



भारतीय प्रतिस्पर्धा आयोग
Competition Commission of India



REQUEST FOR PROPOSAL Volume I

FOR

SELECTION OF IT IMPLEMENTATION AGENCY

RFP No. RFP/CCI-ITD/2014/01	Date and Time
Last Date and Time for Submission of Proposals	18 th March 2014 upto 1500 hrs.
Date and Time of Opening of Technical Proposals	18 th March 2014 at 1600 hrs.

COMPETITION COMMISSION OF INDIA
Hindustan Times House,
18-20, Kasturba Gandhi Marg,
New Delhi-110001
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1. Bid Data Sheet

Part I		
1.	RFP Ref. No :	RFP/CCI-ITD/2014/01
2.	The name of the RFP is:	Selection of IT Implementation Agency for E-Governance Project
3.	The client is:	Competition Commission of India
4.	Contact Person for Queries and communication related to RFP	IT Division Competition Commission of India, Hindustan Times House (4th Floor), 18-20, Kasturba Gandhi Marg, New Delhi – 110 001, Tel: 011-23473400, Fax: 011-23704686
5.	Contact Person for Submission of Bids	The Deputy Director (CS) Competition Commission of India, Hindustan Times House (3rd Floor), 18-20, Kasturba Gandhi Marg, New Delhi – 110 001, Tel: 011-23473400, Fax: 011-23704686
6.	Bid Copies: Separate for Technical and Financials	Original and one copy Two soft copies
7.	Bidding Process	Single Stage; Two sealed envelopes (Technical and Financial) sealed together in outer envelope
Part II: Schedule of Events		
8.	EVENT	DATE/TIME
9.	Pre-Bid Conference:	Place: Competition Commission of India, Hindustan Times House, 18-20 Kasturba Gandhi Marg, New Delhi-110001 Date: 25 th February 2014 Time: 1130 hrs.
10.	Deadline for Submission of Bids	Date: 18 th March 2014 Time: 1500 hrs. Place: Competition Commission of India, Hindustan Times House, 18-20 Kasturba Gandhi Marg, New Delhi-110001
11.	Technical Bids Opening	Place: Competition Commission of India, Hindustan Times House, 18-20 Kasturba Gandhi Marg, New Delhi-110001 Date: 18 th March 2014 Time: 1600 hrs.
12.	Opening of Financial Bids of Technically Qualified Bidders	Will be intimated later on



Part III. Others		
13.	Website for information / RFP download	www.cci.gov.in
14.	Validity of Bid	The Bid will remain valid for a period of 180 days from the last date of submission
15.	Tender fee	(INR) : 10000/- (Ten Thousand)
16.	Bid Security – EMD	(INR) : 1500000/- (Fifteen Lakhs Only) EMD in the form of Fixed Deposit (validity 180 days)
17.	Bidder's Selection Method	Quality and Cost Based Selection (QCBS)

2. Definitions

S. No	Terms Used	Details
1.	Acts	Companies Act, 1956 (as amended), The Competition Act, 2002, as amended by the Competition (Amendment) Act, 2007
2.	Approved and Approval	Where used in the Specification shall mean, respectively, approved by and approval of CCI. When the words 'Approved', 'Approval', 'Subject to Approval', 'Satisfactory', 'Equal to', 'Proper', 'Requested', 'As Directed', 'Where Directed', 'When Directed', 'Determined by', 'Accepted', 'Permitted', or words and phrases of like import are used, the approval, judgment, direction, etc. is understood to be a function of CCI
3.	Award of Contract	Shall mean the date of issue of the letter of intent (LOI)
4.	Bid	Shall mean the proposal/document that the BIDDER submits in the requested and specified form in the RFP
5.	Bidder	Shall mean the IT Implementation Agency (ITIA) that quotes against an enquiry.
6.	Business of CCI	To eliminate practices having adverse effect on competition, promote and sustain competition, protect the interests of consumers and ensure freedom of trade in the markets of India.
7.	Owner/ Purchaser/ Client / Employer	Shall mean THE CLIENT "Competition Commission of India (CCI)" on whose behalf the RFP is issued and shall include their successors and assigns, as well as his authorized officers/representatives
8.	Commercial Use	Shall mean that use of the 'Equipment' or Work which the contract contemplates and for which 'Equipment' or 'work' is commercially capable
9.	Completion	Shall mean the completion of all the Goods and Services by the Supplier as per the terms and conditions specified in the Contract.
10.	Contract	Means the Agreement entered into between the CCI and the ITIA, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
11.	Contract Documents	Means the documents listed in the Agreement, including any amendments thereto
12.	Contract Period	Shall mean the period during which the Contract shall be executed as agreed between ITIA and CCI in the Contract



S. No	Terms Used	Details
13.	Contract Price	Shall mean, if there is formal agreement, the prices referred to in the agreement subject to any additions and adjustments thereto or deductions there from, as may be made in terms of the Contract.
14.	Corrigendum	Any changes in the Terms of Reference constituting this RFP. The changes would be taken out in form of a corrigendum
15.	Day	Shall mean Calendar Day
16.	Delivery	Means the transfer of the Goods and services from the Supplier to the CCI in accordance with the terms and conditions specified in the Contract.
17.	Gol	Shall mean Government of India
18.	Goods	Shall mean all hardware, software, networking equipment and/or other equipment accessories and materials that the Supplier is required to provide under the Contract.
19.	Guarantee Period	The period of time within which the CCI having detected hidden deficiencies in any Goods or Services may lay claims against the Supplier.
20.	IT Consultant	IT Consultant engaged by the CCI for Bid Process Management
21.	Instruction	Shall mean any drawings and/or instruction in writing, details, direction and explanations issued by CCI from time to time during the Contract Period.
22.	Intellectual Property Rights	Means any patent, copyright, trademark, trade name, service marks, brands, proprietary information, whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
23.	Letter of Intent (LoI)	Written communication to the successful bidder on CCI's intention to sign Contract with them to fulfil the requirements of RFP
24.	Locations	Means all the concerned identified office locations of the CCI across India, where the ITIA needs to do the implementation
25.	Month	Shall mean a calendar month
26.	Notice in Writing or Written Notice	Shall mean a notice, in written, typed or printed characters sent or delivered personally / e-mail/ fax / registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in ordinary course of post it would have been delivered

S. No	Terms Used	Details
27.	OEM	Means the original equipment manufacturer of any equipment /system /software/product that are proposed for providing such goods to CCI as per the scope of work defined in the tender
28.	Party	Means THE CLIENT or the Supplier, as the case may be, and "Parties" means both of them
29.	Performance Tests	Shall mean such tests as are prescribed in the RFP, to be performed by the ITIA in a lab environment before the equipment is taken over under guarantee by CCI
30.	Related Services	Shall mean all the services specified in the Contract including other related / necessary services that may be required to complete the Contract. The definition would also include other related/ancillary services that may be required to execute this Contract.
31.	Specifications(RFP)	Shall mean collectively all the terms and stipulations contained in those portions of the Contract known as General Conditions, the specifications and such Amendments, Revisions, Deletions or Additions, as may be made in the Agreement and all written agreements made or to be made pertaining to the method and manner of performing the work or to the quantities and qualities of the materials to be furnished under the Contract and all documents issued to the bidder
32.	Sub-Contractor	Shall mean the person or legal entity named in the Contract undertaking part of the Work or any person/ entity to whom a part of Contract has been sublet with the consent in writing of CCI and shall include his heirs, legal representatives, successors and permitted assigns.
33.	Supplier/Vendor	Shall mean the IT Implementation Agency (ITIA)/System Integrator (SI) whose bid to execute the Contract has been accepted by CCI and is named as such in the Agreement, and shall include its legal successors and permitted assigns.
34.	IT Implementation Agency (ITIA)/Systems Integrator(SI)	Shall mean the successful BIDDER whose Bid has been accepted by CCI and on whom the Contract or Purchase Order is placed and shall include its heirs, legal representatives, successors and permitted assigns, approved by the Company-in-Charge
35.	SLA	Means the Service Level Agreement between the Supplier and CCI.
36.	Week	Shall mean a calendar week



S. No	Terms Used	Details
37.	Work Order	Written Order signed by CCI after the successful bidder has accepted the LOI. This along with LOI, RFP document and the bidder's response to RFP shall constitute part of the Contract.
38.	Writing	Shall include any manuscript, type written or printed statement under or over signature and/or seal as the case may be.

3. Introduction

3.1 About Organization

CCI is a statutory authority established under the Competition Act, 2002. All enterprises, including public enterprises and government departments, come under the jurisdiction of CCI, except the sovereign functions of the Government including activities dealing with atomic energy, currency, defence and space. CCI aims to create and sustain fair competition in the economy that will provide a 'level playing field' to the producers and make the markets work for the welfare of the consumers. In pursuance of this objective, CCI inquires cases of anti-competitive agreements, abuse of dominance and combinations having appreciable adverse effect on competition in India. CCI imposes remedial actions, including imposition of heavy penalties against firms engaged in practices that impede free and fair competition in the market and which are anti-consumer.

During the initial years, CCI's focus has been on setting up an appropriate organisational structure necessary for effective competition regulation. Administrative functions of the Commission are coordinated by Secretariat, which is headed by the Secretary. The office of Director General (DG) investigates contravention of the provisions of the Competition Act and is headed by Director General. In addition, CCI has seven divisions namely Advocacy, Anti-Trust, Capacity Building, Combination, Economic, Investigation and Legal. Each division is steered by an Adviser and has a team of professionals from the field of economics, law and finance. The divisions assist the Commission in fulfilment of the legal mandate.

3.1.1 Vision of CCI

To promote and sustain an enabling competition culture through engagement and enforcement that would inspire businesses to be fair, competitive and innovative; enhance consumer welfare; and support economic growth.

3.1.2 Mission 2020 of CCI

Competition Commission of India aims to establish a robust competitive environment through:

- Proactive engagement with all stakeholders, including consumers, industry, government and international jurisdictions;
- Being a knowledge intensive organization with high competence levels;
- Professionalism, transparency, resolve and wisdom in enforcement

3.1.3 Organization Offices

Competition Commission of India
The Hindustan Times House,
18-20, Kasturba Gandhi Marg,
New Delhi – 110 001

Office of Director General
Competition Commission of India

Hudco Vishala, 'B' Wing
 Bhikaji Cama Place
 New Delhi -110066

3.2 Project Objective

The objective of the project is to help the Commission in devising a strategy to successfully establish an ICT system with focus on:

- Devising of an electronic workflow system for internal as well as external office processes
- Design and re-design processes for paperless office to infuse transparency and accountability in operations
- Backend computerization of the functions of CCI
- Redressal of informants cases / appeals / grievances with service levels
- Establish a real time MIS system for prompt and efficient decision making.

3.3 Existing IT Infrastructure Details

3.3.1 Current Software Details

Software Applications	
Website	1. Website cci.gov.in is hosted at NIC 2. Joomla Framework (Open Source) for website design and maintenance - to upload , edit or maintain data 3. Backend/Database- MySQL 4. IT Officers are using ftp thru VPN connectivity for uploading files, edit, maintain data, from AD (IT)'s work station
STATA	A data analysis tool for analysis of economic data
Intranet	1. Mediawiki (Open Source) framework is used for in-house intranet. 2. In the Intranet, Officers/Users can upload any data, and the data can be accessed by all officers/users; they may read/edit the data.
Nuance Paper Works: Data Digitization	1. Data Digitization is carried out in Secretariat division 2. Old Documents/reports are scanned and converted into text searchable PDF format using - Nuance Paper Works software.

3.3.2 Current Hardware Details

The Hardware available and in use in CCI and DG office are as under:

Servers	Quantity
Intranet Server	1

Servers	Quantity
Desktop Computes acting as Servers	7
Desktops	240
Laptops	45
Printers	170
Scanners	4

3.3.3 Current Network details

Internet Connections	Quantity
8 mbps line – CCI Office	1
8 mbps line - DG Office	1

Network Equipment	Quantity
Routers	4
Switches	23 (16 CCI + 7 DG)
CCI Network on four floors	270 points

3.4 About RFP

Competition Commission of India (CCI) invites technical & commercial proposals from the bidders for “Selection of IT Implementation Agency for E-Governance Project”.

Details on the scope of work and services expected from the systems integrator (SI) / Vendor are provided in [Section 6: Scope of Work](#)

This RFP, among other, includes the following:

1. Bid Data Sheet
2. Introduction
3. Instruction to Bidders
4. Deliverables, Timelines and Payment Terms
5. Scope of Work
6. Project Timelines
7. General Conditions of Contract
8. Annexures – Bid Forms

3.4.3 Objectives of Assignment

The objective of the project is to implement IT Roadmap and successfully establish an ICT system with focus on:

- Backend computerization of the functions of CCI
- Electronic workflow system for internal as well as external office processes
- IT enabled processes for paperless office to infuse transparency and accountability in operations
- A real time DSS/MIS system for prompt and efficient decision making

3.5 Proposed Applications

S. No.	Application
Phase I	
1	Document Management System
2	Workflow and Physical File Tracking
3	Website and Portal
4	Identity & Access Management
5	Management Information System Software
6	Email and Messaging
7	Human Resource Management System
8	Payroll
9	Front Office Management
10	RFID based Library Management System
11	Forensic Analysis Software
12	Finance and Accounts Software
13	Inventory and Asset Management
14	Seminar and Event Management
15	System Security and Data Leak/Loss Prevention Software
Phase II	
16	Business Intelligence and Business Analytics
17	Knowledge Management System
18	Electronic Record Management System
19	E-Discovery
20	Audio/Video Conferencing

Specifications for the above applications are defined in Volume II of the RFP Document.

All application products shall be COTS products.

DMS and Workflow applications should be based on platforms offered by Newgen Technologies or Oracle.

3.5.1 Proposed Hardware specification

Specifications for the proposed hardware and network equipment are defined in Volume II of the RFP.

3.5.2 Network Architecture

The indicative network architecture of Data Centre and CCI Office is given in Volume II of the RFP.

4. Instruction to Bidders

4.1 General

This Request for Proposal (RFP) document is for “Selection of IT Implementation Agency for E-Governance Project”. Interested bidders are invited to participate.

Interested bidders may download the RFP document from the website www.cci.gov.in of CCI from 11th February 2014 to 18th March 2014. The bidder must pay the tender fee of Rs. 10000/- (Rupees Ten Thousand Only) as a demand draft drawn on any scheduled bank, payable at par in New Delhi in favour of Competition Commission of India, along with the final bid document.

The last date and time for submission of RFP is 18th March 2014 at 1500 hrs.

4.1.1 Overview of RFP

- a. CCI will select a Vendor from among those bidders who are submitting bids and to whom the RFP has been issued in accordance with the method of selection by public notice
- b. For detailed scope of work please refer *Section 6: Scope of Work* of this document
- c. The date, time and address for submission of the proposals have been given in *Section 1: Bid Data Sheet*,
- d. Bidders shall be aware of the provisions on fraud and corruption stated in the clauses indicated in the GCC. The Vendor shall observe the highest standard of ethics during the selection and execution of the contract. In pursuance of this policy, CCI defines, for the purposes of this provision, the terms set forth below as follows:
 - “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - “Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of CCI, and includes collusive practices among Bidders (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive CCI of the benefits of free and open competition

CCI will reject a proposal for award if it determines that the Vendor selected for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

- e. Bidders shall furnish information as described in the financial proposal submission form on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and/or to contract execution if the firm is awarded the contract.

4.1.2 Consortium

The bidders are not allowed to form a consortium.

4.1.3 Conflict of Interest

CCI requires that Bidder provide professional, objective, and impartial advice and at all times holding CCI's interests paramount, strictly avoiding conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.

Without limitation on the generality of the foregoing, Bidder shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting Activities:

- A firm that has been engaged by CCI to provide goods, works or assignment/job other than consulting Assignment/job for a project, and any of its affiliates, shall be disqualified from providing consulting Assignment/job related to those goods, works or Assignment/job.
- Conversely, a bidder hired to provide consulting assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment/job other than consulting assignment/job resulting from or directly related to the firm's consulting Assignment/job for such preparation or implementation. For the purpose of this paragraph, Assignment/job other than consulting Assignment/job is defined as those leading to a measurable physical output.
- A bidder (including its Personnel and Sub-vendors) that has a business or family relationship with an employee of CCI who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to CCI throughout the selection process and the execution of the Contract.

The bidder will have an obligation to disclose any situation of actual or potential conflict of interest that impacts their capacity to serve the best interest of CCI or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the bidder fails to disclose said situations and if CCI comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

4.1.4 Unlawful Inducements

Bidders and their employees, agents, affiliates and any other person associated with the bidder must not have violated and must not violate any applicable laws or CCI policies regarding the offering of inducements in connection with the preparation of their response.

4.1.5 Clarification on RFP Documents

- CCI will organize a pre-bid conference at the time and place indicated in BDS. Bidders are requested to submit the queries/clarifications in the specified format

under *Annexure 1: Pre Bid Queries* to reach CCI not later than 3 days before the pre-bid conference.

- CCI shall respond to queries and upload responses on its website for information of the bidders without identifying the source of inquiry.
- CCI shall make any modifications to the Bidding document which may become necessary as a result of pre-bid conference by issuing Addendum/Corrigendum and not through the clarifications of the pre-bid conference.

4.1.6 Amendment to RFP Documents

- At any time before the submission of Proposals, CCI may amend the RFP by issuing an addendum in writing or by standard electronic means.
- CCI, at its discretion for any reason whether at its own initiative or in response to a clarification requested by a bidder may add, modify or remove any element of the Goods (including hardware, software, networking, etc.) or any component of Related Service entirely or any part thereof from the bid document till the time of submission of the Bids. All bidders will be communicated any such change on CCI's website; the addendum will be binding on them.
- To give the bidders reasonable time in which to take an amendment into account in their Proposals CCI may, at its sole discretion, extend the deadline for the submission of Proposals.

