(f) Establishment of the framework for SLA change management

The following parties are obligated to follow the procedures as specified by this Agreement:

(a) CSCL
(b) System Integrator

5. Agreement Owners

The following personnel shall be notified to discuss the Agreement and take into consideration any proposed SLA change requests:

	Title	Telephone	Email
CSCL	Authorized Representative, CSCL	<***>	<***>
System Integrator	<***>	<***>	<***>

6. Contact List

In the event that there is any change in the listed contacts, the same shall be communicated and updated prior to such change occurring. The Single Point of Contact ("POC") for the System Integrator shall be <***> and will be available 24X7.

	Title	Telephone	Email
CSCL	Authorized Representative, CSCL	<***>	<***>
System Integrator	<***>	<***>	<***>

7. PRINCIPAL CONTACTS

The CSCL and the System Integrator will nominate a senior staff member to be the principal contact regarding operation of this Agreement. At the date of signing of this Agreement, the nominated principal contacts are:

CSCL principal contact: _   _

System Integrator principal contact: _

8. Commencement and Duration of this Agreement

Agreement shall commence on the date of Go-Live (hereinafter the "SLA Effective Date") and shall, unless terminated earlier in accordance with its terms or unless otherwise agreed by the Parties, expire on the date on which this Agreement expires or terminates, which shall be a period of five years starting from the date of Go-Live.

9. Exclusions To The Agreement

This Agreement shall not govern the following services:

(a)   Consulting services; and

(b)   System Integrator's business processes not related to the Project.

10. Terms Of Payment And Penalties
   a. In consideration of the Services and subject to the provisions of the CONTRACT and this Agreement, the CSCL shall pay the amounts in accordance with the Terms of Payment Schedule of the CONTRACT.
   b. For the avoidance of doubt, it is expressly clarified that the CSCL may also calculate a financial sum and debit the same against the terms of payment as defined in the Terms of Payment Schedule of the CONTRACT as a result of the failure of the System Integrator to meet the Service Levels as set out in Annexure B of this Agreement, such sum being determined in accordance with the terms of the Service as set out in Annexure B of this Agreement.

11. Updating of This Agreement
   a. The Parties anticipate that this Agreement shall need to be re-evaluated and modified to account for changes in work environment and technology from time to time. Hence they herby agree to revise the terms of the Agreement on an annual basis.
   b. The Parties hereby agree upon the following procedure for revising this Agreement :
      i.   Any and all changes to this Agreement will be initiated in writing between the CSCL and the System Integrator, The service levels in this Agreement shall be considered to be standard for the CSCL and shall only be modified if both Parties agree to an appended set of terms and conditions ;

      ii.   Only the CSCL or the System Integrator may initiate a revision to this Agreement ;

      iii. A notice of the proposed revision ("SLA Change Request") shall be served to the CSCL or the System Integrator as the case may be ;

      iv.   The SLA Change request would be deemed to be denied in case it is not approved within a period of 15 days ;

      v.   In the event that CSCL/System Integrator approves of the suggested change the change shall be communicated to all the Parties and the SLA Change request would be appended to the Agreement ;

      vi.   The CSCL shall update and republish the text of Agreement annually to include all the SLA Change Requests that have been appended to the Agreement during the course of the year. Such republished Agreement shall be circulated to all the Parties within 7 days of such change taking place.

12. Document History

All revisions made to this Agreement shall be listed in chronological order as per the format set out below and a copy of the same shall be provided to the Parties :

Version	Date	Description of changes
<***>	<***>	<***>

13. Scope Of Services
   a. The System Integrator shall ensure that Services are available at various locations as per the requirements of the project;

b. The System Integrator shall provide support services for addressing problems related to the provision of services of the System Integrator through the POC. Such POC shall be available over telephone on <***> number 24 hours a day, 7 days a week

c. The System Integrator guarantees that he shall achieve the Service Levels for the Project;

d. The System Integrator shall be liable to Service Credits in case of failure to comply with the Service Levels. However any delay not attributable to the System Integrator shall not be taken into account while computing adherence to the Service Levels.

14. Performance Review

The POC's of both the CSCL and the System Integrator shall meet on a quarterly basis to discuss priorities, service levels and system performance. Additional meetings may be held at the request of either the System Integrator or the CSCL. The agenda for these meetings shall be as follows :

a. Service performance;

b. Review of specific problems/exceptions and priorities; and

c. Review of the operation of this Agreement and determine corrective action to overcome deficiencies.

