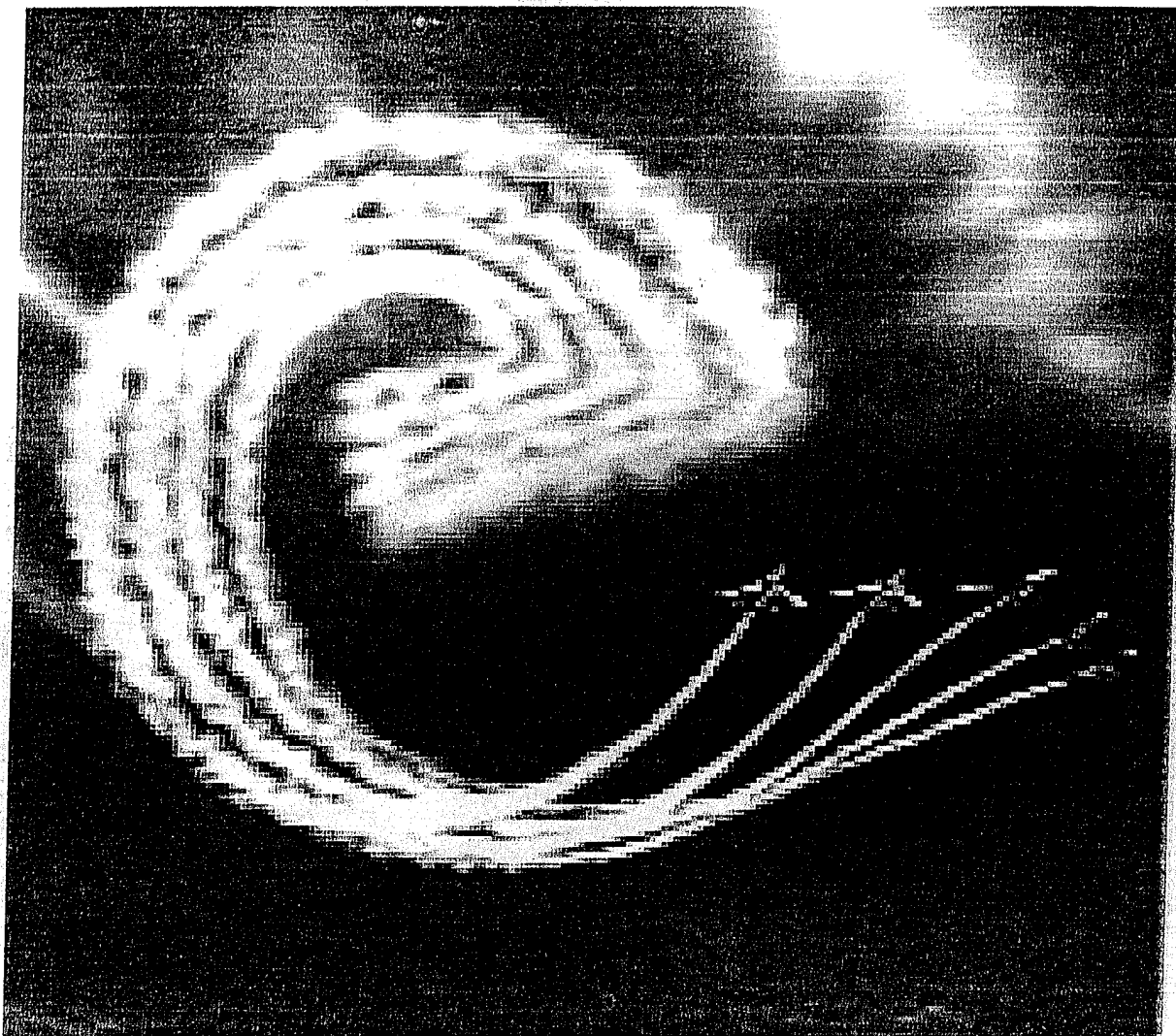# COMPETITION COMMISSION OF INDIA

E - GOVERNANCE: THE WAY FORWARD

EXECUTION OF THE AGREEMENT OF E-GOVERNANCE PROJECT BETWEEN

COMPETITION COMMISSION OF INDIA
&
HCL INFOSYSTEMS LTD.