4.1.7 Return of Information to CCI

CCI reserves the right, in its sole and absolute discretion, to demand that at any stage all written information provided by CCI (whether confidential or otherwise and without regard to the type of media on which such information was provided to any bidder, including all copies of such information) to be:

- Returned to CCI, in which case the bidder must promptly return all such information to the address identified by CCI ; or
- Destroyed by the bidder, in which case the bidder must promptly destroy all such information and provide CCI with written certification that it has been destroyed.

4.2 Pre-qualification Criteria for Bidders

Only such bids that meet the following pre-qualification criteria will be considered for further evaluation:

S. No	Pre-Qualification Criteria	Documents Required
1	The Bidder should be registered under Companies Act 1956 and should have existence in IT Business for at least 5 years in India , as on March 31st, 2013	Copy of Certificate of Incorporation issued by Registrar of Companies.
2	The Bidder should have an Office in National Capital Region (NCR) or should give an undertaking to setup an Office in NCR if selected	Address Proof / Undertaking on Company Letter Head
3	The Bidder should have average annual turnover of INR 50 Cr. for last three financial years and positive net worth in each of the last	Certificate from statutory auditor



	three years i.e. FY 10-11, FY 11-12 and FY 12 – 13.	
4	The Bidder should be SEI-CMMi Level 5 and ISO 9000 certified in the field of IT services as on March 31st, 2013	Copy of the Certificates signed and stamped by the authorized signatory of the Bidder
5	The bidder should have working experience of deployment at NIC/NICSI or should be empanelled with NIC/NICSI.	Certificate from NIC/NICSI
6	The Bidder should have similar experience of successful implementations / on-going projects in (Central Government / State Government / PSU) as per scope of work in last three years with three projects costing more than INR 5 Crores.	Documentary evidence in the form of Work order / Purchase order / Completion certificate from client, along with the client's contact details
7	The Bidder should not have been blacklisted by any State / Central Government / any other Govt. institutions in India for any reason as on last date of submission of the Bid	Declaration by authorized signatory of the Bidder

4.3 Preparation of Proposal

4.3.1 Governing Language

The Bid Documents and all correspondence and documents relating to the Bid exchanged by the Bidder and CCI, shall be written in the English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant content in English, in which case, for purposes of interpretation of the Bid, such translation shall prevail.

4.3.2 Tender Document Fees

- **Tender Document fees of Rs. 10000/- (Rupees Ten Thousand)** in the form of Demand Draft (DD) drawn in favour of "Competition Commission of India" and payable at par at New Delhi must be submitted along with the Proposal.
- Proposals not accompanied by Tender Document Fee shall be rejected as non-responsive.

4.3.3 Earnest Money Deposit (EMD)

- An Earnest Money Deposit (EMD) of **Rs. 1500000/- (Rupees Fifteen Lakhs)** in the form of a Fixed Deposit in favour of "Competition Commission of India" and payable at New Delhi must be submitted along with the Proposal.
- Proposals not accompanied by Tender Fees and EMD shall be rejected as non-responsive.
- The EMD of the unsuccessful bidders would be returned within one month of signing of the contract with the successful bidder.
- EMD of the successful Bidder will be released after the Bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG).
- The EMD shall be forfeited by CCI, in case of the following events:

- (i) Bidder withdraws its Proposal during the validity period specified in RFP or any extension agreed by the bidder thereof
- (ii) Bidder does not respond to requests for clarification of its Proposal.
- (iii) Bidder fails to provide required information during the evaluation process.
- (iv) In case of a successful Bidder, the said Bidder fails to sign the Agreement in time; or furnish Performance Bank Guarantee.

4.3.4 Collusive Proposal

Bidders and their employees, agents, advisors and any other person associated with the bidder, must not engage in any collusive proposal, anti-competitive conduct or any other similar conduct with any other bidder or any other person in relation to the preparation or lodgement of response.

In addition to any other remedies available under any law or any contract, CCI reserves the right, in its sole and absolute discretion, to reject any such submission lodged by a bidder.

4.3.5 Site Conditions

Bidders should contact CCI's representative for their visit, if required to obtain additional information. Bidders should ensure that CCI representatives are intimated of the visit well in time to allow them to make appropriate arrangements for supply of information. All costs related to the visits shall be borne by the interested bidder.

4.3.6 Cost Incidental to RFP Preparation

Bidders shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. CCI shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.3.7 Right to Accept or Reject Proposal

CCI is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without incurring any liability to the bidders.

4.3.8 Statement of Deviations

In case, terms and conditions of the contract applicable to this tender are not acceptable to any Bidder, he should clearly specify deviations in its bid in the stipulated format "Statement of Deviations" given in this Tender Document. Any assumption, exclusion or out of scope statement in the bidder's proposal having financial implication or that can be inferred as a deviation of terms and conditions or scope of work etc. shall not be accepted by CCI.

4.3.9 Address of Correspondence

The Bidder shall send all correspondence / communication at the official mailing address, e-mail and fax number as mentioned by CCI in the *Section 1: Bid Data Sheet*.

4.3.10 Technical Proposal

- a. The Technical Proposal shall comprise the following:
 - (i) Technical Proposal Cover Letter;
 - (ii) Tender Document Fee
 - (iii) EMD
 - (iv) Power of Attorney / Written confirmation authorizing the signatory of the Bid to commit the Bidder
 - (v) Documentary evidence establishing the Bidder's eligibility to bid, in the order specified in Pre-Qualification Criteria;
 - (vi) Documentary evidence of the experience in form of Completion Certificate
 - (vii) Proposed Technical Solution
 - (viii) Compliance to Technical Specifications of Applications and Hardware
 - (ix) Approach & Methodology
 - (x) Project Timelines and Schedule
 - (xi) Resource Deployment Schedule
 - (xii) Training, Change Management & Roll out Strategy
 - (xiii) Curriculum Vitae (CV) of key professionals and support team to be deployed on the Project
- b. The technical proposal shall not include any financial information.

4.3.11 Financial Proposal

The Financial Proposal shall contain the following:

- i. Financial Proposal Submission Sheet
- ii. Any other document required in the BDS.
 - a. In preparing the financial proposal, the bidders are expected to take into account the requirements and conditions of the RFP document. The financial proposal should follow specified Standard Forms (Annexure: 13, 14 and 15). It shall list all costs associated with the assignment.
 - (i) The financial proposal should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes (sales, service, etc.), duties (excise & customs, etc.), octroi, fees, levies, works contract tax, entry tax and other charges as may be applicable, to be paid pre- or post-delivery or to be deducted by CCI at source, in relation to the Goods and Related Services.
 - (ii) CCI will provide Central Sales Tax Form C, wherever applicable.
 - (iii) The Bidder will provide Tax rates assumed for the calculation at the time of proposal for each item in notes to respective table.
 - b. The Bidders should express the price in Indian Rupees.
 - c. Commissions and gratuities, if any, paid or to be paid by Bidder related to the Assignment should be declared in the Financial Proposal.
 - d. The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the bidder is expected to keep available the key professional staff proposed for the assignment. CCI will make its best effort to complete negotiations within this period. If CCI wishes to extend the validity period of the proposal, the bidders who do not agree, have the right not to extend the validity of their proposals.

4.4 Submission, Receipt and Opening of Proposals

- a. The original proposal, both Technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidders themselves. The person who has signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should be in the respective formats.
- b. An authorized representative of the bidder shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.
- c. Two hard and two soft copies of both the Technical and the Financial Proposals should be submitted.
- d. The EMD and bid processing fee should be submitted in two separate envelopes marked as 'Earnest Money Deposit' and 'Tender Document Fees' respectively.
- e. The original and a copy of the Technical Proposal duly marked as "Original" and "Copy" shall be placed in a sealed envelope clearly marked as "TECHNICAL PROPOSAL" followed by the name of the Assignment/job.
- f. Similarly, the original and a copy of the Financial Proposal duly marked as "Original" and "Copy" shall be placed in a sealed envelope clearly marked as "FINANCIAL PROPOSAL" followed by the name of the Assignment/job. It shall bear a warning "Not to open until advised by CCI!"
- g. If the Financial Proposal is not submitted in a separate sealed envelope duly marked, as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- h. The envelopes containing the Technical Proposals, Financial Proposals, EMD and Tender Document Fees shall be placed into an outer envelope and sealed. This outer envelope and the inner envelopes shall bear the submission address, reference number and shall be clearly marked "DO NOT OPEN, BEFORE 1500 hrs. on 18th March 2014". The Bidders shall seal and mark the original and copy of the Bid strictly as stipulated. CCI shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for proposal rejection.
- i. The Proposals must be sent to the address indicated in the Bid Data Sheet and received by CCI no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by CCI after the deadline for submission shall be returned unopened.
- j. Telegraphic / Tele fax / Telex / E-mail submissions / quotations will not be accepted.

4.4.1 Period of Validity of Bids

Bids shall remain valid for 180 days after the date of submission of the proposal. A bid valid for a shorter period may be rejected as non-responsive.

CCI may, prior to the expiration of the bid validity period, request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security shall also be extended for a corresponding period; a Bidder may refuse

the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

4.4.2 Withdrawal of Bids

Bidders will be allowed to withdraw their proposals at any time prior to the deadline for submission of proposals. The Bidder must submit a written withdrawal request signed by the Bidder's duly authorized representative addressed to the concerned authority mentioned in the Data Sheet.

No bid shall be withdrawn subsequent to the last date and time for submission of bids.

4.5 Proposal Evaluation

4.5.1 General Evaluation Process

- CCI will constitute an Evaluation Committee that will carry out the entire evaluation process.
- From the time the Proposals are opened till the time the Contract is awarded, the Bidders should not contact CCI on any matter related to its Technical and/or Financial Proposal. Any effort by bidders to influence CCI in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the bidder's Proposal.
- The responsiveness of the Technical Proposal will be based on the contents of the Technical Bid documents.
- The evaluation will take into account the bidder's financial, technical and production capabilities and past performance based on an examination of the documentary evidence of the bidders qualification submitted by the bidder as well as any other information that CCI deems necessary and relevant.
- Bidders will be selected under Quality & Cost Based Selection (QCBS). The weightage for Technical and Financial would be 70:30 respectively.

4.5.2 Technical Bid Evaluation Criteria

The technical proposal, inter alia, would check overall completeness of documents and compliance with the bid requirements:

- The technical merits of solution, approach and methodology, equipment and architecture, deviation from the specified bid requirements and suitability of the facilities offered, quality, function and operation of any process included in the bid
- Compliance with the time schedules and Terms and conditions called for in the bid document

CCI shall examine the Bids to confirm that all terms and conditions, requirements specified in the Scope of Work given in the RFP have been complied and accepted by the Bidder without any material deviation or reservation.

To summarise, the Bid will be found responsive in complete fulfilment of the following parameters:

S. No	Parameters
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S. No	Parameters
1	Pre-Qualifying Criteria
2	Tender Fee
3	Validity of Bid Security
4	No Deviations
5	Acceptance of terms and conditions
6	Acceptance of scope of work
7	Implementation Schedule within timelines specified in RFP
8	Mandatory Technical Requirements
9	Manufacturer's Authorization Form, as applicable
10	No Alternative Bid

- A Technical Proposal that conforms to all the mandatory requirements, terms, conditions, and specifications of the RFP without deviation, reservation, or omission shall be declared to be responsive Bid.
- CCI may seek clarification from any Bidder during the process of the examination, evaluation, comparison and post-qualification of the Bids. Any clarification submitted by a Bidder that is not in response to a request by CCI shall not be considered. CCI's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by CCI in the evaluation of the Financial Proposal.
- CCI may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial, nonconformities or omissions in the Technical Proposal related to documentation requirements. Such omission shall not be related to any aspect of the Financial Proposal of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- If a Technical Proposal is not responsive, it shall be rejected and shall not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

4.5.3 Technical Score

If the bid is found responsive, it will be allocated technical scores on the following parameters.

S. No.	Technical Evaluation Parameters	Marks
1	Organization Details	10
	A. Average Annual turnover from IT operations in India for last 3 years 1. 50 - 200 Crores - 2 mark 2. More than 200 Crores - 3 marks	3
	B. Total number of years of existence in IT business 1. 5 to 7 years - 1 mark 2. 8 to 10 years - 2 marks 3. More than 10 years - 3 marks	3
	C. Certifications 1. ISO 9000 – 2 Marks	4

S. No.	Technical Evaluation Parameters	Marks
	2. ISO 27001 – 2 marks	
2	Relevant Experience (minimum 3 projects in last 3 years)	30
	• Data Centre Setup	15
	• DMS and Workflow Implementation	15
3	Compliance with Software Requirements Specifications	30
	• Identity & Access Management and Security System	1
	• Portal and Website	3
	• Email and Messaging	1
	• Document Management System	4
	• Workflow	4
	• Management Information System Software	2
	• Human Resource Management System	1
	• Payroll	1
	• Front Office Management	1
	• RFID based Library Management System	1
	• Forensic Analysis Software	1
	• Finance and Accounts Software	1
	• Inventory and Asset Management	1
	• Seminar and Event Management	1
	• Analytics & BI	2
	• Knowledge Management System	2
	• Electronic Record Management System	1
• E-Discovery	1	
• Audio/Video Conferencing	1	
4	Technical Presentation and Demonstration	30
	• Solution Architecture <ul style="list-style-type: none"> ○ COTS ○ Application Platform 	
	• Standardization	
	• Relevant Experience along with Online Demonstration of the implemented products	

Technical Presentation

The tender evaluation committee of CCI will invite responsive bidders to make presentation to CCI at a date, time and location determined by CCI. The objective of Presentation is to evaluate the bidder regarding their understanding, preparedness for the assignment and get clarification, if any.

Any cost incurred relating to the presentation will be borne by the bidder.

Minimum qualifying points are 75. The proposals with minimum 75% points would be determined to have cleared the technical evaluation and only their financial bid shall be opened. The score allocated by the Evaluation Committee will be final and no representation in this regard will be entertained.

After the evaluation of Technical proposal, CCI shall notify the successful bidders securing the minimum qualifying marks the date and time set for opening the Financial Proposals.

4.5.4 Financial Proposal Documents

The prices quoted by the Bidder in the Financial Proposal Submission Sheet and in the Financial Proposal shall conform to the requirements specified below.

All items in the BOM must be listed and priced separately in the Financial Proposal. If an item listed in Financial Proposal is not priced, their prices shall be assumed to be included by the bidder in the prices of other items.

If an item is not listed in the Financial Proposal, it shall be assumed not to be included in the Bid. In such event, if the bid is otherwise substantially responsive, Proposal Price shall be adjusted during evaluation of Financial Proposals, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The price of the missing or non-conforming item or component for this purpose shall be the highest of the prices quoted by the other bidders for such missing item or component.

Prices quoted by the Bidder must be firm and final and shall remain constant throughout the period of the contract and shall not be subject to any upward modifications.

The bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer is found to be the lowest, without considering the separate discount, CCI shall avail such discount at the time of award of contract.

4.5.5 Evaluation of Financial Proposals

CCI shall evaluate Financial Proposals of each Bid for which the Technical Proposal has been determined to be responsive and qualify the minimum technical score.

On opening of the Financial Proposals, CCI shall examine the Financial Proposals to confirm that all documents and financial documentation requested in RFP have been provided, and determine the completeness of each document submitted. CCI shall confirm that the following documents and information have been provided in the Financial Proposal. If any of these documents or information is missing, the offer shall be rejected.

- Financial Proposal Submission Sheet,
- Supplier Response Format given in RFP is submitted without any alteration and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested

To evaluate a Financial Proposal, CCI shall consider the following:

- The Bid Price quoted in Financial Proposal Submission Sheet i.e. inclusive of all duties, levies and taxes etc.

- Price adjustment for missing or non-conforming item(s) or component(s).
- Price adjustment for correction of arithmetic errors

CCI will rectify nonmaterial nonconformities or omissions. To this effect, the Bid Price shall be adjusted during evaluation of Financial Proposals, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. However, the Vendor shall provide the missing or non-conforming item or component within the quoted price.

Provided that the Technical Proposal is responsive, CCI will correct arithmetical errors during evaluation of Financial Proposals on the following basis:

- (i) 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, unless in the opinion of CCI there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (iii) If there is a discrepancy between words and figures, the amount in words shall prevail. However, where the amount expressed in words is related to an arithmetic error, the amount in figures shall prevail subject to (a) and (b) above.
- (iv) Except as provided in sub-clauses (i) to (iii) herein above, CCI shall reject the Financial Proposal if the same contains any other computational or arithmetic discrepancy or error.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited.

4.5.6 Financial Proposal Score Calculation

The proposal with total Lowest Price (LP) will be awarded a Financial Score of 100. Price Scores for other technically qualified Bidders will be evaluated using the following formula:

$$\text{Financial Score} = (\text{Lowest Price} / \text{Bidder Price} \times 100)$$

4.5.7 Bid Comparison

CCI shall compare all responsive bids to determine the bid with the maximum score.

For comparison of the combined Technical and Financial Score of all responsive bidders, following formula shall be used:

$$\text{Total Score} = (\text{Technical Score} \times 0.70) + (\text{Financial Score} \times 0.30)$$

Contract shall be awarded to the bidder with the highest evaluated Total Score. In case of a tie in the final composite score the Bidder with the higher Technical Score will be awarded the Contract.

4.6 Award of Contract

4.6.1 Award Criteria

CCI shall award the Contract to the Bidder whose offer has been awarded the maximum score.

4.6.2 Notification of Award

CCI, prior to the expiration of the period of bid validity, shall issue Letter of Intent (LOI) to the successful Bidder notifying that its Bid has been accepted. The Bidder shall send acknowledgment and acceptance of LOI within 7 days.

Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

4.6.3 Signing of Contract

The Bidder will be required to submit Performance Security within fifteen (15) days of the issuance of LOI. If the bidder does not submit the Performance Security within 15 days of issuance of LOI, its full EMD will be forfeited. On receipt of the Performance Security, the successful bidder will be invited to execute of the contract.

Failure of the successful bidder to sign the contract after the issuance of LOI within a period of 15 days, shall constitute sufficient grounds for the annulment of the award, in which event, CCI may make the award to the next highest scoring bidder at the cost of L1 or call for new bids.

4.6.4 Performance Security

The successful bidder shall, within fifteen (15) days of the notification of Contract award, provide an irrevocable Performance Security equivalent to 10 percent of the award value of the contract as bid by the Vendor. The guarantee shall be in the form of Fixed Deposit for 6 years with any Nationalized / Scheduled Bank in favour of Competition Commission of India.

Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event CCI may award the Contract to the next successful Bidder whose offer is responsive and is determined by CCI to be qualified to perform the Contract satisfactorily.

4.6.5 CCI's Right to Vary Quantities at Time of Award

CCI reserves the right to increase or decrease the quantity by 20% without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.

4.6.6 Confidentiality

After entering into contract CCI and the Vendor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party

hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Vendor may furnish to its Subcontractor such documents, data, and other information it receives from CCI to the extent required for the Subcontractor to perform its work under the Contract, in which event the Vendor shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Vendor.

The Vendor shall not use such documents, data, and other information received from CCI for any purposes unrelated to the Contract. The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

4.7 Disclaimer

The information contained in this Tender Document or subsequently provided to Bidder(s) or Applicants whether verbally or in documentary form by or on behalf of CCI or any of their employees or advisors is provided to the Bidder(s) on the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided.

This Tender Document purports to provide the Bidder(s) with information to support the formulation of their Proposals. This Tender Document does not claim to contain all the information each Bidder may think of as requirement for working out its proposal. This Tender Document may not be adequate for all parties, and it is not possible for CCI, their employees, or advisors to consider the investment objectives, financial situation, and particular needs of each Bidder who reads or uses this Tender Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Tender Document and where necessary obtain independent advice from appropriate sources. CCI employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the precision, reliability or completeness of the Tender Document. CCI may in their absolute discretion, but without being under any obligation to do so, update, improve or supplement the information in this tender document till a week before the date of submission given herein. Such addition, modification, deletion from the document, if done, shall be available at the same CCI web site where this document is made available.



5. Deliverables, Timelines and Payment Terms

PHASE I				
Milestone	I	II	III	
Timeline	6 Months from Start of Project	9 Months from Start of Project	3 Months from Go-Live	
Deliverables	DMS and Workflow Pilot	Supply and Install Application Software - Phase I	Handholding Support	
	Website Upgradation (with Audit)	Software Customization and Configuration		
	Installation and Commissioning of WAN and LAN	Web-portal Development		
	Supply of Equipment and Material	Software Testing and Acceptance		
	Configuration, Operationalization of Servers and Storage	Third Party Audit of Applications		
	Third Party Audit of Data Centre			Training and Change Management
				Digitization and Data Migration
		Implementation and Rollout (Go-Live)		
Payment	50 % of Commissioned IT Infrastructure Cost	50 % of Commissioned IT Infrastructure Cost + 50 % Project Implementation Cost	50 % Project Implementation Cost	

PHASE II				
Milestone	I	II	III	
Timeline	16 Months from Start of Project	19 Months from Start of Project	3 Months from Go-Live	
Deliverables	Defining KPI, Reporting System and KM Requirements	Software Customization and Configuration	Handholding Support	
	Supply of Equipment and Material	Development		
	Configuration, Operationalization of Servers, Storage and System Software	Infrastructure Audit		Software Testing and User Acceptance
				System and Application Audit
				Documentation
		Training and Change Management		
	Digitization and Data Migration			
	Implementation and Rollout			
Payment	50 % of Commissioned IT Infrastructure Cost	50 % of Commissioned IT Infrastructure Cost + 50 % Project Implementation Cost	50 % Project Implementation Cost	

Facility Management Services	
Activity	Payment Schedule
Facility Management Services	Cost for support and maintenance will be payable quarterly during 5 years support and maintenance period from the date of Go-Live. Quarterly instalment will be 1/20th of the total IT Support and maintenance cost. Payment will be subject to the compliance to SLAs and service review report for that quarter.

* Go-Live: The Go Live may be considered complete when the data centre setup has been complete in all respects including installation, commissioning of all the hardware and networking devices, installation, configuration and customization of all application software as per the requirement of CCI and their integration, completion of functionality and other test required as per specification, availability of network, and third party auditing etc.

6. Scope of Work

The project aims at setting up an integrated ICT system to enable CCI to manage its various functions and processes more efficiently and effectively. The scope includes setting up ICT at NICS Data Centre & DR Centre, and CCI Offices. This activity shall comprise fulfilment of the following tasks:

- i. Hardware: Supply, installation, commissioning and maintenance of all necessary hardware and networking equipment and its connectivity.
- ii. Networking: Supply, installation, commissioning and maintenance of MPLS based WAN and LAN at CCI Office and DG Office.
- iii. Software: Supply, installation and configuration of System Software, Database and Application Software etc.
- iv. Website: Upgradation of existing website
- v. Web Portal: Development of Web portal
- vi. Training and Change Management
- vii. Implementation and Rollout
- viii. Handholding
- ix. Facility Management Services

6.1 Pilot Run: DMS and Workflow

The SI shall be responsible for DMS and Workflow applications pilot to validate its approach for full application deployment. The pilot run for DMS and Workflow will be configured on the in-house server and will be tested by the users of CCI.

Delay in pilot run will incur a penalty of .20 % of project cost for every week of delay.

6.2 Supply of Equipment and Material

The SI shall be responsible for Purchase, supply, transportation, delivery at site, insurance, unloading, installation and successful commissioning of all the equipment, systems and application software listed at Annexure 12: Unpriced Bill of Material at CCI/NICS.

Any item though not specifically mentioned, but is required to complete the project in all respects for its safe, reliable, efficient and trouble free operation shall also be included, and the same shall be supplied and installed by the SI without any extra cost unless it is explicitly excluded.

6.3 Configuration, Operationalization of Servers and Storage

Installation, commissioning and maintenance of all necessary hardware, system software (like Operating system, database, and anti-virus etc.), networking equipment and its connectivity in NICS DC and CCI, as indicated in Vol. II.

The SI shall supply, install and commission the servers, switches, routers, backup and tape devices, Workstation PCs, and other necessary hardware/ system software as required.

The scope includes testing and commissioning & implementation of all equipment and systems of the project and putting them into operation. The scope shall include but not limited to the requirements given elsewhere in the specification.

6.4 Installation and Commissioning of WAN (VPN) and LAN

- **LAN**

Both offices of CCI (HQ and DG Office) have LAN which will be upgraded; the LAN in both offices will be wired and wireless.

The wireless network should work in infrastructure mode:

- Connecting all designated computers (laptop, desktop via a wireless access point or a wireless router with a wireless coverage of not less than 35 meters
- The access point / router should have integrated into it the functions of a bridge and data rate should be 300 Mbps or more
- It should connect to a wired network
- It may be assumed that laptops/ desktops will have Wi Fi LAN PCI Card 802.11a/b/g/n or better
- The wireless network should allow file/folder/drive and printer sharing
- The SI should lay required cabling for access points / router, as appropriate

The existing active network equipment viz. switches and hubs etc. will need to be restructured as indicated in *Vol. II: Network Architecture*.

- **WAN**

- Connect both the offices with each other and DC/DRC
- Installation and commissioning of networking equipment at both locations of CCI and DC / DRC, as required.

The bidder shall provide all required equipment, tools and resources which may not be specifically stated herein, but are required to meet intent of ensuring completeness, maintainability and reliability of the total system covered under this specification.

6.5 Supply, Install and Commission Application Software

The SI shall supply, install and commission the following software portfolio of COTS applications:

S. No.	Application
Phase I	
1	Document Management System
2	Workflow and Physical File Tracking
3	Website and Portal
4	Identity & Access Management
5	Management Information System Software
6	Email and Messaging
7	Human Resource Management System
8	Payroll
9	Front Office Management
10	RFID based Library Management System

S. No.	Application
11	Forensic Analysis Software
12	Finance and Accounts Software
13	Inventory and Asset Management
14	Seminar and Event Management
15	System Security and Data Leak/Loss Prevention Software
Phase II	
16	Business Intelligence and Business Analytics
17	Knowledge Management System
18	Electronic Record Management System
19	E-Discovery
20	Audio/Video Conferencing

The licenses for software packages need to be deployed on a centralized server with Service Oriented Architecture at centralized Data Centre maintained by CCI/NICSI.

In addition to the above licenses required for the indicated users, CCI may require additional licenses every year that will be supplied by the SI as and when so requisitioned. The assessment of total number of such licenses so taken during the preceding year shall be done at the end of each year and payment for these licenses shall be made at that time. If the licenses are supplied as per user basis as and when required, payment can be released on pro rata basis.

6.6 Software Customization and Configuration

The scope of customization would include, but not be limited to, the following:

- Customize as additions / extensions, modifications or workarounds the desired features specified herein but which are not available in the COTS software package
- Customize templates, as appropriate
- Script interfaces required for integration of applications, as appropriate

Provisioning of Software Requirements: SRS

The software package will need to meet the entire business process requirements of CCI. It would be the responsibility of the SI to provide all the required system and functional specifications of each module; the specifications listed herein for each module are indicative of minimum requirements and broad in nature. The same may/may not include the entire process to be taken care of at the time of implementation. The SI is expected to absorb all such processes / functionalities which may or may not be explicitly brought out in the specifications given in Volume II of this document. The responsibility of successful implementation of the software modules and other applications lies with the SI. To the extent they do not meet the business processes, the software will need to be appropriately configured, customized or extended to incorporate functionalities, features and processes to the satisfaction of CCI.

The System Integrator will need to carry out, among others, the following activities:

- i. Understand current business processes and MIS reporting requirements of CCI



- ii. Explain best practices available in the COTS software and how these best practices affect the existing business processes;
- iii. Identify areas where the software does not meet the requirements and draw up plan of action in terms of a workaround or customization
- iv. Map all MIS Reports currently available in the software with the MIS and Statutory reporting requirements of CCI and identify new reports that need to be customized / freshly developed;
- v. Design all desired access security as per IS policies of CCI and data validation controls;
- vi. Document the configuration done and prepare user manuals for maintenance of the configuration / customization and training documentation etc.

All customization though not specifically mentioned, but is required for Go-Live of the project shall also be done by the SI without any extra cost.

6.7 Software Testing and Acceptance Procedures

The bidder shall be responsible for the testing processes such as planning (includes preparing test plans and defining roles and their responsibilities), preparation (consists of preparing test specification, test environment and test data) and execution (includes testing at various levels like unit level, integration level, system level and production).

The bidder shall be responsible to provide all necessary testing and commissioning personnel, tools/kits, test equipment etc.

6.7.1 Third Party Testing and Auditing

The deployed solution (Data Centre, Network and Applications etc.) shall be accepted after appropriate testing and auditing by STQC Directorate.

6.8 Digitization and Data Migration

The SI will arrange adequate manpower of appropriate skills for the tasks of digitization and write bridge scripts for data migration.

Data Entry

Key in and validate data from existing manual records into digital records in required formats and populate databases for the software modules, as appropriate

The SI will need to provide domain expertise for codification of data, where required, e.g. inventory item codes for populating inventory database etc.

Scan and store documents, as appropriate

The SI will determine the inventory of documents to be included. This will entail working with each department in identifying the document, and determine how and who will be providing the documents for loading into the system. The scanned documents will be appropriately indexed / codified for access, retrieval and archiving under document management system.

Data Migration

Transfer files and records from existing applications into new databases and applications by developing bridge programs, as appropriate. The following are some indicative items for digitization and migrations.

6.9 Training and Change Management

The SI shall be required to organise following training for the owner's personnel:

- Professional Training - This is the training for the core Group of implementation team of the owner. This owner's team will comprise of members from all the Business Functions and IT. Each member would be trained in the relevant function / module. It is the responsibility of SI to deliver this training. Standard curriculum designed and agreed by CCI for hardware, software and network preferably from the OEM partner or OEM's certified training partner shall be arranged for each group.
- End User Training - The bidder will provide training to CCI's team on a "Train the Trainer" basis. CCI's team so trained will then train all of the end users.
- The recommended training material can be in paper / electronic media with courses on BPA software fundamentals, business process overview, job activity training, and delivery options being on-line, CBTs, instructor led class rooms, etc.
- During the course of the implementation, the bidder is expected to complete / be involved in the following activities in terms of skill transfer :
 - Testing scripts should be prepared to test the business processes and scenarios of the new system.
 - The project team members will further develop these testing scripts into training documents.
 - Training material will be organised by functional process that will serve as the training documentation for a particular functional area.
 - Assist CCI's team members in creating procedure documents for use in conjunction with the other training material. A procedure document will list all of the transactions necessary to complete a business scenario whereas a training document lists the steps to execute a transaction. Each step will be a transaction referenced in a training document. Procedures will be listed for all the online steps needed to complete a scenario.
 - In addition to functional training document binders and procedures, the project team members will create training courses and exercises. The training courses will contain all the training documents and necessary to train an end-user in his / her role. The training exercises will list common business scenarios and input data that the user will enter to practice with the newly developed BPA software.
 - SI will assist in administering training to project team members and / or power users, to "train the trainers".



- SI should assist in administering training to the rest of the users / peers in functional areas based on the course documentation developed by the project team and SI.
- The training will consist of a curriculum of courses to address the issues of system operation, business-wide application, changed business processes and the general use of the new system.
- Representatives from the SI, CCI's implementation project and change management teams will be involved throughout in the development of training strategy, training material design and development, standards and training delivery to ensure that change management issues are incorporated, and that training strategies and materials are aligned to the requirements of the project and as business-specific as possible.
- The roll out of the training program will be coordinated with the overall project implementation strategy.

The different users would be trained as below:

- i. The users of the various modules will be trained to use their application.
- ii. The business management team members would be trained in the use of business intelligence tools and in defining the KPIs etc.
- iii. The IT Division will be trained on following for one week:
 - **Project Management**
 - i. IT Project Management
 - ii. Project Evaluation/Audit
 - **Technology**
 - i. Networking Training
 - ii. Web Designing and Management
 - iii. Data Centre and Management
 - iv. Disaster Recovery
 - v. Quality Management
 - vi. Database and Storage Administration
 - vii. Information Security
 - viii. Applications
 - ix. SLA Monitoring
 - x. IT Standards, Guidelines and Procedures
 - xi. Risk Analysis

6.10 Special Tools and Accessories

The bidder's proposal shall include the list of special tools, testing equipment and accessories required during development stage, for day to day operation and maintenance of the system. All such tools shall be supplied by the bidder. The bidder should clearly bring out the list of such tools along with itemized price in the bid. However the prices of these special tools shall be included in the lump sum bid price and would be considered for the bid evaluation.

6.11 Documentation

The following documents (one set each) will be required for smooth functioning of the system:

- User manuals;
- System administrator manuals;
- Technical manuals;
- Installation guides;
- Business process guides;
- Program flow descriptions;
- Data model descriptions;
- Sample reports;
- Screen formats;
- Toolkit guides;
- Troubleshooting guides;
- Frequently asked question (FAQ) guides.

Hard copy and soft copy of document are expected to be provided by the SI.

SI will be expected to assist in developing operational procedure manuals. If the user manuals are provided in Word format, the client should have the ability to customise their own manual to include specific business processes or operational procedures.

SI can also be required to provide context sensitive on-line help, which includes all materials provided in the hard copy manuals. Where possible, users should be able to add their own on-line help documentation.

6.12 Supply of Media and Source Code

Bidder shall supply two copies of media of all related software offered as solution and Source Code of customizations.

6.13 Implementation and Rollout: Go - Live

Installation and roll out would be the actual go live phase for the package implementation. This will cover the following activities:

- i. Carrying out the final testing of the configured software and obtaining the user and IT level sign-offs. This will include documentation of the testing procedures and results obtained.
- ii. Transferring the duly tested configuration to the production environment.
- iii. Organising Data Migration and appropriate database population
- iv. Digitisation and populating the master records, as appropriate
- v. Installation of the software and handing over of related documentation and media to IT Division of CCI
- vi. Document upload and indexing
- vii. Data upload for opening balances and open master data with due validation and checklists. Documentation of the data uploads to be maintained.
- viii. Assist in clearing the initial transactions.
- ix. Development of the necessary MIS Reports – generation of these reports for the quarter which will be duly approved by CCI;
- x. Implement all designed access security and data validation controls

- xi. Implementation would include effective running of all data transfer programs that are planned for effective integration of the software modules with other application and system software
- xii. Carry out the roll out of the software in a time bound manner.

6.14 Information Security Policy Implementation

The System Integrator will have to incorporate the Information Security Policy as per the requirements of ISO 27001 into the network and application design etc., as appropriate. The information security provisioning may be audited.

6.15 Licensing

- All the licenses will be procured in the name of Competition Commission of India.
- The Bidder shall provide enterprise wide licenses without constraints of Number of CPU/Number of Core/Number of Users for all applications and system software. The enterprise means both present offices and any new office opened in India during this engagement.
- All the licenses shall be owned by CCI even after the end of 5 years of date of go-live.

6.16 Warranties

- Hardware and Network Equipment: SI will be solely responsible for initial Warranty of three years on all hardware and networking equipment and followed by two (2) years AMC during FMS.
- Software: Advance Technical Support will be initially for three (3) years and CCI and followed by two (2) years ATS during FMS.