15. Representations and Warranties Of CSCL

The CSCL hereby represents and warrants to the System Integrator as follows:

a. it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement and carry out the transactions contemplated hereby;

b. it has taken all necessary actions under Applicable Law to authorize the execution, delivery and performance of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;

c. it has the financial standing and capacity to perform its obligations under the Agreement;

d. this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

e. the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

f. there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its material (including any payment) obligations under this Agreement;

g. it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on the System Integrator's ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement.

16. Representations And Warranties of The System Integrator

The System Integrator hereby represents and warrants to the CSCL as follows:

a. it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

b. it has taken all necessary corporate and other actions under Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;

c. this Agreement has been duly executed by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof,

d. the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

e. there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;

f. it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any government instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

g. it has complied with Applicable Law in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;

h. no representation or warranty by it contained herein or in any other document furnished by it to the CSCL or to any government instrumentality in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and

i. no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of the CSCL in connection therewith.

17. Indemnities

The Parties agree to indemnify each other under this Agreement in accordance with the terms and principles set out in the CONTRACT.

18. Dispute Resolution

Any dispute, difference or claim arising out of or in connection with the Agreement which is not resolved amicably shall be decided in accordance with the dispute resolution procedure as set out in the CONTRACT.

19. Miscellaneous
    a. Assignment and charges

This Agreement shall be binding on and enure for the benefit of each Party's successors in title. No Party shall assign, or declare any trust in favour of a third party over, all or any part of the benefit of, or its rights or benefits under, this Agreement.

    b. Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at the UT of Chandigarh shall have jurisdiction over matters arising out of or relating to this Agreement.

c. Waiver of sovereign immunity

The Parties unconditionally and irrevocably:

i. agree that the execution, delivery and performance by them of the Agreement constitute commercial acts done and performed for commercial purpose;

ii. agree that, should any proceedings be brought against a Party or its assets, property or revenues in any jurisdiction in relation to the Agreement or any transaction contemplated by the Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of such Party with respect to its assets;

iii. waive any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

iv. consent generally to the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

d. Variation

This Agreement may only be varied in writing and signed by both Parties.

e. Waiver
i. Waiver including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement: -

• shall be in writing

• shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

• shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and

• shall not affect the validity or enforceability of this Agreement in any manner.

f. Exclusion of implied warranties

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

g. Survival

(i) Termination or expiration of the Term shall:

• not relieve the System Integrator or the CSCL, as the case may be, of any obligations hereunder which expressly or by implication survive hereof; and

- except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or expiration or arising out of such termination or expiration.

(ii)   All obligations surviving termination or expiration of the Term shall cease on termination or expiration of the Term.

(h)   Entire Agreement

This Agreement and the Annexure together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn.

(i)   Severability

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this Agreement   or otherwise.

(j)   No partnership

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party except as expressly provided under the terms of this Agreement.

(k)   Third parties

This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

(l)   Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall be given by hand delivery, recognized courier, registered post, email or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below :

If to CSCL: Attn: <***>

Tel:

Fax:

Email

Contact:

With a copy to:

If to the System Integrator:

Attn. <***> Phone: <***>

Fax No. <***>

(m)   Language
All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in the English language.

(n)   Counterparts
This Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

(o)   Mitigation
Without prejudice to any express provisions of this Agreement on any mitigation obligations of the Parties, each of the CSCL and the System Integrator shall at all times take all reasonable steps to minimize and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to this Agreement.

(p)   Removal of Difficulties
The Parties acknowledge that it is conceivable that the Parties may encounter difficulties or problems in the course of implementation of the Project and the transactions envisaged under this Agreement. The Parties agree and covenant that they shall mutually discuss such difficulties and problems in good faith and take all reasonable steps necessary for removal or resolution of such difficulties or problems.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED   SIGNED, SEALED AND DELIVERED

For and on behalf of System Integrator by: For and on behalf of the CSCL by:

(Signature)   (Signature)

(Name)   (Name)

(Designation)   (Designation)

(Address)   (Address)

(Fax No.)   (Fax No.)

In the presence of:

1.

2.

ANNEXURE A – DEFINITIONS

Agreement	means this Service Level agreement together with all Articles, Annexures, Schedules and the contents and specifications of the RFP;
Applicable Law(s)	means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration of the CSCL as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project;
Business Hours	shall mean the working time for CSCL users which is 9:00 AM to 6:00 PM daily. Again for Web Server and other components which enable successful usage of web portals of, CSCL, the working time should be considered as 24 hours for all the days of the week. It is desired that IT maintenance, other batch processes (like backup) etc. should be planned so that such backend activities have minimum effect on the performance;
Effective Date	shall have the same meaning ascribed to it in Clause 8;
CONTRACT	shall have the same meaning ascribed to it in Recital 2;
Parties	means the CSCL and System Integrator for the purposes of this Agreement; "Party" shall be interpreted accordingly;
POC	shall have the same meaning ascribed to it in Clause 6
Project	shall have the same meaning ascribed to it in Recital 1;
SLA Change Request	shall have the same meaning ascribed to it in Clause 11 (b) (iii);
Service Level	means the level of service and other performance criteria which will apply to the Services as set out in the SLA parameters effective during the Term of this Agreement;
Term or Agreement Period	Means the duration of this Agreement as set out in Clause 8 of this Agreement.
Application Response Time	Defined as time the system takes to fetch requested (a form or a report) from the server.