ON
19TH JANUARY 2011

Terms and Conditions

This describes the terms and conditions under which HCL Infosystems Ltd (hereinafter referred to as the VENDOR) grants the Competition Commission of India (CCI) the right to use software, applications, administrative modules for the project named iTOp (hereinafter referred to as Product) supplied and customized by them.

The terms "Buyer", "User" and/or Competition Commission of India / Commission / CCI refer to the end-user of the Product. The term "Seller" and/or "VENDOR" refers to the consultant / creator or "Proprietary Owner" of the Product. "Product" denotes software / applications / solutions supplied and customized by it for the iTOp project.

1. iTOP RIGHTS

   1.1 CCI shall have valid and unfettered license to use the Products supplied by the Vendor. Ownership of all Product customization, and all copies, modifications, translations, and merged portions thereof, shall at all times remain with CCI. The User holds, without prejudice, the rights over source code for all customization/Derivative Works by the Vendor, exclusively for the user as part of this project. The source code of only the "DERIVATIVE WORKS" shall be made available to the CCI at the time of installation / acceptance. Open source technology may be used / recommended wherever viable / feasible, as per the guidelines of Government of India.

   1.2 For the purpose of this agreement the term "SOURCE CODE" means the preferred form of the Customization Work, the modifications to it and all available documentation describing how to modify the same. A "DERIVATIVE WORK" is a work based upon one or more pre-existing software, as may be achieved by modification of source code or configuration script or linking or any other file.

2. IMPLEMENTATION CONSULTANCY

   2.1 The VENDOR is responsible for the satisfactory implementation of the software / applications and functioning of administrative modules for iTOp as well as for the consultancy envisaged in the document "E-Governance: The Way Forward" read with the project RFP. The VENDOR shall ensure availability of adequate and competent technical manpower and provide on-site / off-site support as mentioned in the document "E-Governance: The Way Forward" throughout the existence of the contract.

   2.2 Any change in the Project Team should be made only in consultation with the Information Technology Division of Competition Commission of India.

   2.3 Upon successful implementation and operation, the User shall issue an 'Acceptance Certificate' to VENDOR. The date of the Acceptance Certificate shall also be the date of the commencement of the AMC period.

   2.4 The iTOP modules and System will comply with all standards more particularly described in Appendix-II, Indicative Technical Framework– Paragraph 1 (Standards Compliance).

3. TRAINING

   3.1 The cost of the Product includes the cost of training the officers and officials of Competition Commission of India in using administrative modules and applications and familiarizing them with the various functions and features of iTOp.

4. TIME SCHEDULE

   4.1 The VENDOR shall adhere to Stage 10 – 17 of the following time schedule:

   4.2 From stage 11 onwards, the project shall be developed and implemented in phased manner. This shall be governed through Service Level Agreement (SLAs) between the VENDOR and Information Technology Division of Competition Commission of India where necessary to ensure satisfactory achievement of milestones.

Non adherence with terms & condition of any SLA may attract provision of paras 14 to 16 below.

Stages	Activity	Time
Stage 10	Start of Project	0+10 W
Stage 11	Specification Review Stage	0+12 W
Stage 12	Finalization of Milestones	0+13 W
Stage 13	Commencement of Project	0+14 W
Stage 14	Mid Term review	0+34 W
Stage 15	Final review	0+54 W
Stage 16	Acceptance of deliverables	0+56 W
Stage 17	AMC Commences	0+57 W

4.3 The vendor shall adhere to deliverables at each stage mentioned in Appendix-II, Indicative Technical Framework – Paragraph 4 (Deliverables at each stage).

4.4 Any deviation from the above shall attract a penalty for delays unless the VENDOR can provide ample justification for the time over-run and/or establish that the delay was due to reasons beyond its control.