6.17 Handholding Support

The project will be deemed to have been completed and rolled out when the last software module is tested and accepted. The software warranty will start for one year effective from this date. The SI will provide handholding support for a period of 3 months starting from the Go-Live Date.

The team involved in customization, development, commissioning and roll out will provide hands on full support to users at both the offices during this period. The team members would resolve issues and troubleshoot any problems that users face in using software. This support is besides the SI responsibility under warranty. During handholding, the SI will manage, operate and maintain the IT Infrastructure.

Minimum three qualified resources should be deployed on-site at CCI office and two qualified resources at DG Office during handholding support.

6.18 IT Infrastructure Management / IT Facility Management

SI will provide IT Infrastructure Management for a period of five years, after go live. The scope of Facility Management covers all elements of IT infrastructure for their availability, reliability, manageability and scalability as per SLAs defined. All services would be on site.



SI should deploy minimum three qualified resources on-site at CCI office and two qualified resources at DG Office during IT Facility Management tenure.

The range of services includes:

- Data Centre Management
 - Database Administration
 - Messaging Services
- WAN and LANs at all locations and service provider management
- Security services for IT infrastructure and Information – IT security policy enforcement. SI will implement any modification in the IT security policy desired by CCI and also suggest security provisioning based on incidents during operations to plug security loopholes
- IT Infrastructure Support Services
- Application Software support and maintenance for bug fixing, updates, modifications and change requests
- System Software
- Software Version Control & License Management
- Anti-virus Support
- Help Desk Services with the help of a tool to provide incident management, ticketing management, problem management, change management, release management, e-mail listener etc.
- Vendor Management and Maintenance Services
- Warranty Management
- Performance management and optimization of the entire IT Infrastructure. Monitor and review it against the defined performance requirements and SLAs.
- SLA Monitoring and availability management using appropriate tools.

The on-site engineers would be responsible for following, but not limited to, in performance of the above services:

- Support for changes in configurations of the Application Software or creating new configurations wherever necessary.
- Help Desk will respond to and will resolve the problem as per the SLA.
- Maintenance of entire computing infrastructure including preventive maintenance, breakdown fixes etc. (maximum down-time for any machine should not be more than 4-8 working hours, otherwise an equivalent replacement should be provided)
- Maintaining the hardware, software inventory, licenses etc.
- Installation of latest patches and updates on all machines
- Coordinating with the respective SIs who are providing warranty / maintenance support, if any, for the IT infrastructure.
- Use appropriate tools for tracking of SLA for self and SIs.
- Review the service levels of the network service provider as per the defined schedule on SLA performance along with CCI
- Provide SLA performance report of the network service provider, using appropriate tools.
- Virus checking and updating the new definitions. All information assets at CCI shall be protected from malicious software such as viruses, worms and Trojan-horses that can compromise confidentiality, integrity and availability of business information. A comprehensive anti-virus process incorporating protection, detection and recovery measures shall be adopted to reduce the likelihood of a virus



outbreak, contain the spread in case of a virus attack and to minimize potential damages.

- Daily backup of all the important servers and databases and PCs as per backup policy. The engineer should also ensure adequate controls are in place to recover and test the back-up data periodically.
- All changes should be authorized and tested before they are implemented. The detailed process should be followed only for the major changes. There should be a review of major changes to evaluate the effectiveness. The process requires all changes to be classified as major or minor. The process also requires that the operations team identify emergency changes and these changes should be pre-approved by a centralized monitoring and approving authority of CCI.
- Desktops and Laptops are the gateway for providing access to information systems. Many of these desktop or laptop machines will be allowed internet access. Hence security of these gateway devices must be ensured.
- Engineer shall ensure that risks with weak passwords have been assessed and protected to manage unauthorized access.
- All security breaches or attempts to breach and all discovered security weaknesses in information systems must be reported. Incident management process must ensure that all reported security breaches or weaknesses are responded to promptly and action taken to stop reoccurrence.
- Will ensure that the Information security policies adopted by CCI are enforced
- Will ensure maximum resistance to unauthorized physical access and protection against environmental threats.
- Movement of IT assets, equipment and documents must be controlled and monitored at all times.

7. Project Timelines

The SI is expected to engage dedicated teams for different modules so that the development and deployment of different modules can be done in parallel.

7.1 Phase I Schedule

Activity	M 1	M 2	M 3	M 4	M 5	M 6	M 7	M 8	M 9	M 10	M 11	M 12
Milestone 1												
DMS and Workflow Pilot												
Website Upgradation (with Audit)												
Installation and Commissioning of WAN and LAN												
Supply of Equipment and Material												
Configuration, Operationalization of Servers and Storage												
Third Party Audit												
Milestone 2												
Supply and Install Application Software - Phase I												
Software Customization and Configuration												
Web-portal Development												
Software Testing and Acceptance												
Third Party Audit												
Training and Change Management												
Digitization and Data Migration												
Implementation and Rollout (Go-Live)												
Milestone 3												
Handholding Support												

7.2 Phase II Schedule

Activity	M 13	M 14	M 15	M 16	M 17	M 18	M 19	M 20	M 21
Milestone 1: Project Planning									
Defining KPI, Reporting System and KM Requirements									
Milestone 2: Infrastructure Setup									
Supply Installation and Commissioning of Equipment and Material									
Milestone 3: Project Implementation									
Supply, Install and Commission Application Software - Phase II									
Software Customization and Configuration									
Pilot									
Software Testing and Acceptance Procedures									
Auditing									
Training and Change Management									
Digitization and Data Migration									
Implementation and Rollout									
Milestone 4: Handholding									
Handholding Support									

8. General Conditions of Contract

8.1 Contract Documents

All documents forming the contract are intended to be correlative, complementary, and mutually explanatory.

8.2 Corrupt & Fraudulent Practices

CCI requires SI to observe the highest standard of ethics during the procurement process and execution of contract. In pursuance of this practice, following definitions apply:

- a. "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- b. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- c. "Collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of CCI, designed to establish prices at artificial, non-competitive levels;
- d. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

Measures to be taken by CCI

- i. CCI may terminate the contract if it determines, at any time, that representatives of the SI engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the contractor having taken timely and appropriate action satisfactory to CCI to remedy the situation;
- ii. CCI may also impose sanction against the bidder, including declaring the bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if CCI at any time determines that the SI has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing the contract.

8.3 Interpretation

In this Contract unless a contrary intention is evident the following apply:

- a. The clause headings are for convenient reference only and do not form part of this Contract;
- b. Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- c. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
- d. A word in the singular includes the plural and a word in the plural includes the singular;
- e. A word importing a gender includes any other gender;
- f. A reference to a person includes a partnership and a body corporate;

- g. A reference to legislation includes legislation repealing, replacing or amending that legislation;
- h. Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings
- i. In the event of an inconsistency between the terms of this Contract and the Bid document and the proposal, the terms of this contract hereof shall prevail.
- j. Whenever a material or article is specified or described by the name of a particular brand, manufacturer or trade mark, the specific item shall be understood as establishing type, function and quality desired. Products of other manufacturers may also be considered, provided sufficient information is furnished so as to enable CCI to determine that the products are equivalent to those named

8.4 Entire Contract Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

Modifications or Variations:

Any modification or variation in terms and conditions of the Contract, as well as any modification or variation in the scope of Services, may only be made by written agreement between both the Parties.

8.5 Legal Relationship

Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between CCI and the SI. The SI subject to this contract for selection has complete charge of its personnel in performing the services under the Project from time to time. The SI shall be fully responsible for the services performed by it or any of its personnel on behalf of the SI hereunder.

8.6 Scope of Work

Unless otherwise stipulated in the Contract, the Scope of Work shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were explicitly mentioned in the Contract.

8.7 Modification in Scope of Work

CCI may at any time, by a written order given to the SI, make additions / changes within the general scope of the Contract.

If any such additions / change causes an increase or decrease in the cost of, or the time required for, the SI's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be

amended. Any claims by the SI for adjustment under this clause must be asserted within seven days from the date of the SI's receipt of CCI's changed order.

8.8 Duration of Project

The SI shall complete the implementation of both phases of the project in 21 Months in accordance with the Project Timelines specified in Section 7 followed by a period of five years of IT Facility Management.

8.9 Delivery

The Delivery of the Goods and Completion of the Related Services shall be in accordance with the **Project Timeline** specified in the **Section 7**.

8.9.1 Personnel

- a. The SI shall employ and provide such qualified and experienced personnel as are required to carry out the Services.
- b. The SI should confirm that the title, agreed job description, minimum qualification and estimated period of engagement of each of the SI's Personnel are as per its proposal.
- c. In respect of the personnel, which the SI proposes to use in the carrying out of the Services, the SI shall submit to CCI for review and approval of a copy of their Curricula Vitae (CVs). If CCI does not object in writing (stating the reasons for the objection) within 7 days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by CCI.
- d. Removal and/or Replacement of Personnel:
 - Except as CCI may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the SI, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the SI shall forthwith provide as a replacement a person of equivalent or better qualifications.
 - If CCI finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the SI shall, at CCI's written request specifying the grounds there for, forthwith provide as a replacement a person with qualifications and experience acceptable to CCI.

8.10 Extension of Time

If at any time during the Contract, SI encounters conditions impeding timely delivery of Goods or completion of Related Services the SI shall promptly notify CCI in writing the cause of delay and its likely duration. On receipt of SI's notice, CCI shall evaluate the situation and may at its discretion extend the time for execution, in which case the extension shall be ratified by the parties by amendment of the Contract.

Except in case of Force Majeure or where the delay in delivery of the Goods or completion of Related Services is caused by CCI, any extension granted under above paragraph shall not absolve the SI from its liability to pay liquidated damages.

8.11 Applicable Law

Applicable Law means the laws and any other instruments having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of India.

8.12 Intellectual Property Rights

No services covered under the Contract shall be sold or disposed by the SI in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The SI shall indemnify CCI from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the SI, CCI shall be defended in the defence of such proceedings.

CCI shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all Source Code, Object Code, Records, Reports, Designs, Application Configurations, Data and Documentation, Products, Specifications, Drawings and other documents which have been newly created and developed by the SI solely during the performance of Related Services and for the purposes of inter-alia use or sub-license of such Services under this Contract.

The SI undertakes to disclose all such Intellectual Property Rights arising in performance of the Related Services to CCI and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of CCI. To the extent that Intellectual Property Rights are unable by law to so vest, the SI assigns those Intellectual Property Rights to CCI on creation.

The SI must ensure that all approvals, registrations, licenses, permits and rights etc. which are, inter-alia, necessary for use of the goods supplied / installed by SI, shall be acquired in the name of CCI, and the same may be assigned by CCI to the SI solely for the purpose of execution of any of its obligations under the terms of this Contract. However, subsequent to the term of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of CCI.

8.13 Governing Language

The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract exchanged by the parties shall be written in English. English shall be the binding and controlling language for all matters relating to the meaning and interpretation of the documents in this Contract.

8.14 Performance Security

The successful bidder shall, within fifteen (15) days of the notification of Contract award, provide an irrevocable Performance Security equivalent to 10 percent of the award value of the contract, as bid by the SI in his bid. The guarantee shall be in the form of Fixed Deposit Receipt in favour of CCI.

The performance guarantee shall be initially valid up to the expiry of warranty period computed on the basis of stipulated date for the completion of the project. In case the time of completion of work gets extended, the SI shall get the validity of the Performance Guarantee extended to cover such enlarged time of completion of work. After the expiry of the warranty period, the Performance Security shall be returned to the SI.

In the event of contract being determined or rescinded under the provision of any of the Clause/Condition of the agreement, the Performance Guarantee shall stand forfeited in full and shall be absolutely at the disposal of CCI.

8.15 Project Review and Monitoring

CCI will set up a Project Monitoring Committee to monitor the progress of the project. The SI will be required to submit fortnightly progress reports to CCI and may also be asked to make presentations before the Monitoring Committee. The SI may rise, before this Committee, any issue relating to the inputs expected from CCI or any other difficulty experienced in carrying out the project.

8.16 Performance Assessment & Penalty

There shall be a penalty for non-adherence to the time schedule prescribed in Section 7, unless the delay is shown to be for the reasons beyond the control of the SI. The SI will be given an opportunity to explain the delay.

For every week of project delay, in respect of Phase I, beyond scheduled period of 9 months from Start of Phase I of project, 0.75 % of the project fee shall be liable to be deducted for every week (or part thereof).

Similarly, for every week of project delay, in respect of Phase II, beyond scheduled period of 6 months from Start of phase II of project, 0.75 % of the project fee shall be liable to be deducted for every week (or part thereof).

If the delay is beyond 12 weeks then CCI may terminate the Contract and shall be free to get it done from some other source at the risk and costs of the SI. The SI will be debarred for applying in future project assignments.

8.17 Termination

8.17.1 Termination for Default

CCI may, without prejudice to any other remedy for breach of Contract, by written Notice of default sent to the SI, terminate the Contract in whole or in part:

- a. If the SI fails to deliver any or all of the Goods or Related Services within the period specified in the Contract, or within any extension thereof granted by CCI; or
- b. If the SI, in the judgment of CCI has engaged in corrupt, fraudulent, collusive, or coercive practices, in competing for or in executing the Contract; or
- c. Any representation made by the bidder in the proposal is found to be false or misleading

- d. If the SI commits any breach of the Contract and fails to remedy or rectify the same within the period of two weeks (or such longer period as CCI in its absolute discretion decide) provided in a notice in this behalf from CCI.

In the event, CCI terminates the contract in whole or in part, CCI may get the services done, upon such terms and in such manner as it deems appropriate, similar to those not undelivered or not performed and the SI shall be liable to CCI for any risk and costs for such similar services. However, the SI shall continue performance of the contract to the extent not terminated. In addition, such action by CCI as aforesaid shall not relieve the SI of his liability to pay liquidated damages for delay in completion of works.

8.17.2 Termination for Insolvency

CCI may at any time terminate the Contract by giving Notice to the SI if the SI becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the SI, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to CCI.

8.17.3 Termination for Convenience

CCI, by Notice sent to the SI, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for CCI's convenience, the extent to which performance of the SI under the Contract is terminated, and the date upon which such termination becomes effective.

The Goods that are complete and ready for shipment within twenty-eight (28) days after the SI's receipt of the Notice of termination shall be accepted by CCI at the Contract terms and prices. For the remaining Goods, CCI may elect:

- a. To have any portion completed and delivered at the Contract terms and prices; and/or
- b. To cancel the remainder and pay to the SI an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the SI.

8.17.4 Consequences of Termination

Upon Termination of the Contract, the SI shall:

- i. Prepare and present a detailed exit plan within ten calendar days of termination notice receipt to CCI ("Exit Plan").
- ii. CCI along with designated team will review the Exit plan. If approved, SI shall start working on the same immediately. If the plan is rejected, SI shall prepare alternate plan within five calendar days. If the second plan is also rejected, CCI or the authorized person will provide a plan for SI and it should be adhered by in totality.

The Exit Plan should cover at least the following:

- a. Execute all documents that may be necessary to effectively transfer the ownership and title, including OEM warranties in respect of all equipment;

- b. Handover all related documentation and other Configurable Items, if any in his possession;
- c. Handover the list of all IT Assets, passwords at all locations to CCI

The SI and CCI (or the authorized person) will sign a completion certificate at the end of successful completion (all points tracked to closure) of the Exit Plan.

8.18 Force Majeure

- i. Neither party shall be responsible for breach of contract resulting from acts beyond the control of such party and not reasonably foreseeable. Such acts shall include but not be limited to acts of God, Riots, Acts of war or Epidemics.
- ii. In the event, the timely and efficient progress of the work is interrupted or suspended because of a force majeure event, the term of the agreement may be extended, at the request of the party taking such plea made immediately after such event, to include number of days for which the progress of the work was so interrupted or suspended, and the completion date shall be pushed back accordingly. Any such extension of the term and new completion date shall be subject to the consent of the other party.

8.19 Terms of Payment

- The Contract Price shall be paid in the manner specified in the Section 5: Payment Schedule. No invoice for extra work/change order on account of change order will be submitted by the SI unless the said extra work / change order has been authorized / approved by CCI in writing.
- The SI's request for payment shall be made to CCI in writing, accompanied by invoices submitted pursuant to GCC Clause 8.9.
- If any excess payment has been made by CCI due to difference in quoted price in proposal and SI's invoice, CCI may without prejudice to its rights recover such amounts by other means after notifying the SI or deduct such excess payment from any subsequent payment due to the SI
- The currency in which payment shall be made to the SI under this contract is Indian Rupees (INR).

8.20 Taxes & Duties

- a. The prices quoted by the SI shall be inclusive of all duties/taxes/levies. Responsibility for including all applicable taxes/duties/levies in the proposal lie with the bidder and CCI shall not be responsible for any error/omission on the part of the bidder. Payment of taxes/duties/levies shall not be made separately.
- b. For goods supplied, the SI shall be entirely responsible for all taxes, duties, entry tax, license fees, other levies (including levies imposed outside CCI's country) etc., incurred until delivery of the Goods and Related service to the CCI. CCI will provide Central sales tax Form C, where ever applicable.

8.21 Settlement of Disputes

In case, a dispute arises between parties, then there would be two ways for resolution of the dispute under the Contract viz:

- (i) **Amicable Settlement:**

Performance of the Contract is governed by the terms and conditions of the Contract. However, at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party to the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then sub-clause (ii) shall become applicable.

(ii) Arbitration

In case the dispute arising between the CCI and the SI is not settled amicably, the same shall be settled through Arbitration under Arbitration & Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

Arbitration proceedings will be held in India at Delhi and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. The arbitration awards shall be in writing and shall state the reasons for the award.