Uptime	Uptime refers availability of application/system as per terms of SLA. "% Uptime" means ratio of 'up time' (in minutes) in a month to Total time (in minutes) in a month multiplied by 100; Time lost due to following reasons shall NOT BE counted in Uptime or TOTAL TIME while calculating Uptime requirement: • the scheduled outages planned in advance for the CSCL • time lost due to power or environment failures(in case the back- up power is not within the scope of work of the SI) time lost due to damage or malfunction of the equipment or any of the units thereof due to causes attributable to the CSCL, such as attachment of additional devices without permission of SI. • The System Integrator shall not be responsible for failure of any Service Levels in accordance with this Agreement if such failure is caused due to reasons attributable to, or failure of the CSCL to perform its or their obligations or for force majeure event.

ANNEXURE B – SERVICE LEVELS

If total penalty due to slippage in SLA=>10% of the contract value, then it shall lead to terminate of the contract. Additional input clause for SI agreement:

The penalty for non-achievement of SLA requirements shall be calculated on a quarterly basis as indicated below for all services to be provided:

T is the date of issuing of Letter of Intent (LOI)

Service Levels Related to Implementation phase

Measurement	Definition	Target	penalty
Team mobilization and commencement of work	The SI is expected to mobilize the onsite team for commencement of work for this project. For SI related services, commencement of work would mean reporting of SI core resources at the designated CSCL locations for the project.	T + 30 calendar days from the issue of LOI	No penalty
		More than T + 30 calendar days from the issue of LOI	Penalty of Rs. 1 lakh per key person per week delay
Software Delivery			
Adherence To Schedule (percentage)	Completely tested services mentioned in **phase 2(a) and 2(c) of tentative project timelines** shall be delivered by the SI to CSCL for User Acceptance Testing (UAT) and deployment of web portal on cloud within the committed timelines. Slippage will be calculated as follows: [(Actual calendar days for the new application - Planned calendar days for the new application) /Planned calendar days for the new application]*100	<= 25%	No Penalty
		>25% to <= 50%	0.1% of the contract value per day
		>50%	0.2% of the contract value per day

Timely Submission and Approval of software development report	Submission and Approval of reports mentioned in **phase 2(b), 2(c), 2(d), 2(f), 2(g) and 2(h) of tentative project timelines**	15 calendar days delay	No Penalty
	It is the delay in submission and approval of report beyond the scheduled approval date. Slippage attributable solely to the SI shall be considered for the delay. Scheduled release date is a mutually agreed upon Date between CSCL and the SI. Slippage in timely submission and approval of report will be calculated as follows: (Actual submission and approval Date - Scheduled submission and approval Date) where Actual submission and approval date is the date of submission and approval of report Scheduled submission and approval Date is the date submission and approval of report	>15 <= 30 calendar days	0.15% of the contract value per day
		> 30 calendar days	0.25% of the contract value per day
Software Implementation			
Timely Release of solution on production environment	It is the delay in releasing the solution beyond the scheduled release date. Slippage attributable solely to the SI shall be considered for the delay.	15 calendar days delay	No Penalty
		>15 <= 30 calendar days	0.15% of the contract value per day
		> 30 calendar days	0.25% of the contract value per day

Severity	Definition
	Scheduled release date is a mutually agreed upon Date between CSCL and the SI. Slippage in timely Release will be calculated as follows: (Actual Release Date - Scheduled Release Date) where Actual Release date is the date of deploying the solution on production environment. Scheduled Release Date is the planned date for deploying the solution on production environment.		

- **Service Level Related to Post- Implementation Issue Resolution**

Severity	Definition
Critical	Showstoppers involving major functional failure in the system / solution. There are no usable workarounds available to troubleshoot the problem.
High	Users face severe functional restrictions in the system / solution irrespective of the cause. Workarounds are time consuming.
Medium	Moderate functional restrictions in the system / solution irrespective of the cause. Has a convenient and readily available workaround. Affects a few users.
Low	Requiring cosmetic functional changes. Does not require any workaround. It may include user query / suggestions but has no business impact.