5. DEFECT AND ENHANCEMENTS

5.1 The CCI may at any time, give written order to the consultant / VENDOR to make changes for additional functionalities specifically required, but not falling within the general scope of the current iTOp RFP/Contract. If any such change causes an increase in the cost of, or the time required for, the consultant's performance of any provisions under the Contract, the supplier should notify the CCI in terms of the person month efforts required for executing the change requests, CCI will examine the efforts estimate & agreed efforts will be compensated in terms of person month charges quoted as a part of the commercial bid. Any claims by the consultant for adjustment under this clause must be asserted within 6 working days from the date of the consultant's receipt of the CCI's change order.

6. MAINTAINANCE

  6.1   The VENDOR should provide all support which is essential for this project to CCI. Data security, system security and disaster management is intrinsic part of the contract both in development phase and AMC phase.

  6.2   After the expiry of Development Phase, the VENDOR will enter into an Annual Maintenance Contract.

  6.3   Further new developments shall be taken care of as per agreement between both the parties. Upon satisfactory performance, the contract may (but not necessarily) be renewed / re-negotiated for AMC of sets of 3 years. However, normally, such renegotiation should remain within a limit of 15% increase above the AMC for the final year of the previous AMC.

7. DOCUMENTATION

  7.1   The VENDOR shall prepare a Manual elaborating step by step procedure for operating the software by the System Administrator, CCA and the officer / user. The manual should contain:

      7.1.1   Detailed System Design Documentation

      7.1.2   System Administration Manual

      7.1.3   Users Manuals

      7.1.4   Manuals related to implementation and Changeover

  7.1   The VENDOR shall provide all documents more particularly described in Appendix-II, Indicative Technical Framework - Paragraph 3 (Technical documentation).

8. REVIEW

  8.1   The User shall conduct a mid term review as per the following process:

      8.1.1   This shall take place after 24 weeks of commencement of the project

      8.1.2   All reports and documentations mentioned in the terms of contract will be reviewed for timeliness and quality of MIS

8.1.3 The time schedule of work mentioned at paragraph 10 (iii) of the RFP should have been strictly adhered to

8.1.4 Any problems encountered in the trial run stage will be communicated to and discussed with the VENDOR who will have to provide a solution for the same

8.1.5 Similarly, the VENDOR will clearly mention any further assistance / clarifications required under paragraph 10 (iv) of the RFP.

8.2 A similar exercise shall be carried out by the user at Stage 15 (54 weeks) before acceptance,

9. PAYMENT AND TAXES

9.1 The invoice for the project would be raised after satisfactory installation / implementation of the Product as well as provision of satisfactory consultancy. 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:

Development Phase
10% of quoted development fees at Stage 10
40% at Stage 14
20% at Stage 15
30 % at Stage 16
AMC (Year 1 & 2)
To be paid on quarterly basis in advance i.e. the quoted AMC amount for the year shall be paid in 4 equal installments.

The taxes as applicable will be paid by the user

10. LOGISTICS

10.1 iTOp will be very crucial for the efficient functioning of the Competition Commission of India. Therefore the VENDOR shall ensure that emergency services are available to the User on a 24 X 7

basis. For this purpose, they should provide to the User a list of contact names and numbers with escalation chart.

11. SECURITY

11.1 The VENDOR shall be responsible for comprehensive IT Security Aspects, such as:

11.1.1 Network security

11.1.2 User Privilege, Authentication and Authorization mechanism

11.1.3 Encryption

11.1.4 Firewall

11.1.5 Internet Restrictions Server

11.1.6 Inbound / Outbound traffic monitoring

11.1.7 User privileges on internet access

11.1.8 Reports on internet activities by users

11.1.9 Bandwidth allocation by users

11.1.10 Multiple bandwidth management

12. PRIVACY AND CONFIDENTIAL INFORMATION

12.1 Following the intent of Section 57 of the Competition Act, 2002 and as required under Regulation 35 of the Competition Commission of India (General) Regulations, 2009, VENDOR shall be committed to maintaining the privacy and confidentiality of all data provided by the User. VENDOR shall respect the User's need for absolute confidentiality at all times and give complete assurance that all privileged information will be treated appropriately. No information entered/accessed by VENDOR shall be ever sold, rented, leased, traded, swapped, marketed, exchanged, bartered, distributed, or disclosed in any way.