In the case of dispute arising between the CCI and the SI, the same shall be referred for arbitration to the Arbitral Tribunal, having Sole Arbitrator to be appointed by the Secretary, Department of Legal Affairs, Government of India, New Delhi.

8.22 Defence of Suits

If any action in court is brought against CCI or an agent of CCI for the failure or neglect on the part of the SI to perform any acts, matter, covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence on the part of the SI, his agents, representatives or his sub SI, SI or employers, the SI shall in all such cases indemnify and keep CCI and his agent or his representatives, harmless from all losses, damages, expenses or decrees arising of such action.

8.23 Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated at New Delhi, India only.

8.24 Notices

All notices and other communications under this contract must be in writing, and must either be mailed by registered mail with acknowledgement due or hand delivered with proof of it having been received.

If mailed, all notices will be considered as delivered after 5 days, of the notice having been mailed. If hand delivered, all notices will be considered, when received by the party to whom the notice is meant and sent for. If the notice is faxed and /or e-mailed, it would be considered as delivered on the same day.

All notices under this contract shall be sent to or delivered at the address as specified by the parties.

A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

8.25 Confidentiality

Both parties undertake to each other to keep confidential all information (written as well as oral) concerning the business and affairs of the other, which has been obtained or received as a result of the discussions leading up to or the entering of the contract.

After the entering of the contract CCI and the SI shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

Notwithstanding the above, the SI may furnish to its Subcontractor such documents, data, and other information it receives from CCI to the extent required for the Subcontractor to perform its work under the Contract, in which event the SI shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the SI under this Clause.

The SI shall not use such documents, data, and other information received from CCI for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

The SI, in particular, shall be liable to be proceeded against for breach of confidentiality in terms of the provisions contained in regulation 35 of the CCI (General) Regulations, 2009.

The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

8.26 Handling of Document/ Confidentiality

Except with the prior written consent of CCI, the SI and its Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the SI and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

8.27 Return of Information to the CCI

CCI reserves the right, in its sole and absolute discretion, to demand that at any stage all written information provided by CCI (whether confidential or otherwise and without regard to the type of media on which such information was provided to any bidder/SI, including all copies of such information) be:

- Returned to CCI, in which case the bidders/SI must promptly return all such information to the address identified by CCI; or

- Destroyed by the bidder, in which case the bidder must promptly destroy all such information and provide CCI with written certification that it has been destroyed.

8.28 Sub-Contracting

The SI shall notify CCI in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the SI from any of its obligations, duties, responsibilities, or liability under the Contract.

- a. The SI shall ensure that the sub-contractor appointed has sufficient capacity to undertake the execution of the tasks they will perform under this Contract.
- b. The SI indemnifies and shall keep indemnified CCI against any losses, damages, claims or such other implications arising from or out of the acts and omissions of such subcontractor.
- c. The SI shall be responsible for making all payments to the subcontractor as may be necessary, in respect of any Services performed or task executed, and CCI shall not be responsible for any part or full payment which is too due to such subcontractor.
- d. All rights of use of any process, product, service or facility developed or any other task performed by the subcontractor for the SI, under this contract would lie exclusively with CCI in perpetuity free from all liens, encumbrances and other third party rights and the SI shall, wherever required, take all steps that may be necessary to ensure the transfer of such ownership in favour of CCI.

Where CCI deems necessary, it shall have the right to require replacement of any subcontractor with another subcontractor and the SI shall in such case terminate forthwith all agreements/contracts other arrangements with such subcontractor and find suitable replacement for such subcontractor to the satisfaction of CCI at no additional charge. Failure to terminate all agreements/contracts with such subcontractors, shall amount to a breach of the terms hereof.

8.29 Specifications and Standards

The SI shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract as specified by CCI.

8.30 Insurance

The SI (i) shall take out and maintain insurance, at its own cost against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery but on terms and conditions approved by "CCI" and (ii) at "CCI's" request, shall provide evidence to the "CCI" showing that such insurance has been taken out and maintained and that the current premiums have been paid.

The Goods supplied under the Contract shall be fully insured by the SI, in INR, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.

8.31 Transportation

The costs relating to transportation of the Goods during the tenure of project execution shall be borne by the SI and will be in accordance with the delivery schedule prescribed in the Contract.

8.32 Inspections and Tests

The SI shall at its own expense and at no cost to CCI carry out all such tests and/or inspections of to ensure that the Goods and Related Services comply with the functional parameters, codes and standards specified in the Scope of Work and to the satisfaction of CCI. Whenever SI is ready to carry out any such test and inspection, it shall give a reasonable advance notice to CCI, including the place and time and on completion of the inspection, a report of the result will be sent to CCI.

CCI may reject any Goods / Related Services or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The SI shall either rectify or replace such rejected Goods/ Related Services or parts thereof or make alterations necessary to meet the specifications at no cost to CCI, and shall repeat the test and/or inspection, at no cost to CCI.

8.33 Warranty

The SI shall ensure that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. The warranty shall remain valid for the period defined herein.

SI is bound to expeditiously repair or replace at no cost to CCI, any defective Goods or parts found during the Warranty period and in the event of a failure to do so within a reasonable period CCI may proceed to take such remedial action, as may be necessary, at the SI's risk and cost.

8.34 Patents

The SI shall hold harmless and indemnify CCI from and against damage, loss and expenses arising from any claim for infringement of patent, copy right, design and other such rights in existence or to be granted on and application published prior to the completion of this engagement with respect to or arising out of the use or supply of design or any work in accordance with the specification and plans furnished or recommended by the SI.

The SI shall promptly notify CCI in writing if the SI has or has acquired knowledge of any patent under which claim or suit for infringement could reasonably be brought because of the use by CCI of any information, recommendation or specification, services rendered by the SI.

The SI, in such case, shall forthwith at its own cost make and furnish to CCI alternative specifications or recommendations to avoid the same and without putting CCI to any additional cost.

8.35 Change in Laws and Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bye law having the force of law is enacted, promulgated, abrogated, or changed, where CCI office/location is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date, then such Delivery Date shall be correspondingly increased or decreased, to the extent that the SI has thereby been affected in the performance of any of its obligations under the Contract.

8.36 Change in SI Representatives

CCI reserves the rights to require a change in SI's representatives, if the assigned representatives are not, in the opinion of CCI, meeting its needs adequately.

8.37 Change Order and Contract Amendments

CCI may at any time order the SI through written Notice to make changes within the general scope of the Contract in any one or more of the following:

- Specifications for hardware, software and Related Services
- Method of shipment or packing;
- Place of delivery; and
- Related Services to be provided by the SI.

If any such Change Order causes an increase or decrease in the cost of, or the time required for, the SI's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the SI for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the SI's receipt of CCI's Change Order.

No variation or modification of the terms of the contract shall be made except by written amendment signed by the parties.

8.38 Assignment

The SI shall not assign, in whole or in part, their obligations under this Contract.

8.39 Public Disclosure

All materials supplied to CCI by bidder are subject to Country ("India") public disclosure laws such as RTI etc. The SI's team shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless CCI first gives its written consent.

8.40 SLA Audit

A designated team / person from CCI will review the performance of SI against the SLA each month. The review / audit report will form basis of any action relating to imposing penalty on breach of contract by the SI.

8.41 Adherence to Safety procedures, Rules Regulations and Restriction

The SI shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by CCI shall be applicable in the performance of this Contract and SI's team shall abide by these laws.

Access to the Datacentre / DRC and CCI's locations shall be strictly restricted. No access to any person except the essential personnel belonging to the SI who are genuinely required for execution of work or for carrying out management/maintenance, who have been explicitly authorized by CCI shall be allowed entry to DC/DRC and CCI's locations. Even if allowed, access shall be restricted to the pertaining equipment of the CCI only. The SI shall maintain a log of all activities carried out by each of its personnel.

The SI shall take all measures necessary to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. The SI's team shall adhere to all security requirement/regulations of the CCI during the execution of the work.

SI shall report, as soon as possible, any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

8.42 Non-Solicitation of Staff

For the purpose of this contract, both parties to this contract agree, not to solicit either directly or indirectly with a view to provide or offer employment to, offer to contract with or entice a staff member of the other party to leave without the consent of the other during the term of this agreement and for an additional period of 180 days after termination.

8.43 Survival

The clauses of this contract, which by nature are intended to survive termination of this contract, shall remain in effect after such termination.

8.44 Certificate not to affect Owner Right and Contractor Liability

Neither the payment made by the CCI nor any extension of time for execution of the Works granted by the CCI shall affect or prejudice its rights against the SI or relieve the SI of its obligations for the due performance of the Contract, or be interpreted as approval of the Works done or discharge the liability of the SI for the payment of damages whether due, ascertained or certified or not or any sum against the payment of which it is bound to indemnify CCI.

8.45 Grants, Commissions and Gifts etc.

Any grant, commission, gift or advantage given, promised or offered by or on behalf of the SI or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with CCI shall, in addition to any criminal liability which it may incur, subject the SI to the cancellation of this and all other contracts and also to payment of any loss or

damage to CCI resulting from any such cancellation. CCI shall be entitled to deduct the amount so payable from any monies otherwise due to the SI under the Contract.

8.46 Enforcement of Terms

The failure of either party to enforce at any time any of the provisions of this Contract or any rights in respect thereto or to exercise any option here in provided, shall in no way be construed to be a waiver of such provisions, right or options or in any way to affect the validity of the Contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have.

8.47 Waiver

Save where this RFP/agreement expressly provides, neither party shall be deemed to have waived any right, power, privilege or remedy under this agreement unless such party shall have delivered to the other party a written waiver signed by an authorized office of such waiving party. No failure or delay on the part of either party in exercising any right, power, privilege or remedy hereunder shall operate as a waiver, default or acquiescence thereof, nor shall any waiver on the part of either party of any right, power, privilege or remedy, nor shall have any single or partial exercise of any right, power, privileges or remedy, nor shall any single or partial exercise of a right, power, privilege or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy hereunder.

8.48 Damages

Without prejudice to the clauses on Penalty and Cancellation / Performance Security, CCI shall be entitled to claim damages to be paid by the SI under any of the following eventualities:

- i. Loss of data or breach of confidentiality/security due to negligence of the SI.
- ii. Unauthorised sharing of information or data with any other party or granting unauthorised access to CCI system.
- iii. Damage due to negligence to CCI property such as hardware, network, fixtures, fittings or existing software/applications/programs being used by CCI.
- iv. Failure to comply with written internal administrative instructions/directions that apply to the SI.
- v. Participation or complicity in illegal or unethical behaviour in course of performing some work under the mandate of CCI.
- vi. Indulging in any act or conduct that damages the reputation or credibility of CCI.

If CCI has reasons to believe that the SI is responsible for any of the above eventualities, it shall serve a show cause upon the SI in writing, requiring such clarifications, documents or evidence as it may deem fit. The SI shall be given reasonable opportunity to explain its conduct and CCI shall arrive at a decision for imposing liquidated damages based upon the submissions of the SI. It is clarified that CCI will give due regard to whether or not the conduct in question was intentional, malafide or negligent or not. A sum up to 50% of the value of the contract shall be recovered as liquidated damages from the SI in the manner prescribed by CCI. The determination of the exact amount within the said limit shall be at the sole discretion of



CCI. This shall be without prejudice to other remedies available under this contract to CCI.

8.49 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract or the contract as a whole and the remaining provisions of the contract shall remain in full force and effect.

8.50 Liability /Indemnity

The SI shall at all times indemnify and keep indemnified CCI against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the SI's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the SI.

The SI shall at all times indemnify and keep indemnified CCI against any and all claims by Employees, Workman, Contractors, sub-contractors, SIs, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.

All claims regarding indemnity shall survive the termination or expiry of the Contract.

8.51 Limitation of Liability

The aggregate liability of the SI to CCI, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided, that this limitation shall not apply to the cost of repairing/replacing defective equipment or to any obligation of the SI to indemnify CCI with respect to patent infringement.

8.52 Disclaimer

CCI reserves the right to share, with selected Technical Consultant of its choosing, any resultant Proposals in order to secure expert opinion. CCI reserves the right to accept any proposal deemed to be in its best interest.

**ANNEXURE 1: Pre Bid Queries**

Name of the Company/Firm: _____

Company/Firm Contacts:

Contact Person(s)	Address for Correspondence	Email Id(s)	Tel. No. & Fax Nos.

Query/clarification Sought:

S. No.	Section/Clause	Document Ref.	Description of Clause	Query / Clarification / Suggestion

Note: Queries must be strictly submitted in the prescribed format (.XLS/ .XLSX/ .ODF). Queries not submitted in the prescribed format will not be responded.

ANNEXURE 2: Technical Proposal Cover Letter

(To be submitted by bidder on Company Letter Head)

Date:
RFP Ref. No.:

To:

The Deputy Director (CS)
Competition Commission of India,
Hindustan Times House (3rd Floor), 18-20, Kasturba Gandhi Marg,
New Delhi – 110 001

Subject: RFP for 'Selection of IT Implementation Agency for E-Governance Project'

We have carefully and completely examined the tender document, the receipt of which is hereby duly acknowledged.

We, the undersigned, offer to provide Goods and Related Services as set out in the Bid Document.

We enclose herein our Technical Bid.

We undertake, if our Bid is accepted, to adhere to the scope of work and implementation plan put forward in the RFP or such adjusted plan as may subsequently be mutually agreed between us and CCI or its appointed representatives.

If our Bid is accepted, we will obtain a performance bank guarantee in the format given in the Bid Document issued by a scheduled Bank in India, acceptable to CCI, for an amount of 10% of the contract price for the due performance of the contract.

Our Bid shall be valid for a period of 180 days from the date fixed for Bid submission deadline and shall remain binding upon us and may be accepted any time during this period.

Our firm, its affiliates or subsidiaries, including any subcontractors or SIs for any part of the Contract, has not been declared ineligible by CCI;

This Bid Response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us until a formal contract is prepared and executed.

We agree that you are not bound to accept lowest or any Bid Response you may receive.

We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the Bid Response without assigning any reason whatsoever.

We have submitted the cost of BID Documents of Rs. /- (Rupees) only vide DD No. Dated



We have submitted the cost of BID Security of Rs. /- (Rupees) only by Fixed Deposit Receipt No. Dated from <Bank Name>

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

We undertake to open office in Delhi after award of contract.

Dated thisDay of , (YYYY)

.....

(Signature)

(In the capacity of)

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

.....

(Name and address of Bidding Company) Seal / Stamp of Bidder

Attachments: Power of attorney / authority letter

ANNEXURE 3: Authorization Letter

I _____ certify that I am _____ of the Company under the laws of _____ and that _____ who signed the above tender is authorized to bind the Company / Firm by authority of its governing body.

Signature: _____

Full Name: _____

Address: _____

ANNEXURE 4: Supplier Company Information

Please provide the general and financial details of each of the entities (bidder and sub-contractors) in the following formats.

Details	Supplier Response
Bidder's Name	
Address	
Date and Place of Incorporation	
Nature of Ownership	
Contact (s), Title (s), Telephone (s), Mobile no: E-mail id (s)	
Headquarter Location	
Other Office Locations, Functions and Personnel Strength	
Size of Team for the Proposed Solution	
Location of Support Centres for Proposed Solution	

Firm Detail

Bidder shall provide details of CMM/CMMi and ISO certification along with the details of net-worth and turnover for the past three audited financial years in the following format:

Details	FY2010-11	FY2011-12	FY2012-13
Net-worth			
Turn-Over			
Level of CMM/CMMi Certification	(Yes/No)		
ISO Certification	(Yes/No)		

Audited financial reports and copy of the certificates supporting the above need to be submitted as proof

Date: DD/MM/YYYY

Place:

Name:

Signature of Tenderer:

Designation:

Company seal:

ANNEXURE 5: Relevant Experience

(Assignments of similar nature successfully completed during last 5 years)

1. Brief Description of the Firm / Organization

- Client company name
- Client contact person
- Client address (street, city, country, post code), email address, telephone and fax number
- Client number of employees
- Client industry

2. Details of the assignments:

S. No	Name of Assignment / Project	Name of the Client	Value of the Assignment In Rupees	Brief Scope of the project including number of locations	Date of Commencement	Date of Completion	Was the assignment satisfactorily completed

Note: Please attach work orders/certificates from the client, as documentary proof.

ANNEXURE 6: Technical Specification: Applications

Refer to Technical Specifications, Section 3 of Volume 2 of RFP document for details.

The bidder must respond to each specification in the format specified in Appendix I: Compliance to Technical Specifications: Applications.

S. No.	Functional Requirement	Bidder Response (Compliance Code)	Remarks

The code to be used for providing Bidder rating responses in the column "Bidder Response" for the functional requirements is provided below:

- A : Functionality available
- C : Available with modification/workaround
- NA : Functionality not available;

Please note that the rating as per the above scale is to be entered in the "Bidder Response" column, and column titled "Remarks" is to be used for commenting on aspects related to the functional specification. Bidders have to fill only two columns ("Bidder Response" & "Remarks").

Please also note that the serial no. and format of response should be exactly similar to that given in Section 3 of Volume 2 of RFP document.

Please provide a summary of versions of various modules, if the proposed solution is a product. Use following format:

S. No.	Name of Product	Module Details	Version and year of release

ANNEXURE 7: Technical Specification: Hardware

Refer to Technical Specifications, Section 4 of RFP Document: Volume 2 for details.

The bidder must respond to each specification in format specified in Appendix II: Compliance to Technical Specifications: Hardware.

S. No.	Feature	Specification Required	Bidder Response (Compliance Code)	Remarks

The code to be used for providing Supplier rating responses in the column "Bidder Response" for the hardware requirements is provided below:

The distribution of marks for specifications shall be as follows:

- A - Specifications available
- NA - Specifications not available

Please note that the rating as per the above scale is to be entered in the "Bidder Response" column, and column titled "Remarks" is to be used for commenting on aspects related to the functional specification. Bidders have to fill only two columns ("Bidder Response" & "Remarks").