Severity	Definition of Post Implementation Defects
Critical	The response time for each Critical issue is 4 hours and the time to fix issue is 24hours. 95% of the critical issues MUST lie within the SLA. This service level will be monitored on a quarterly basis. | Issue Response	Penalty | |---|---| | >= 90% and < 95% | Rs. 5,000 per incident | | >= 85% < 90% | Rs. 7,500 per incident | | < 85% | Rs. 10,000 per incident |
High	The response time for each High issue is 8 hours and the time to fix issue is 48 hours. 95% of the high issues MUST lie within the SLA. This service level will be monitored on a quarterly basis. | Issue Response	Penalty | |---|---| | >= 90% and < 95% | Rs. 2,000 per incident | | >= 85% < 90% | Rs. 3,000 per incident |

	< 85%	Rs. 5,000 per incident	
Medium	The response time for each Medium issue is 48 hours and the time to fix Level 2 issue is 120 hours. 95% of the Medium issues MUST lie within the SLA. This service level will be monitored on a quarterly basis.		

Issue Response	Penalty
>= 90% and < 95%	Rs. 2,000 per incident
>= 85% < 90%	Rs. 3,000 per incident
< 85%	Rs. 5,000 per incident

Low	The response time for each Low issue is 72 hours and the time to fix is 168 hours. 95% of the Low issues MUST lie within the SLA. This service level will be monitored on a quarterly basis.

Issue Response	Penalty
>= 90% and < 95%	Rs. 2,000 per incident
>= 85% < 90%	Rs. 3,000 per incident
< 85%	Rs. 5,000 per incident

Service Levels Related to Response time of the Applications

The below tables gives details on the Service Levels the SI should maintain

Service Level Description	Measurement
Average response time to application	- Average application response time for critical business functions during peak usage hours (minimum of 2500 concurrent users) as measured on 1 Mbps dedicated link shall not exceed 5 seconds. - Severity of Violation: High - The list of critical business functions and peak usage hours will be identified by CSCL during rollout phase. - The service shall be monitored on a quarterly basis; <table><tr><td>Average Application Response Time</td><td>Penalty</td></tr><tr><td>> 5 sec and <= 10 sec</td><td>Rs. 50,000</td></tr><tr><td>> 10 sec</td><td>Rs. 1,00,000</td></tr></table>

Service Level Related to Availability of Applications

Service Level Description	Measurement
Availability of Applications in the Integrated software	Availability = {1- [(Application Downtime) / (Total

Solution	Time –Maintenance Time)]} *100
	Total Time shall be measured on 24*7 basis
	Downtime shall be measured from the time the application becomes unavailable (due to any reasons attributable to the SI) to the end user. Planned downtime shall be excluded from the above calculation.
	This service level will be monitored on a quarterly basis and penalty will correspond to the total payment related to the quarter.

Average Application Response Time	Penalty
>=98% to < 99%	Rs. 25,000
>=95% to < 98%	Rs. 50,000
>=90% to < 95%	Rs. 1,00,000

Availability below 90% will be escalated to the management team of CSCL and SI. SI shall have to follow the below mentioned penalty criteria for calculating out penalty on missing the defined service levels.

- Service Level Related to Availability of Cloud services

Service Level Description	Measurement
Availability of each server and virtual machines at the respective Data Centre sites	Uptime = {1 - [(server/VM Downtime-Maintenance Downtime) / (Total Time – Maintenance Downtime)]}
	Each server violation will be measured separately through specific tools for penalty.
	Measurement Tool: Reports from Specific Software Tools
	Measurement Interval: quarterly

Availability of each server and Virtual Machine(VM)	Penalty
Within 99% up time measured on a quarterly basis	No Penalty
Between 99% and 96.0% up time measured on a quarterly basis	Rs. 50,000
Less than 96.0% up time measured on a quarterly basis	Rs. 1,00,000

Storage Availability	Average of availability of storage during the month. Measurement Tool: Reports from Specific Software Tools Measurement Interval: quarterly | Availability of Storage	Penalty
Within 99.5% up time	No Penalty
Between 99.5% and 98% % up time	Rs. 50,000
Less than 98.0%	Rs. 1,00,000	
Average CPU Utilization for each server and virtual machine at respective Data Centre sites	Average CPU utilization of each server should not be more than 50% is the criteria for default. Measurement Tool: Reports from Specific Software Tools Measurement Interval: quarterly | Average utilization of CPU	Penalty
Within 60%	No Penalty
Between 60% to 70%	Rs. 50,000
Above 70%	Rs. 1,00,000	

Note: If total penalty due to slippage in SLA is greater than 10% of the contract value, then it shall lead to terminate of the contract