13. LIABILITY

13.1 VENDOR liability to the User at all time shall be as limited to the total cost of this project as stated in Appendix I. VENDOR shall be liable for any downtimes. The VENDOR shall maintain its own monitoring system to avoid downtime or other related problems. The User shall also notify the VENDOR of any failure in the service or an erratic service that come to their notice. The VENDOR shall have a transparent mechanism of monitoring downtime and maintain a log of downtime / uptime to be produced for the User whenever demanded as well as design and submit appropriate MIS reports in Consultation with the authorized officer of the User.

14. PENALTY

14.1 There shall be a penalty for non-adherence to the time schedule prescribed in paragraph 4 above unless the delay is shown to be for reasons beyond control of the VENDOR. The VENDOR will be given an opportunity to explain the delay. For every additional week of project delay beyond stage 14, 1 % (one percent) of the project fee shall be liable to be deducted for every 4 weeks (or part thereof). Thereafter, after Stage 15, for every 4 weeks, the rate would double, i.e. for the first 4 weeks after Stage 15 (or part thereof) the penalty shall be 2%, for the second 4 weeks, 4% and so on.

14.2 A downtime of more than 10 hours in a month, due to issues which are/can be attributable purely to VENDOR's part of scope of work, shall invite penalty in form of reduction of monthly charges on a pro-rata basis.

15. CANCELLATION

15.1 The User can, at any time cancel the agreement for any or all of the following reasons by giving 1 month's written notice to VENDOR:

15.1.1 Unsatisfactory design

15.1.2 Poor or non functioning of applications / administrative modules

15.1.3 Monthly downtime of more than 20 hours in any single month

15.1.4 Time over run of more than 10 weeks in the project

15.1.5 Negligence of the VENDOR resulting in vital security breach or violation of privacy and confidentiality clause or any other provision of the contract

15.1.6 Overall dissatisfaction with service provision / consultancy

16. LIQUIDATED DAMAGES

16.1 Without prejudice to the clauses on Penalty and Cancellation at para 14 & 15 respectively, the CCI shall be entitled for a claim of liquidated damages to be paid by the VENDOR under any of the following eventualities:

16.1.1 Loss of data or breach of confidentiality / security due to negligence of the VENDOR.

16.1.2 Unauthorised sharing of information or data with any other party or granting unauthorised access to the CCI system.

16.1.3 Damage due to negligence to CCI property such as hardware, network, fixtures, fittings or existing software / applications / programs being used by CCI.

16.1.4 Failure to comply with written internal administrative instructions / directions that apply to the VENDOR.

16.1.5 Participation or complicity in illegal or unethical behaviour in course of performing some work under the mandate of CCI.

16.1.6 Indulging in any act or conduct that damages the reputation or credibility of CCI.

16.2 If the CCI has reasons to believe that the VENDOR is responsible for any of the above eventualities, it shall serve a show cause upon the VENDOR in writing, requiring such clarifications, documents or evidence as it may deem fit. The VENDOR shall be given reasonable opportunity to explain its conduct and the CCI shall arrive at a decision for imposing liquidated damages based upon the submissions of the VENDOR. 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 upto 50% of the value of the contract shall be recovered as liquidated damages from the VENDOR in the manner prescribed by CCI. The determination of the exact amount within the said limit shall be at the sole discretion of the CCI. This shall be without prejudice to other remedies available under this contract to the CCI.