Please also note that the serial no. and format of response should be exactly similar to that given in Section 4 of RFP Document: Volume 2.

Please mention the details of hardware equipment and system software (operating system, database etc.) including manufacturer, technical details etc. The bidders should provide details of required system software like operating system, database for solution and utilities in following format:

S. No.	Product Details	Make	Model	Unit of Measure	Total Quantity



ANNEXURE 8: Approach & Methodology

The approach and methodology, among others, should cover but not be limited to:

- i. Understanding of CCI and its requirements with clear mention of the deliverables
- ii. Details of proposed methodology
- iii. Project Team Structure
- iv. Resource planning and estimation
- v. Risk planning
- vi. Work Planning and Schedule: Planned Work Schedule for complete implementation of work over the specified period of 10 months:
 - a. Precedence Chart and PERT Chart for complete implementation of work over the specified period of 10 months.
 - b. Indicate parallel/ overlapping tasks, concurrent teams, multi teams and other resource allocation
 - c. Gantt chart for the complete assignment (all locations) (Hardware Procurement, Networking & Installation, Implementation of the Application / Software package, Digitisation, Training etc.)
- vii. Solution Architecture
 - a. COTS
 - b. Application Platform
- viii. Standardization
- ix. Facility Management Services Capability Assessment

ANNEXURE 9: Work Schedule and Resource Planning

A. Work plan with Timelines

- The bidder is expected to complete the implementation in 9 months from the date of LOI. The expected implementation schedule is given in Section 7.
- After Go-Live it will provide handholding for 3 months
- Facility Management Services after Go-Live would be provided for a period of 5 years.
- The bidders shall submit a Gantt chart along with the implementation schedule. Bidders shall drill down these activities into sub activities in the chart. The chart shall also detail out time and resource effort required to execute each activity. The detailed Gantt chart for all the work activities shall be discussed and agreed to the by the successful bidder with the Client before start of the project execution.

B. Resource Planning and Estimation

Bidder shall provide detailed staffing, schedule of the professional and support staff in the following format:

- For professional staff the input should be indicated individually; for support staff it should be indicated by category (e.g.: IT Administrator, Network Administrator etc.).
- Weeks are counted from the start of the assignment. For each staff indicate separately staff input off-site and on-site work.

S. No	Name of Staff	Position	Staff Input (In Weeks)			Total
			W1	W2	
A.	Staff					

ANNEXURE 10: The Team Personnel

Indicative list of specialists required across all Implementation Tasks

1. Full time Project Manager.
2. Domain Expert for business process mapping.
3. Software and Other Package implementation functional experts for configuration documentation and support functions.
4. Package implementation technical experts to provide relevant technical expertise in the technical domain in which the software has been developed.
5. Software development team to develop required customized applications
6. Training and Change Management specialists.
7. Hardware & Networking configuration expert.

Composition of the Team Personnel and the task which would be assigned to each Team Member (separate for Software, Networking and Hardware personnel)

Kindly provide the details of the team that would be deployed to execute the project.

S. No	Name of Staff	Position	Educational / Professional Qualification	Experience of similar Assignment (years)	Task Assigned
A.	Staff				

ANNEXURE 11: Format of Curriculum Vitae

Include the details of team members proposed to implement the project - install or manage hardware, install and manage LAN/WAN and related equipment etc. The CVs of the team members may be provided in the following format.

In case of replacement of SI personnel from the project team, SI is required to submit to CCI the CV of the new person with equivalent or better education qualification and relevant professional experience who will be joining the team and get in duly approved. The new person can start working in the project only after his/her CV has been approved by the CCI.

Format of Curriculum Vitae

1.	(a) Proposed Position for the Project: (b) Proposed Period on the Project:			
2.	Name of Firm and ITIA Role (SI/NSP/GSP/MDASP)			
3.	Name of Staff:			
4.	Date of Birth:		Nationality:	
5.	Education:			
	Year	Degree/Examination	Institute/Board	
6.	Membership of Professional Associations:			
7.	Other Training:			
8.	Countries of Work Experience:			
9.	Languages:			
	Language	Speaking	Reading	Writing
10.	Employment Record:			
	From	To	Employer	Positions Held
11.	Detailed Tasks Assigned:	12.	Work Undertaken that best illustrates capability to handle the tasks assigned:	



Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature of the Employee

Date

Place

Signature of authorised representative of the staff

Date:

Full name of authorised representative:

ANNEXURE 12: Unpriced Bill of Material

The quantity given in the table below is indicative. The SI has to provide and quote for the quantity as per its solution.

Component	Quantity
Hardware	
Database Server	2
Server for DMS, Portal and Workflow	2
Application Server -other applications	2
DLP Server	1
Forensic Analysis Server	1
LDAP Server and DNS Server	1
Antivirus Server	1
E-discovery Server	1
Analytics Server	1
Core Switch	2
Wireless Access Points	18
Wireless LAN Controller	1
VPN Appliance	1
Central Router for MPLS/ VPN Network	2
Internet Routers	2
Cables, Jacks, Fiber Optical Cable, Connectors, Patch Cord etc.	
Multifunctional Printers	10
UTM	1
Web Cameras	4
Desktops for Front Office	4
USB Biometric Devices	150
Digital Signatures	150
RFID Scanners/Readers	150
Handheld RFID Scanners	6
Software	
Document Management System and Workflow	
RFID Tracking Application	
Portal	
Identity & Access Management and Security System	
Data Leak/Loss Prevention Solution	
Management Information System	
Business Intelligence and Business Analytics	
Email and Messaging	
Human Resource Management System and Payroll	
Front Office Management System	
RFID based Library Management System	
Forensic Analysis	
Inventory and Asset Management	
Event Management	
Finance and Accounts	

Electronic Record Management System	
Knowledge Management	
E – Discovery	
Video Conferencing	

ANNEXURE 13: Manufacturer's Authorization Form

Date: _____

RFP Ref. No.: _____

To:

We _____ who are established manufacturers of _____ having factories at _____ do hereby authorize _____ to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us _____ and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with the General Conditions of Contract, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

Name

In the capacity of:

Signed

Duly authorized to sign the Authorization for and on behalf of

Date

ANNEXURE 14: Deviation from General Conditions of Contract

If bidder desires to take any deviation from the terms & conditions of the tender, it should be mentioned specifically in this deviation sheet. Departure from general terms and conditions from the specifications indicated at other places in the offer except in the following deviation sheet shall not be considered.

S. No.	Tender Reference (GCC Clause Number)	Details of Clauses needing deviation	Deviation Proposed

Except above mentioned deviations, the entire order, if placed, shall be executed in accordance with specifications and any other conditions, variations/deviations etc. if a deviation is found, elsewhere in this proposal, the same should not be given any consideration while finalizing the tender.

We agree that it is not mandatory to consider and accept the deviations mentioned here.

Signature

(Name and designation with seal of Bidder)

ANNEXURE 15: Financial Proposal Cover letter

(To be submitted by bidder on Company Letter Head)

Date:

RFP Ref. No.:

To:

The Deputy Director (CS)
Competition Commission of India,
Hindustan Times House (3rd Floor), 18-20, Kasturba Gandhi Marg,
New Delhi – 110 001

Ref: RFP for "Selection of IT Implementation Agency for E-Governance Project"

We have carefully and completely examined the tender document, the receipt of which is hereby duly acknowledged. We, the undersigned, offer to provide required goods and related services as set out in the Bid Document for a total bid price of:

Indian Rupees in figures:

And in words:

We enclose herewith our Financial Bid as required by the Bid document, which constitutes our bid.

The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

1. Name of Recipient
2. Address
3. Reason
4. Amount Paid

(If none has been paid or is to be paid, indicate "none.")

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

Dated thisDay of (YYYY)

.....

(Signature)

(In the capacity of)

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

.....

.....

(Name and address of Bidding Company)

Seal / Stamp of Bidder

Attachments: Power of attorney / authority letter

ANNEXURE 16: Financial Proposal

The Bidders should take a note of following points while filling the Financial proposal.

1. Bidder will be responsible for payment of Taxes (including local entry taxes), duties, cess, charges etc., including taxes, duties, cess, charges etc., to be paid by the SI pre- or post-delivery.
2. The Bidder will provide Tax rates assumed for the calculation at the time of proposal for each item in notes to respective table.
3. CCI reserves the right to deduct and pay to the government authorities the taxes at applicable rates from the price payable to the SI.
4. Cost of IT Facility Management Services should be at least 30% of the overall project cost exclusive of taxes and bandwidth charges

The financial Bid may be submitted in the following format (A to F) for different items in scope. **An un-priced list of items should be included in the Technical Proposal with make and model of each product.**

The Financial Proposal is divided into 3 major categories as specified below:

S. No.	Products and Services
1. IT Infrastructure Cost	
A.	Application Software
B.	System Software
C.	Hardware and Networking
2. Project Implementation Cost	
D.	Operationalization, Roll-out of Applications for Phase I and Handholding
E.	Operationalization, Roll-out of Applications for Phase II and Handholding
3. IT Facility Management Services	
F.	IT Infrastructure / IT Facility Management Charges (5 Years)

IT Infrastructure Cost

S. No.	Item description	No. of units	Make/ Model/ Version	Unit Rate (in Rs.)	Taxes (in Rs.)	Description of Tax	Total Cost (in Rs.)
A.	Application Software						
	Identity & Access Management and Security System						
	Portal and Website						
	Email and Messaging						
	Electronic Document Management System						



S. No.	Item description	No. of units	Make/ Model/ Version	Unit Rate (in Rs.)	Taxes (in Rs.)	Description of Tax	Total Cost (in Rs.)
	Workflow						
	Management Information System Software						
	Human Resource Management System						
	Payroll						
	Front Office Management						
	RFID based Library Management System						
	Forensic Analysis Software						
	Finance and Accounts Software						
	Inventory and Asset Management						
	Seminar and Event Management						
	Analytics & BI						
	Knowledge Management System						
	Electronic Record Management System						
	E-Discovery						
	Audio/Video Conferencing						
B.	System Software						
	Software Licenses- Server OS						
	Software Licenses- Anti Virus						
	Software Licenses- Databases						
	LDAP License						
	Adobe Acrobat Professional						
	Unified Threat Management						
	Data Leak Protection						
C.	Hardware and Networking						
	Servers						
	Database Server						



S. No.	Item description	No. of units	Make/ Model/ Version	Unit Rate (in Rs.)	Taxes (in Rs.)	Description of Tax	Total Cost (in Rs.)
	DMS, Portal and Workflow Sever						
	Email Server						
	Application Server - other applications						
	DLP Server						
	LDAP Server and DNS Server						
	DMS Cache Server						
	Forensic Analysis Server						
	Antivirus Server						
	Switches						
	Core Switch						
	Wireless Access Points						
	Access Switch 24 Port						
	Access Switch 48 Port						
	Access Switch with POE 24 Port						
	Routers						
	MPLS Router						
	Branch Router						
	Internet Routers						
	Controller						
	Wireless LAN Controller						
	Cabling System						
	Cables, Jacks, Fibber Optical Cable, Connectors, Patch Cord etc.						
	Other Hardware						
	Multifunctional Printers						
	Web Camera - Front Office						
	Front Office Desktops						
	Biometric Devices						
	Bandwidth						
	8 mbps Primary Link						



S. No.	Item description	No. of units	Make/ Model/ Version	Unit Rate (in Rs.)	Taxes (in Rs.)	Description of Tax	Total Cost (in Rs.)
	- MPLS - VPN from MTNL between CCI and DG Office						
	4 mbps Secondary Link – MPLS – VPN from MTNL between CCI and DG Office						
	8 mbps Primary Link MPLS between CCI and DC						
	4 mbps Secondary Link - MPLS between CCI and DC						

Project Implementation Cost

	Project Implementation Cost	Lump Sum Price(Not to be filled in case of un-priced list)
D.	Operationalization, Roll-out of Applications for Phase I and Handholding	
E.	Operationalization, Roll-out of Applications for Phase II and Handholding	
	Total in Figures	
	Total in Words	

IT Facility Management

F.	IT Facility Management Charges for five years after three year of Warranty						
	On site professionals services	Year 1	Year 2	Year 3	Year 4	Year 5	Total Price for Four Years (Not to be filled in case of un-priced list)
	Total in Figures (5 Years)						
	Total in Words (5 Years)						

Hardware warranty may be assumed for 3 years.
Software ATS may be assumed for 3 year.

Summary of Priced Items

S. No.	Products and Services	Price
IT Infrastructure Cost		
A.	Application Software	
B.	System Software	
C.	Hardware and Networking	
Project Implementation Cost		
D.	Operationalization, Roll-out of Applications for Phase I and Handholding	
E.	Operationalization, Roll-out of Applications for Phase II and Handholding	
IT Facility Management Cost		
F.	IT Infrastructure / IT Facility Management Charges (5 Years)	

Note: All prices will be inclusive of all taxes, duties and levies etc.

Certified that:

- The quoted prices for the above item are FIRM in all respects and independent of any variation on account of changes in the duties, taxes and levies etc.
- The prices as quoted above are valid for a period of 180 days from the date of submission of tender and include all taxes, levies, duties, freight insurance, and service tax etc.
- We have not paid any / paid an amount of Rs. _____ towards commissions and gratuities to agents relating to this proposal, and to contract execution if the firm is awarded the contract.

Dated: _____

Signature of the Bidder with Seal.

Note:

- During execution any Software / Hardware required by the SI, if earlier not included in the tender but otherwise required for completing a task, the same shall be supplied by the bidder without any financial implication of CCI.
- Total lump sum price for configuring and operationalizing, as applicable, shall not change for any addition.



ANNEXURE 17: Deviation from Terms of Payment

(To be filled in by bidder)

The bidder shall state under this schedule the deviation from the CCI's specification in respect of payment terms and conditions as under, if any:

S. No.	CCI's specification clause reference	Name of the item	Deviation Proposed

Certified that we agree to all terms and conditions of payment as given in GCC except for the deviation to the extent indicated above.

Signature

(Name and designation with seal of bidder)

ANNEXURE 18: Contract Agreement

THIS AGREEMENT hereinafter referred to as "**Contract**" is made on the <<*day*>> day of <<*month*>> 2014

BETWEEN

Competition Commission of India, Delhi having its office at **Hindustan Times House, 18-20, Kasturba Gandhi Marg, New Delhi – 110 001, India** hereinafter referred to as "**CCI**" (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) of the FIRST PART;

AND

M/s <<*name of selected company*>>, incorporated in India under the Companies Act, 1956 and having its registered office at <<*registered office address*>> (**India**) and place of business at <<*business address of company*>> hereinafter referred to as "**Company/Supplier/Vendor/SI**" (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) of the SECOND PART;

AND WHEREAS **CCI** is desirous that the Company should implement e-Governance Project for **CCI**. For this purpose, **CCI** floated Request for Proposal (RFP No. : RFP/CCI-ITD/2014/01), for selecting of IT Implementation agency for e-Governance Implementation in CCI.

AND WHEREAS various bid proposals were received pursuant to the said bid

AND WHEREAS **CCI** has accepted a Bid by the **SI** for the supply of those Goods and Related Services in the sum of Rs. _____ (hereinafter called "**Contract Price**").

And in pursuance of having accepted the said bid the parties have agreed to enter into this agreement on the terms and conditions set forth in this **Contract**.

1. Implementation

The **Company** is responsible for the satisfactory and successful implementation of e-Governance Project. The **SI** shall ensure availability of adequate and competent resources and provide on-site / off-site support.

2. Time Schedule

- i. The **Company** shall adhere to time schedule mentioned in Section 7: Project Timeline of the RFP.
- ii. The **Company** shall adhere to deliverables at each phase mentioned in Section 6: Scope of Work of the RFP.

Milestone	I	II	III
PHASE I			
Timeline	6 Months from Start of Project	9 Months from Start of Project	3 Months from Go-Live
Deliverables	DMS and Workflow Pilot	Supply and Install Application Software - Phase I	Handholding Support
	Website Upgradation (with Audit)	Software Customization and Configuration	
	Installation and Commissioning of WAN and LAN	Web-portal Development	
	Supply of Equipment and Material	Software Testing and Acceptance	
	Configuration, Operationalization of Servers and Storage	Third Party Audit of Applications	
	Third Party Audit of Data Centre	Training and Change Management	
		Digitization and Data Migration	
	Implementation and Rollout (Go-Live)		
Payment	50 % of Commissioned IT Infrastructure Cost	50 % of Commissioned IT Infrastructure Cost + 50 % Project Implementation Cost	50 % Project Implementation Cost
PHASE II			
Timeline	16 Months from Start of Project	19 Months from Start of Project	3 Months from Go-Live
Deliverables	Defining KPI, Reporting System and KM Requirements	Software Customization and Configuration	Handholding Support
	Supply of Equipment and Material	Development	
	Configuration, Operationalization of Servers, Storage and System Software	Software Testing and User Acceptance	
		System and Application Audit	
		Documentation	
	Infrastructure Audit	Training and Change Management	
	Digitization and		

		Data Migration Implementation and Rollout	
Payment	50 % of Commissioned IT Infrastructure Cost	50 % of Commissioned IT Infrastructure Cost + 50 % Project Implementation Cost	50 % Project Implementation Cost

3. Duration of Project

The **SI** shall complete the implementation of both phases of the project in 21 Months in accordance with the Project Timelines specified in Section 7 followed by a period of five years of IT Facility Management.

4. Payment and Taxes

The invoice for the project would be raised after satisfactory completion of activates relating to milestone as indicated below, as well as provision of satisfactory implementation. Payment will only be released upon issuance of satisfaction certificate from Information Technology Division of Competition Commission of India. The payment schedule is as follows:

Milestone	Payment
PHASE I	
Milestone I:	50 % of Commissioned IT Infrastructure Cost
Milestone II: Project Implementation and Go-Live	50 % of Commissioned IT Infrastructure Cost + 50 % of Project Implementation Cost
Milestone III: Handholding	50 % of Project Implementation Cost
PHASE II	
Milestone I:	50 % of Commissioned IT Infrastructure Cost
Milestone II: Project Implementation and Go-Live	50 % of Commissioned IT Infrastructure Cost + 50 % of Project Implementation Cost
Milestone III: Handholding	50 % of Project Implementation Cost
IT FACILITY MANAGEMENT SERVICES	
Facility Management Services	Cost for support and maintenance will be payable quarterly during 5 years support and maintenance period from the date of Go-Live. Quarterly instalment will be 1/20th of the total IT Support and maintenance cost. Payment will be subject to the compliance to SLAs and service review report for that quarter.

5. Performance Assessment

There shall be a penalty for non-adherence to the time schedule prescribed in Section 7, unless the delay is shown to be for the reasons beyond the control of the SI. The **SI** will be given an opportunity to explain the delay.

For every week of project delay, in respect of Phase I, beyond scheduled period of 9 months from Start of Phase I of project, 0.75 % of the project fee shall be liable to be deducted for every week (or part thereof).

Similarly, for every week of project delay, in respect of Phase II, beyond scheduled period of 6 months from Start of phase II of project, 0.75 % of the project fee shall be liable to be deducted for every week (or part thereof).

If the delay is beyond 12 weeks then **CCI** may terminate the **Contract** and shall be free to get it done from some other source at the risk and costs of the **SI**. The **SI** will be debarred for applying in future project assignments.

6. Termination

i. Termination for Default

CCI may, without prejudice to any other remedy for breach of **Contract**, by written Notice of default sent to the **SI**, terminate the **Contract** in whole or in part:

- a) If the **SI** fails to deliver any or all of the Goods or Related Services within the period specified in the **Contract**, or within any extension thereof granted by **CCI**.

Or

- b) If the **SI**, in the judgment of **CCI** has engaged in corrupt, fraudulent, collusive, or coercive practices, in competing for or in executing the **Contract**; or
- c) Any representation made by the bidder in the proposal is found to be false or misleading
- d) If the **SI** commits any breach of the **Contract** and fails to remedy or rectify the same within the period of two weeks (or such longer period as **CCI** in its absolute discretion decide) provided in a notice in this behalf from **CCI**.

In the event, **CCI** terminates the contract in whole or in part, **CCI** may get the services done, upon such terms and in such manner as it deems appropriate, similar to those not undelivered or not performed and the **SI** shall be liable to **CCI** for any risk and costs for such similar services. However, the **SI** shall continue performance of the contract to the extent not terminated. In addition, such action by **CCI** as aforesaid shall not relieve the **SI** of his liability to pay liquidated damages for delay in completion of works.

ii. Termination for Insolvency

CCI may at any time terminate the **Contract** by giving Notice to the **SI** if the **SI** becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the **SI**, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to **CCI**.

iii. Termination for Convenience

CCI, by Notice sent to the **SI**, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for **CCI's** convenience, the extent to which performance of the **SI** under the **Contract** is terminated, and the date upon which such termination becomes effective.

The Goods that are complete and ready for shipment within twenty-eight (28) days after the **SI's** receipt of the Notice of termination shall be accepted by **CCI** at the **Contract** terms and prices. For the remaining Goods, **CCI** may elect:

- a) To have any portion completed and delivered at the **Contract** terms and prices; and/or
- b) To cancel the remainder and pay to the **SI** an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the **SI**.

iv. Consequences of Termination

Upon Termination of the **Contract**, the **SI** shall:

Prepare and present a detailed exit plan within ten calendar days of termination notice receipt to **CCI** ("Exit Plan").

CCI and along with designated team will review the Exit plan. If approved, the **SI** shall start working on the same immediately. If the plan is rejected, the **SI** shall prepare alternate plan within five calendar days. If the second plan is also rejected, **CCI** or the authorized person will provide a plan for **SI** and it should be adhered by in totality.

The Exit Plan should cover at least the following:

- a) Execute all documents that may be necessary to effectively transfer the ownership and title, including OEM warranties in respect of all equipment;
- b) Handover all related documentation and other Configurable Items, if any in his possession;
- c) Handover the list of all IT Assets, passwords at all locations to **CCI**

The **SI** and **CCI** (or the authorized person) will sign a completion certificate at the end of successful completion (all points tracked to closure) of the Exit Plan.

7. Performance Security

The successful bidder shall, within fifteen (15) days of the notification of **Contract** award, provide an irrevocable Performance Security equivalent to 10 percent of the award value of the **contract**, as bid by the **SI** in his bid. The security shall be in the form of Fixed Deposit Receipt in favour of **CCI**.

The performance security shall be initially valid up to the expiry of warranty period computed on the basis of stipulated date for the completion of the project. In case the time of completion of work gets extended, the **SI** shall get the validity of the Performance Security extended to cover such enlarged time of completion of work. After the expiry of the warranty period, the Performance Security shall be returned to the **SI**.

In the event of **Contract** being determined or rescinded under the provision of any of the Clause/Condition of the agreement, the Performance Security shall stand forfeited in full and shall be absolutely at the disposal of **CCI**.

8. Force Majeure

- a) Neither party shall be responsible for breach of contract resulting from acts beyond the control of such party and not reasonably foreseeable. Such acts shall include but not be limited to acts of God, Riots, Acts of war or Epidemics.
- b) In the event, the timely and efficient progress of the work is interrupted or suspended because of a force majeure event, the term of the agreement may be extended, at the request of the party taking such plea made immediately after such event, to include number of days for which the progress of the work was so interrupted or suspended, and the completion date shall be pushed back accordingly. Any such extension of the term and new completion date shall be subject to the consent of the other party.

9. Taxes and Duties

- a) The prices quoted by the **SI** shall be inclusive of all duties/taxes/levies. Responsibility for including all applicable taxes/duties/levies in the proposal lie with the bidder and **CCI** shall not be responsible for any error/omission on the part of the bidder. Payment of taxes/duties/levies shall not be made separately.
- b) For goods supplied, the **SI** shall be entirely responsible for all taxes, duties, entry tax, license fees, other levies (including levies imposed outside **CCI's** country) etc., incurred until delivery of the Goods and Related service to the **CCI**. **CCI** will provide Central sales tax Form C, where ever applicable.

10. Resolution of Dispute

In case, a dispute arises between parties, then there would be two ways for resolution of the dispute under the **Contract** viz:

i. Amicable Settlement

Performance of the **Contract** is governed by the terms and conditions of the **Contract**. However, at times dispute may arise about any interpretation of any term or condition of **Contract** including the scope of work, the clauses of payments etc. In such a situation either party to the **Contract** may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then sub-clause (ii) shall become applicable.

ii. Arbitration

In case the dispute arising between **CCI** and the **SI** is not settled amicably, the same shall be settled through Arbitration under Arbitration & Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

Arbitration proceedings will be held in India at Delhi and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. The arbitration awards shall be in writing and shall state the reasons for the award.

In the case of dispute arising between **CCI** and the **SI**, the same shall be referred for arbitration to the Arbitral Tribunal, having Sole Arbitrator to be appointed by the Secretary, Deptt. of Legal Affairs, Govt. of India, New Delhi.

11. Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated at New Delhi, India only.

12. Notice

All notices and other communications under this contract must be in writing, and must either be mailed by registered mail with acknowledgement due or hand delivered with proof of it having been received.

If mailed, all notices will be considered as delivered after 5 days, of the notice having been mailed. If hand delivered, all notices will be considered, when received by the party to whom the notice is meant and sent for. If the notice is faxed and /or e-mailed, it would be considered as delivered on the same day.

All notices under this contract shall be sent to or delivered at the address as specified by the parties.

A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

13. Waiver

Save where this RFP/agreement expressly provides, neither party shall be deemed to have waived any right, power, privilege or remedy under this agreement unless such party shall have delivered to the other party a written waiver signed by an authorized office of such waiving party. No failure or delay on the part of either party in exercising any right, power, privilege or remedy hereunder shall operate as a waiver, default or acquiescence thereof, nor shall any waiver on the part of either party of any right, power, privilege or remedy, nor shall have any single or partial exercise of any right, power, privileges or remedy, nor shall any single or partial exercise of a right, power, privilege or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy hereunder.

14. Damages

Without prejudice to the clauses on Penalty and Cancellation / Performance Security, **CCI** shall be entitled to claim damages to be paid by the **SI** under any of the following eventualities:

- i. Loss of data or breach of confidentiality/security due to negligence of the **SI**.
- ii. Unauthorised sharing of information or data with any other party or granting unauthorised access to **CCI** system.
- iii. Damage due to negligence to **CCI** property such as hardware, network, fixtures, fittings or existing software/applications/programs being used by **CCI**.
- iv. Failure to comply with written internal administrative instructions/directions that apply to the **SI**.
- v. Participation or complicity in illegal or unethical behaviour in course of performing some work under the mandate of **CCI**.
- vi. Indulging in any act or conduct that damages the reputation or credibility of **CCI**.

If **CCI** has reasons to believe that the **SI** is responsible for any of the above eventualities, it shall serve a show cause upon the **SI** in writing, requiring such clarifications, documents or evidence as it may deem fit. The **SI** shall be given reasonable opportunity to explain its conduct and **CCI** shall arrive at a decision for imposing liquidated damages based upon the submissions of the **SI**. It is clarified that **CCI** will give due regard to whether or not the conduct in question

was intentional, malafide or negligent or not. A sum up to 50% of the value of the contract shall be recovered as liquidated damages from the **SI** in the manner prescribed by **CCI**. The determination of the exact amount within the said limit shall be at the sole discretion of **CCI**. This shall be without prejudice to other remedies available under this contract to **CCI**.

15. Statutory Obligations

The **SI** shall be obliged and solely responsible to comply with all the statutory requirements under the Payment of Wages Act, 1936 ; the Industrial Disputes Act, 1947 ; the Minimum Wages Act, 1948 ;the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 ; the Payment of Bonus Act, 1965; the Contract Labour (Regulation and Abolition) Act, 1970; the Payment of Gratuity Act, 1972 ; the Equal Remuneration Act, 1976; the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979, the Child Labour (Prohibition And Regulation) Act, 1986, the Contract Labour (Regulation and Abolition) Act, 1970 or any other law which may be passed and the rules made thereunder as applicable, in respect of the manpower engaged by it and **CCI** shall not be a party to any dispute arising out of such deployment by the **SI**.

16. Omnibus Clause

- i. In this **Contract** words and expressions shall have the same meanings as are respectively assigned to them in the RFP.
- ii. In addition to the terms and conditions mentioned herein, the overall content and intent of the Request for Proposal (RFP) No. RFP/CCI-ITD/2014/01 dated 11th February 2014 along with the annexed RFP document shall be applicable as omnibus terms and conditions. The following documents/section of document (collectively referred to as "Contract Documents") shall be deemed to form and be read and construed as part of this **Contract**, viz.:
 - a. the Detailed Award of Contract;
 - b. the Service Level Agreement;
 - c. the Instruction to Bidders
 - d. the General Conditions of Contract
 - e. the SRS and Technical Specification Document
 - f. the Scope of Work;
 - g. the RFP document with corrigenda etc.
 - h. the Purchaser's Notification (LOI) to the SI for Award of Contract;
 - i. SI's response (proposal) to the RFP, including the Bid Submission Sheet and the Price Schedules submitted by the SI;
 - j. Annexure to the Bid -----
 - k. Acceptance of purchaser's notification

In the event of any discrepancy or inconsistency within the **Contract** documents, then the documents shall prevail in the order listed above.



IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year indicated above.

For and on behalf of CCI

For and on behalf of COMPANY

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Place:

Place:

Date:

Date:

Witness 1

Witness 2

ANNEXURE 19: Service Level Agreement

1. Objective

The objective of defining the SLAs is

- To establish clear understanding between SI and CCI for all SLA line items, their measurement methodology & reporting guidelines
- To define a clear relationship between the SI and CCI by unambiguously defining SLA boundaries, conditions, penalties and expectations.
- To structurally improve overall service quality by leveraging the problem resolution process of SLA compliance instead of just resolving the symptoms of the real issue.
- To provide a basic framework to enhance service availability to the end user through improving network, data, server, and application uptime.

2. Aims of SLA

The purpose of SLA is to clearly define the levels of service to be provided by SI to CCI for the duration of this contract or until this SLA has been amended. This SLA is between SI and CCI.

The SLA aims to:

- i. Make explicit the performance related expectations on performance required by CCI
- ii. Assist CCI to control levels and performance of services provided by SI
- iii. Trigger a process that draws CCI and SI management's attention to some aspect of performance only when that aspect drops below an agreed service level.

3. SLA Duration

This Service Level Agreement would be valid for entire period of contract i.e. from the date of award to the completion of five years after the date of Go Live with the proviso that the post Go Live penalties for FMS deficiencies will be leviable effective from the date of Go Live.

This SLA may be reviewed and revised according to the SLA Change Control procedures.

The timings for SLAs are given in the table below:

Period	21 Months of Implementation Period plus 5 years of facility management
Timings	24x7
Prime Hours	9.00 a.m. to 7.00 p.m.
Non-Prime Hours	7.00 p.m. to 9.00 a.m.

4. Pre-Go Live SLAs

During the implementation phase the SI will have the overall responsibility for

- Allocation to the project of adequate number of personnel with desired skill sets from within the organization.

- Procurement of hardware and software in line with the software development to ensure that application roll out is not held up for want of hardware nor is hardware idle for want of application readiness
- Troubleshooting support for the Network and System Administration
- Software Quality Audit support for phase end audits by STQC.
- DC Infrastructure Audit by STQC
- Testing support.

Project Management

SI Project Manager will interface facility with CCI and will be responsible for managing the complete delivery of the Statement of Work/s (SOW) and Service Level Agreement (SLA) during the contractual period. Project Manager's responsibilities, among others, shall cover the following:

The Project Manager shall

- Act as a primary interface to CCI for all matters that can affect the schedule and quality of delivery
- Be responsible for preparation and delivery of all monthly/weekly progress reports Maintain project communications through CCI's Project Leader.
- Resolve technology related issues
- Resolve deviations from the phased project plan.
- Conduct regularly scheduled project status meetings.
- Review and administer the Change Control Procedure with CCI Project Leader.
- Identify and resolve problems and issues together with CCI
- Identify/foresee risks and identify activities on critical path along with risk mitigation strategies

Corrective Actions during implementation Phase

- If CCI has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the SI shall, at CCI's written request specifying the grounds there for, forthwith provide as a replacement a person with qualifications and experience acceptable to CCI.
- Notwithstanding the technical evaluation of the proposed solution and offered products and services, if CCI Project Management Committee, during implementation, comes to a reasonable conclusion that the technical solution offered does not meet the requirements of CCI, the SI shall provide alternative solution in hardware and/or software, as the case may be without any additional cost to CCI.

5. Project Deliverables

The Delivery of the Goods and Completion of the Related Services shall be in accordance with the Project Timeline specified in the Clause 9 of the agreement. The SI's performance for deliverables of this project is as given here below:

Deliverable	Parameter	Validation	Penalty
PHASE I			
Milestone 1			
DMS and Workflow Pilot	SI shall complete the activity as per the timelines defined in Clause 9	Sign-offs from CCI	0.20 % of Project Cost for every week of delay



Website Upgradation (with Audit)	SI shall complete the activity as per the timelines defined in Clause 9	Sign-off from CCI and Audit Certificate	0.20 % of Project Cost for every week of delay
Installation and Commissioning of WAN and LAN	SI shall complete the activity as per the timelines defined in Clause 9	Sign-off from CCI	0.20 % of Project Cost for every week of delay
Supply of Equipment and Material	SI shall complete the activity as per the timelines defined in Clause 9	Audit Certificate and Sign-off from CCI	0.20 % of Project Cost for every week of delay
Configuration, Operationalization of Servers and Storage	SI shall complete the activity as per the timelines defined in Clause 9		
Third Party Audit	SI shall complete the activity as per the timelines defined in Clause 9		
Milestone 2			
Supply and Install Application Software - Phase I	SI shall complete the activity as per the timelines defined in Clause 9	Project Status Report and acceptance by CCI	0.20 % of Project Cost for every week of delay
Software Customization and Configuration	SI shall complete the activity as per the timelines defined in Clause 9	Project Status Report and demonstrations	0.20 % of Project Cost for every week of delay
Web-portal Development	SI shall complete the activity as per the timelines defined in Clause 9	Demonstration and Sign-off from CCI	0.20 % of Project Cost for every week of delay
Software Testing and Acceptance	SI shall complete the activity as per the timelines defined in Clause 9	User Acceptance Testing and sign-off from CCI	0.20 % of Project Cost for every week of delay
Third Party Audit	SI shall complete the activity as per the timelines defined in Clause 9	Audit Certificate and Sign-off from CCI	0.20 % of Project Cost for every week of delay
Training and Change Management	SI shall complete the activity as per the timelines defined in Clause 9	Training Sign-offs from CCI	0.20 % of Project Cost for every week of delay
Digitization and Data Migration	SI shall complete the activity as per the timelines defined in Clause 9	Sign-off from CCI	0.20 % of Project Cost for every week of delay
Implementation and Rollout (Go-Live)	SI shall complete the activity as per the timelines defined in Clause 9	Sign-off from CCI	0.75 % of Project Cost for every week of delay
Phase II			
Milestone 1: Project Planning			