17. DISPUTE RESOLUTION

17.1 Resolution of Disputes

If any dispute arises between parties, then there would be two ways for resolution of the dispute under the Contract as under:

17.1.1 Amicable Settlement

17.1.1.1 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 of 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 clause (17.1.2) of the Terms & Conditions shall become applicable.
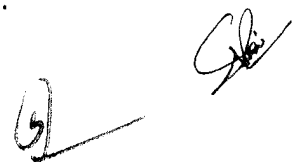
17.1.2 Arbitration

17.1.2.1 In the case dispute arising between the CCI and the VENDOR, which has not been settled amicably, either of the party to the contract may make a request to the other party to refer the dispute for Arbitration under the Arbitration and Conciliation Act, 1996. Such disputes shall be referred to

Arbitral Tribunal. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

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

17.1.2.3 In the case of dispute arising between the CCI and the VENDOR, the same shall be referred for arbitration to the Arbitral Tribunal, having Sole Arbitrator. At the time of making a request for reference of dispute to the arbitration, the claimant along with such request send a panel of five persons to the other party. The other party shall within 15 days of the receipt of such communication select one member of the panel to act as Sole Arbitrator. In case, none in the proposed panel is acceptable to the other party, such other party shall within the above 15 days send another panel of five persons to the claimant and the claimant shall be entitled to nominate the sole arbitrator from among the panel sent by the opposite party. In case none of the member of this panel is acceptable to the claimant, the Sole Arbitrator shall be appointed by the Secretary, Department of Legal Affairs, Govt. of India, New Delhi.

17.1.2.4 To the extent that any dispute arising between the parties has not been resolved by arbitration, then it shall be subject to the exclusive jurisdiction of appropriate Courts of NCT of Delhi only.

17.1.3 Legal Jurisdiction

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

17.1.4 Notice

17.1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Unless specifically set forth otherwise, all notices or communications of any kind made or required to be given pursuant to this Agreement shall be delivered to the other party at the address set forth above, unless either party gives notice to the other party of a change of address. All notices or communications shall be made by hand delivery, established overnight courier service, or prepaid certified mail return receipt requested. Notices shall be deemed delivered upon receipt if delivered by hand or overnight courier service, or five business days after dispatch if by certified mail. A copy of such notices by the Supplier shall be sent to the Company Secretary of the Marketing Partner at E-4,5,6, Sector -11, NOIDA – 201301.

18. FORCE MAJEURE

18.1 Neither party shall be responsible for delays or failures on performance resulting from acts beyond the control of such party. Such acts shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, government regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes or other disasters.

18.2 In the event, the timely and efficient progress of the work is interrupted or suspended because of any of the aforementioned events of Force Majeure, the terms of the agreement shall be extended to include number of days for which the progress of the

works will be interrupted or suspended, and the completion date shall be pushed back accordingly. Any such extension of the term and new completion date shall be mutually agreed to between the parties in writing.

19. MISCELLANEOUS PROVISIONS

19.1 Remedies

19.1.1 No remedy conferred by any of the provisions of this agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise except to as stated in this agreement. The election of any one or more of such remedies by any of the parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedies except as aforesaid.

19.2 Waiver

19.2.1 Save where this 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 officer 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 any single or partial exercise of any right, power, privilege or remedy, nor shall any single or partial exercise of an 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.

19.3 VENDOR –An Independent Party

19.3.1 It is understood and agreed that VENDOR will be acting as an independent party and not as an agent or an employee of CCI. Accordingly VENDOR assumes all risks and hazards encountered in its performance of this agreement and, further, VENDOR shall be solely responsible for all injuries, including death to all persons and all loss or damage to property which are attributed to VENDOR'S performance under this agreement or that of any agent, employee or subcontractor engaged by VENDOR.

19.3.2 All personnel allocated to provide services to CCI under this agreement are solely the employees of VENDOR and nothing in this agreement shall be construed or interpreted as creating an employer-employee relationship between CCI and the said employees of VENDOR. Accordingly VENDOR shall be responsible for all employee related issues such as but not limited to compensation and other employee related payments and social security combinations.

19.3.3 If any third party claims the infringement of patent, trade mark, copyright or industrial design rights arising from the use of the solution or any part thereof against the Commission and its employees after signing of contract between the party's, during and after implementation of the project, the same shall be indemnified by the VENDOR.

20. OMNIBUS CLAUSE

20.1 In addition to the terms and conditions mentioned herein, the overall content and intent of the Request for Proposal (RFP) document F.No. 17-1/DG-CCI/TOR/Computerisation-2007 dated 4th April 2010 read with F.No D-24015/1/2010-CSD & E-GOV/1/2010/ITD along with the annexed document "E-Governance: The Way Forward" shall be applicable as omnibus terms and conditions where applicable.
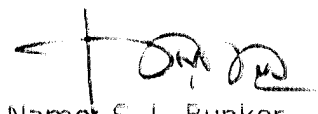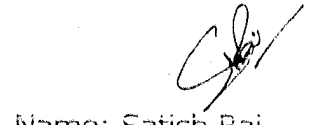
21. THE AGREEMENT

21.1 This document with Appendix I & II hereto signed by both the parties shall constitute the entire agreement binding on both the parties.
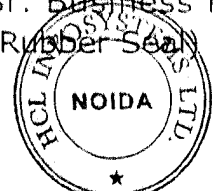
21.2 This agreement has been executed in the English language in two originals and each party has retained one original. In witness whereof each of the parties hereto has caused this agreement to be executed as on the day month and the year first below written.

First Party
For and on behalf of
Competition Commission of India

Name: S. L. Bunker
Date: 19th January 2011
Designation:
Secretary, CCI
(Rubber Seal)

In presence of
First Witness

Name: G. R. Wadhwa
Advisor
Address: Competition
Commission of India,
H T House, 18-20 , K G Marg,
New Delhi-110001

Second Witness

Name: R. N. SAHAY
Adv (F&W.)
Address: Competition
Commission of India,
H T House, 18-20 , K G Marg,
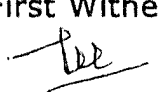New Delhi-110001

Second Party
For and on behalf of
M/s HCL Infosystems Ltd

Name: Satish Rai
Date: 19th January 2011
Designation:
Sr. Business Manager
(Rubber Seal)

NOIDA

In presence of
First Witness

Name: P. K. PANDA
Address: HCL Infosystems Ltd,
E-4-6, Sector -11,
NOIDA – 201301

Second Witness

Name: Sunil Samdani
Address: HCL Infosystems Ltd,
E-4-6, Sector -11,
NOIDA – 201301

(As quoted in the Commercial Bid)

S. No.	ITEM	RATE IN Rs.	RATE IN WORDS
1	iTOp Design/Development charges (including development of requisite administrative modules) as well as consultancy during Development Phase	Rs. 53,80,000/- + Applicable Taxes	Rupees Fifty Three Lakhs Eighty Thousand Only (Plus Applicable Taxes)
2	Charge for the Annual Maintenance of iTOp and related modules per annum applicable after the expiration of Development Phase*. [To be quoted for 2 years]	Rs. 16,90,000/- + Applicable Taxes	Rupees Sixteen Lakhs Ninty Thousand Only (Plus Applicable Taxes)
TOTAL		Rs. 70,70,000/- + Applicable Taxes	Rupees Seventy Lakhs Seventy Thousand Only (Plus Applicable Taxes)
Rate of "Person month" for use in change request. **		Rs. 75,000/- + Applicable Taxes	Rupees Seventy Five Thousand Only (Plus Applicable Taxes)

* Defined in para 8 (a) of the RFP

** "Change request" is discussed in detail in para 3 (xxv) & (xxvi) of the covering letter. A summary calculation is required to show how the person month rate has been derived from the Column 1 of the table above. This can be done showing some basic parameters such as total programming hours used, per month cost of some key members of the project team etc. In any case, the "Person month" rates must not exceed the average monthly amount at Column 1 above. This will be arrived at by applying the formula:

Quoted Amount x 4

56

1. Standards Compliance

1.1 As far as feasible the vendor will design the Software to open standards, using open source software in order to provide for interoperability with multiple platforms and to avoid any technology or technology provider lock-in.