Defining KPI, Reporting System and KM Requirements	SI shall complete the activity as per the timelines defined in Clause 9	Sign-off from CCI	0.20 % of Project Cost for every week of delay
Milestone 2: Infrastructure Setup			
Supply Installation and Commissioning of Equipment and Material	SI shall complete the activity as per the timelines defined in Clause 9	Audit certificate and Sign-off from CCI	0.20 % of Project Cost for every week of delay
Milestone 3: Project Implementation			
Supply, Install and Commission Application Software - Phase II	SI shall complete the activity as per the timelines defined in Clause 9	Project Status Report and acceptance by CCI	0.20 % of Project Cost for every week of delay
Software Customization and Configuration	SI shall complete the activity as per the timelines defined in Clause 9	Project Status Report and demonstrations	0.20 % of Project Cost for every week of delay
Software Testing and Acceptance Procedures	SI shall complete the activity as per the timelines defined in Clause 9	User Sign-off from CCI (User Acceptance Testing)	0.20 % of Project Cost for every week of delay
Auditing	SI shall complete the activity as per the timelines defined in Clause 9	Audit Certificate and Sign-off from CCI	0.20 % of Project Cost for every week of delay
Training and Change Management	SI shall complete the activity as per the timelines defined in Clause 9	Training Sign-off from CCI	0.20 % of Project Cost for every week of delay
Digitization and Data Migration	SI shall complete the activity as per the timelines defined in Clause 9	Sign-off from CCI	0.20 % of Project Cost for every week of delay
Implementation and Rollout	SI shall complete the activity as per the timelines defined in Clause 9	Sign-off from CCI	0.75 % of Project Cost for every week of delay

6. Performance Indicator

CCI and SI agree to the performance indicator for this engagement as given here below. The system performance will be measured as given in the table below:

S. No.	Service	Parameter	Service Level	Validation	Penalty
1.	IT Helpdesk: Issue Resolution	Resolution of ticket logged as per the Severity definition chart	99%	Reports generated from Ticket logging system	95%-99% calls resolved in specified time: 2% penalty on the monthly FMS



					charges 90%-95% calls resolved in specified time: 5% penalty on the monthly FMS charges Less than 90% 10 % penalty on monthly FMS charges
2.	Antivirus Management	Rollout of latest anti-virus definition file on workstations and Servers. on being made available on OEM's website	98%	Reports generated from Anti- Virus software console	1% of monthly FMS charges
3.	Network Monitoring & Management	The SI to monitor the availability of the network link for 99% uptime and measure link availability on a monthly basis.	99%	Downtime reports Reports on the Network performance	Penalty of 2% per month will be deducted from the monthly FMS charges if the reports are not submitted by the SI.
		Data Centre Network Availability Minimum of 99.8% uptime measured on a monthly basis	99.8%	Report	<ul style="list-style-type: none"> • 2% of monthly FMS charges for less than 99.8% • 3% of monthly FMS charges for less than 98.0% • 5 % of monthly FMS charges for less than 97% • 10 % of monthly FMS charges form less than 95 %
		DG Office Network Availability Minimum of 99.8 % uptime	99%	Report	<ul style="list-style-type: none"> • 2% of monthly FMS charges for less than 99% • 3% of monthly



		measured on a monthly basis			<p>FMS charges for less than 98%</p> <ul style="list-style-type: none"> • 5 % of monthly FMS charges for less than 97 % • 10 % of monthly FMS charges for less than 95%
4.	Server Administration / Management	Rollout of patches (OS, infra level) on workstations and Servers after patch being approved on test environment	98%	Patch update report	0.5% of monthly FMS charges
5.	Backup/ Restore Management	The SI should take backup as per the backup schedule defined by CCI	99%	Report	If the negligence is found in monthly audit, the SI would be penalised a sum of Rs. 10,000/- per negligence.
		CCI would periodically (once a quarter on a random day) request the SI to restore the backup data	100%	Report	Rs 10,000/- for every restore test failure
6.	Messaging System	Uptime of email server	99%	Report	<ul style="list-style-type: none"> • 2% of monthly FMS charges for less than 99% • 3% of monthly FMS charges for less than 98% • 5 % of monthly FMS charges for less than 95%
		Provide monthly MIS of user	95%	Report	0.2% of monthly FMS charges

		account and mailboxes created/deleted.			
7.	Human Resource Management	Number days for which resource present at the designated location / Total number days	100 %	• Attendance track	Rs.2,000/- per day per engineer

The SI must use appropriate tools for system management controls in respect of Incident management/Ticketing management, Change management and E-mail listener.

All the services offered by SI during implementation and facility management must be to the level of user satisfaction, failing which CCI has the right to impose penalty and/or proceed with the corrective measures specified in Clause 4 of this agreement.

IT Helpdesk tool should provide provision to keep track of all the issues relating to application/network and performance, change requests, and support requests etc. logged into the system by the users or Helpdesk.

Uptime Calculation for a month:

$$\text{Uptime} = [(\text{Actual Uptime} + \text{Scheduled Downtime}) / \text{Total No. of Hours in a Month}] \times 100$$

"Actual Uptime" means the aggregate number of hours in any month during which each equipment, is actually available for use.

"Total Hours" means the total hours over the measurement period i.e. one month (24 * number of days in the month).

"Scheduled Downtime" means the aggregate number of hours in any month during which each equipment, is down during total Hours, due to preventive maintenance, scheduled maintenance, infrastructure problems or any other situation which is not attributable to SI's (or Service provider's) failure to exercise due care in performing SI's responsibilities. The downtime may be scheduled for the following activities:

	Planned / Scheduled Downtime
1	Software or application upgrade
2	Software patching/software updates to fix a software fault
3	Patch installation requiring a reboot
4	Emergency software bug fixing, maintenance, hardware repair or replacement
5	Operating system upgrade
6	Software maintenance or Operating system failure
7	Fixing an error in application database or an error in a recent application database change
8	Replace or upgrade hardware
9	System configuration changes that only take effect upon a reboot

10	Fixing an error or omission in a configuration database or omission in a recent configuration database change
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Most of these planned events can be performed without service interruption. Disks, fans, and power supplies in some servers and disk subsystems can be changed during normal run-time, without need for power-offs. Data volumes and files systems can be increased, decreased, or checked for problems while they are online. Applications can be upgraded while they are up. Some applications must be shut down before an upgrade or a configuration change.

Any planned downtime will be undertaken with prior approval and consent of CCI. The planned downtime should be in non-prime hours and not overrun to prime hours of the following day. The planned downtime would not be added to the SLA downtime unless it runs into prime hours of the following day.

The communications for scheduled time shall be sent to CCI at least 48 hours in advance except in emergency cases where a shorter notice period may be given. Any downtime without the prior approval and consent of CCI will be considered as unplanned downtime.

The unscheduled downtime is the outage that is not planned and is contingent on certain events. The events typically arise from some physical event, such as a hardware or software failure or environmental anomaly. Examples of unscheduled downtime events include power outages, failed CPU or RAM components or any other failed hardware components, an over-temperature related shutdown, logically or physically severed network connections, catastrophic security breaches, or various application, middleware, and operating system failures. Some of the causes of the unplanned reasons would be as given in the table below:

Unplanned
Extended planned downtime
Human error
Application failure
Hardware failure such as disk, CPU, memory
Incompatibility/conflict between application parameters

CCI would provide a maximum of 04 hours of planned downtime for the preventive maintenance (as part of scheduled downtime) per month per equipment/service.

Downtime Calculation:

The recording of downtime shall commence at the time of registering the call with SI or Service Provider for any downtime situation for the equipment.

Downtime shall end when the problem is rectified and the application/ service is available to the user.

Down time will not be considered for following:

- i. Pre-scheduled preventive maintenance and health checks (Scheduled Downtime).

- ii. Failover time (30 minutes) in case of cluster environment. Beyond which the service would be considered to be not available and appropriate penalty shall be imposed on the SI.
- iii. Bug in any application which causes the non-availability of the service.

If CCI elects to continue the operation of the machine / equipment, when a part of the machine is giving problem and leading to downtime, the commencement of downtime shall be deferred until CCI releases the machine / equipment to the SI for remedial action.

7. Severity Levels

Each Service Request is assigned a Severity Level and corresponding maximum time to attend and maximum time to resolve as given below:

MTTR: Minimum Time to Repair /Resolve

MTTA: Maximum Time to Attend

	Criteria	MTTA	MTTR
Severity Level 1	Severe Impact: The system is unable to be used for normal business activities. There is certainty of financial loss to CCI.	15 minutes	1 Hr.
Severity Level 2	Significant Impact: There is a problem with part of the system, which impacts on Purchaser's decision making. No viable workaround is available. There is a likelihood of financial loss.	1 Hr.	4Hrs
Severity Level 3	Minor Impact: The efficiency of users is being impacted, but has a viable workaround.	2Hrs	6 Hrs.
Severity Level 4	Minor Errors: A low impact problem that affects the efficiency of users but has a simple workaround.	8	12
Severity Level 5	A fault, which has no particular impact on processing of normal business activities.	8	One week

“Resolution Notification” – SI shall notify CCI about the problem resolution within 30 minutes of final resolution of the problem.

7.1 SLAs and Penalties for Bandwidth

Measurable on a monthly basis, the penalty clause would be enforceable for every one present degradation/ deviation from the committed performance levels of the network.

Network Uptime Delivered	Penalty to be enforced
99%	NA
98%	10% of bandwidth charges for the affected link(s) for that month
97%	20% of bandwidth charges for the affected link(s) for that month

96%	30% of bandwidth charges for the affected link(s) for that month
95%	40% of bandwidth charges for the affected link(s) for that month

Response Times

System response times are dependent on the hardware and network infrastructure deployed. The SI is to provide appropriate systems not limited to the tentative specification.

The SI will be asked to offer specific response times as well as specific availability and reliability from its business process automation platform. The SI will work with CCI and supply hardware to achieve the required operational performance. Specific operational performance requirements are:

Screen Operations Response Times

Screen operations response times (end to end) are required of between 2-5 seconds. Screen operation response is defined as the time it takes for all characters to appear on the end user screen from a screen request and for user to get control over the screen.

Process Operations Response Times

Process operations response times (end to end) are required of no less than:

- 90% of online update transactions of 3 seconds to commit transactions with sub second screen response times.
- 90% of online simple query of 4 seconds
- 90% of online complex query 5 to 10 seconds.
- Batch operation, if any, should not be more than 15 minutes for
- Response time for processing operations defined as the time it takes for the process to complete from the time it has been requested to run.

Peak load may be considered between 9.00 am to 7.00 pm and around 300 concurrent users across the entire organization.

8. Application Level SLA

CCI and SI agree to the application performance indicator for this engagement as given here below. The application performance will be measured as given in the table below:

Parameter	Target	Measurement Tool / Method
Average page opening/loading time	Within 7 seconds	Measured over 512 kbps speed
Average response time for application software	Within 5 seconds	Server Logs
Average response time for retrieval of information from server	Within 7 seconds	Server logs
Average response time for form submission	Within 10 seconds	Server logs
Generation and display of dashboards	Within 10 seconds	Measured over 512 kbps
Average archived/history data opening/loading time	Within 12 seconds	Measured over 512 kbps
Average 1 MB document download/upload time from local server	Within 5 seconds	Measured over 100 mbps LAN
Number of concurrent users	300	Load Testing

9. Project Timelines

Phase I

Activity	M 1	M 2	M 3	M 4	M 5	M 6	M 7	M 8	M 9	M 10	M 11	M 12
Milestone 1												
DMS and Workflow Pilot												
Website Upgradation (with Audit)												
Installation and Commissioning of WAN and LAN												
Supply of Equipment and Material												
Configuration, Operationalization of Servers and Storage												
Third Party Audit												
Milestone 2												
Supply and Install Application Software - Phase I												
Software Customization and Configuration												
Web-portal Development												
Software Testing and Acceptance												
Third Party Audit												
Training and Change Management												
Digitization and Data Migration												
Implementation and Rollout (Go-Live)												
Milestone 3												
Handholding Support												

Phase II

Activity	M 13	M 14	M 15	M 16	M 17	M 18	M 19	M 20	M 21
Milestone 1: Project Planning									
Defining KPI, Reporting System and KM									

Activity	M 13	M 14	M 15	M 16	M 17	M 18	M 19	M 20	M 21
Requirements									
Milestone 2: Infrastructure Setup									
Supply Installation and Commissioning of Equipment and Material									
Milestone 3: Project Implementation									
Supply, Install and Commission Application Software - Phase II									
Software Customization and Configuration									
Pilot									
Software Testing and Acceptance Procedures									
Auditing									
Training and Change Management									
Digitization and Data Migration									
Implementation and Rollout									
Milestone 4: Handholding									
Handholding Support									

10. Breach of SLA

In case the SI does not meet the service levels mentioned above, for three (3) continuous time-periods, CCI will treat it as a case of breach of Service Level Agreement. The following steps will be taken in such a case: -

- CCI will issue a show cause notice to the SI.
- SI should reply to the notice within three working days.
- If CCI authorities are not satisfied with the reply, CCI will take corrective/penal measures failing which CCI may initiate termination process.

11. Exclusions

The SI will be exempted from any delays or slippages on SLA parameters arising out of following reasons: -

The network links will be provided by a third party and the SI will monitor and report any problems on behalf of third party. If SI notifies and CCI approves that the delay or fault was due to the third party link services then such loss will not be considered for tracking SI's SLA parameters (Also reduced from total service time).

12. Monitoring and Auditing

- Regular reporting will be provided by SI to CCI on available metrics as related to target performance. These reports are expected to be produced by SI's problem-ticket system, which will detail ticket management performance against SLA targets in case management process.
- Metrics reporting against the SLA resolution targets identified in CCI's case management guidelines will focus on the time to resolve tickets by application and severity. This metric will include only the support requests that are transferred to SI for resolution. They will not include support requests that are resolved by other organizations. The metrics will be reported via existing, standard, problem-ticket system reports as available.



- CCI will review the performance of SI against the SLA parameters each month, or at any periodicity defined in the contract document. The review / audit report will form basis of any action relating to imposing penalty or breach of contract. Any such review / audit can be scheduled or unscheduled. The results will be shared with the SI as soon as possible.
- CCI reserves the right to appoint a third-party auditor to validate the SLA.
- The SI's representative will prepare and distribute SLA performance reports in an agreed upon format by the 10th working day of subsequent month of the reporting period. The reports will include "actual versus target" SLA performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports will be distributed to the CCI.

13. Issue Management Procedures

13.1 General

This process provides an appropriate management structure for the orderly consideration and resolution of business and operational issues in the event that quick consensus is not reached between CCI and SI. It is expected that this pre-defined process will only be used on an exception basis if issues are not resolved at lower management levels.

13.2 Issue Management Process

- Either CCI or SI may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
- Committee appointed by CCI will resolve issues/disputes under this agreement as and when they arise.
- A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
- Management of CCI and SI will develop a temporary, if needed, and the permanent solution for the problem at hand. The SI will then communicate the resolution to all interested parties.

14. SLA Change Control

14.1 General

It is acknowledged that this SLA may change as CCI's business needs evolve over the course of the contract period. As such, this document also defines the following management procedures:

- i. A process for negotiating changes to the SLA.
- ii. An issue management process for documenting and resolving particularly difficult issues.
- iii. CCI and SI management escalation process to be used in the event that an issue is not being resolved in a timely manner.

Any changes to the levels of service provided during the term of this agreement will be requested, documented and negotiated in good faith by both parties. Either party can request a change. Changes will be documented as an addendum to this document and consequently the contract.

14.2 SLA Change Process

Both the parties may amend this SLA by mutual agreement in accordance. Changes can be proposed by either party. Normally the forum for negotiating SLA changes will be CCI's review meetings.

14.3 Version Control

All negotiated SLA changes will require changing the version control number. As appropriate, minor changes may be accumulated for periodic release (e.g. every quarter) or for release when a critical threshold of change has occurred.

15. Issues Escalation Procedures

The purpose of this escalation process is to provide a quick and orderly method of notifying both parties that an issue is not being successfully resolved at the lowest possible management level. Implementing this procedure ensures that CCI and SI management are communicating at the appropriate levels. Escalation should take place on an exception basis and only if successful issue resolution cannot be achieved in a reasonable time frame.

- All issues would be raised to the Project Management team, which is completely responsible for the day to day aspects of the implementation. The project management team shall classify the issues based on their severity level and resolve them within appropriate timelines.
- If project management team is unable to resolve an issue, the issue would be escalated to CCI top management with options/ risks detailed for decision. CCI's top management will make decisions based on the options/ risks presented by the IT team.

16. SLA sign off

IN WITNESS WHEREOF, the parties hereto have caused this Service Level Agreement to be executed by their respective authorized representatives as of the date first written above.

For and on behalf of SI

Signature _____
 Name _____
 Designation _____
 Address _____

 Company _____
 Date _____

For and on behalf of Client

Signature _____
 Name _____
 Designation _____
 Address _____

 Company _____
 Date _____



ANNEXURE 20: Reference Documents

The Bidder may follow the links below to develop an understanding of CCI, its structure and processes:

1. Organogram

http://cci.gov.in/index.php?option=com_content&task=view&id=117

2. The Competition Act

http://cci.gov.in/index.php?option=com_content&task=view&id=18

3. Rules

http://cci.gov.in/index.php?option=com_content&task=view&id=19

4. Regulations

http://cci.gov.in/index.php?option=com_content&task=view&id=62

5. Forms

http://cci.gov.in/index.php?option=com_content&task=view&id=23

6. Literature

http://cci.gov.in/index.php?option=com_content&task=view&id=146

7. Frequently Asked Questions

<http://cci.gov.in/images/media/Advocacy/FAQ2012.pdf>

8. How to File Information?

<http://cci.gov.in/images/media/Advocacy/HowToFileInfo2012.pdf>

CCI had prepared the IT Road Map with the help of the professional agency; relevant documents will be made available to the successful bidder after signing of the contract.