1.2 Vendor will ensure that Software including but not limited to design, development, security, installation, and testing is based on and complies with industry standards prevailing at that time unless not technically feasible. Certain indicative standards that are not intended to be exhaustive are listed below:

Workflow design	WFMC, BPEL standards
Portal development	W3C specifications
Information access/transfer protocols	SOAP, HTTP/HTTPS
Interoperability Web Services,	Open standards, XML
Photograph JPEG	(minimum resolution of 640 x 480 pixels)
Scanned documents TIFF	(Resolution of 600 X 600 dpi)
Scanned document	PDF (Minimum resolution of 300 dpi)
Digital signature	X.509, RSA standards
Document encryption	PKCS, AES specifications
Information Security	ISO 27001 certified
Data center design	TIA-942 Tier 2
IT Infrastructure management	ITIL / EITM specifications
Quality Assurance	ISO 9001
Project Documentation	IEEE/ISO specifications for documentation

2. Service Level Agreements

2.1 The project will be micro-managed through SLAs whenever deemed necessary. These may include the following parameters. The same are indicative and will be frozen during SRS. Specific SLAs may be added during development phase and later in AMC phase.

2.2 Availability Management

The following table details out service level agreement for availability of service components. The targets have been kept keeping in mind that outage of any of the components should not be greater than 4 hours. If

greater than 4 hours, vendor should arrange a standby component for the outage. Outage of any sub component of a component would be considered as an outage of the component. Component availability (Up time) shall be calculated as [1-(Downtime / Total time)]*100. Total time to be calculated on by 24*7 basis.

Parameter	Description	Target	Measurement Tool/Method
Server	Software Components installed	99% between 8.00 AM -8.00 PM. 97% for the remaining time	Down time Reports.
Scheduled Backup	Documents, databases and other data.	Daily backup between 8.00 P.M -8.00 AM	Backup Reports
Network Availability	The network uptime will be calculated based on the availability of critical equipment which includes distribution switch, routers, wireless access point (if any), firewall and any other LAN/WAN switch.	>99% uptime measured on monthly 99% between 8.00 AM -8.00 PM 97% for the remaining time.	Network Monitoring Reports
Application and System Software	Availability of application and system software's as mentioned in scope of work.	99% between 8:00 AM – 8:00 PM. 97% for the remaining time	Weekly reports
Resource Availability	The resources should be available as per the project plan/ proposal submitted by the Vendor. No change of team structure would be entertained without CCI's prior approval.	>95% of the total time agreed upon on monthly basis.	Attendance Track
Helpdesk Availability	Help desk should be available and all incidents/ events raised with the IT helpdesk should be logged into the system and service ticket number should be provided to the employee	100% calls to be logged should be resolved with the time specified in Service management	Weekly reports
Bug fixing	Any bug which are found in the system shall be removed within 12 hours of logging the call	Within 6 hours	Bug resolution report

Vendor should setup a centralized helpdesk at the location mutually decided and agreed with the CCI. Vendor shall arrange and maintain within the contract value and throughout the contract period, all infrastructure necessary for managing the Help Desk.

2.4 Application level SLA

The IT infrastructure shall be available all the time on a 24X7 basis.

Parameter	Description	Target	Measurement Tool/ Method
Average Page Opening loading time	Responsiveness of the Software modules would be critical to solution's performance	within 7 secs	Measured over 128 kbps speed
Average response time for application software	Responsiveness of Application software	Within 5 secs	Server Logs
Average response time for retrieval of information from server	Solution should provide low response time for information retrieval	Within 7 secs	Server logs
Average response time for form submission.	Solution should provide low response time.	Within 10 secs	Server logs
Generation and display of dashboard	Generation and display of Dashboard	Within 10 secs	Measured over 128 Kbps
Average archived / history data opening / loading time	System should be responsive	Within 12 secs	Measured over 128 Kbps
Average 1 MB document download / upload time from local server	System should be responsive	Within 15 secs	Measures over 128kbps
Number of concurrent users	Total number of concurrent users that application can support	200	Based on load /stress testing.

2.5 SLA for Backup and Archival

The backup & Archival system should clearly define issues like Data to backup; Backup Frequency; Backup Schedule; Labeling and Media Handling and regular testing of the backup copies.

3. Technical Documentation

3.1 The vendor shall supply the following manuals. These shall be in such details as to enable CCI to operate, maintain, modify (code changes) as stated in the specifications. The manuals and documents shall be in English and in soft and hard copy. The Indicative list of documents, not limited to, that will be supplied and maintained by the vendor during different stages of the project are:

3.1.1	Project Plan Document
3.1.2	Gap Analysis Document (if applicable)
3.1.3	Data center plan
3.1.4	Hardware Specification document
3.1.5	Detailed Network diagram which includes both LAN and WAN
3.1.6	Secure Network architecture diagram
3.1.7	Application System Requirement Specification (SRS)/Application Customization Requirements Specification (CRS)
3.1.8	Application Integration Requirements
3.1.9	Application Software Design Document (SDD)
3.1.10	Use Case Diagram (Complete), DFD (up to Level 3), Data dictionary, UML Diagram
3.1.11	Plan for digitization and data entry
3.1.12	Acceptance Test Plan
3.1.13	Coding standard guidelines, Source Code including scripts developed for monitoring, backups, archival, maintenance etc.
3.1.14	Test Manuals including Test reports, bug reports and test cases
3.1.15	Trouble shooting document
3.1.16	Acceptance Test Specifications
3.1.17	Installation Manual
3.1.18	Operating Manual
3.1.19	Database Manual
3.1.20	Build Manual
3.1.21	Deployment Manual
3.1.22	Operational Procedures Manual
3.1.23	System Manual for Server, Storage & other hardware.
3.1.24	Documented configuration of all network devices e.g. routers, switches etc.
3.1.25	Documented configuration of all security devices e.g. firewall (software, hardware both) etc.
3.1.26	The "Corresponding Source" including the source code needed to generate, install, and run the object code and to modify the work, including scripts to control those activities
3.1.27	Other relevant technical documentation etc.

4. Deliverables at each stage

The vendor shall adhere to following deliverables at each stage for the MOP project:

Stage	Activity
1.	Project Plan report consisting of (Hardware Specification, Data Center plan, SAN, and IT Security plan, Detailed Network diagram which includes both LAN and WAN, Plan for digitization and data entry and Gap Analysis Document (if applicable))
2.	Application System Requirement Specification (SRS) IT Policy, Facility Management Plan, Disaster recovery plan, risk mitigation plan, Backup plan, Software licenses, Application Integration Requirements, Quality Assurance Plan & Methodology, ITIL Policy, Security Policy, Website Content Management Policy, Design of Logical and Deployment Architecture, Coding Standard guidelines and Exit Management Plan.
3.	Timelines for deliverables including Software of each module, website, data center, backup facility, Networking etc
4.	4.1 Finalization of Data Flow Diagrams, ER Diagrams, Data Dictionary, Design Documents, Class Diagrams, UML Diagrams, Database design document, Application Software Design Document (SDD) 4.2 Midterm report will include Development Report, Coding Documents, Test Reports and Documentation Report
5.	Installation and deployment of hardware, software modules, website Portal, networking, data center, backup facility , bug fixing report, Installation Manual, Build Manual, Deployment Manual, Operational Procedures Manual, Acceptance Test Plan and Acceptance Test Specifications, Manual of IP and Subnet Scheme, Routing tables, Proxy servers etc., Manual of all device configurations such as firewall, routers, servers etc.
6.	Incorporating new requirements, System Testing , Regression Testing, Profiling, Stress/Load Testing, User Acceptance testing, Data Migration, Change Management Reports, Version Management, User training, User Guides, Acceptance and hand over of coding Documents, User Manuals, test reports, Known Bugs, System goes live!
7.	Trial run of Disaster recovery plan and BCP, Finalization of SAN Backup Network, Acceptance of deliverables and Final Withdrawal report.
8.	Maintenance Policy, report