DRAFT AGREEMENT

This agreement is executed on this **.... day of .... 2023** through DSC by and between the **Chhattisgarh State Minor Forest Produce Co-operative Federation Limited**, Van Dhan Bhawan, Sector-24 Nava Raipur, Atal Nagar, RAIPUR (C.G.), registered under Chhattisgarh Cooperative Societies Act, 1960 and acting through its General Manager, here-in-after called the **"CGMFPFED"**, which expression shall include its assigns and successors.

And

..., a company incorporated under Companies Act 1956 (now Companies Act 2013), acting through its ....(Designation).....................(Name), herein after referred as **"Service Provider"**, which expression shall include its assigns and successors.

Whereas Service Provider has been appointed for providing services and activities, as mentioned in Scope of Work and Terms of Reference of the Request for Proposal, responded and submitted by the Service Provider.

Whereas CGMFPFED vide its Request for Proposal ("RFP") Notification No .... dated .... invited proposal for Selection of Agency for Implementation of CGMFP Management System.

Whereas the Service Provider submitted its proposal for the aforesaid work, whereby the Service Provider represented to the CGMFPFED that it has required experience and resources to provide services to the CGMFPFED on the terms and conditions as set forth in the RFP and this agreement.

Whereas the CGMFPFED on acceptance of the aforesaid proposals of the Service Provider, issued empanelment letter dated ....

This Agreement shall be deemed to commence from the **......**day of **............., 2023**.

This agreement witness as follows:

1. Scope of work

1.1 **Scope of Work:**

The broad scope of work includes development, Integration, testing, installation, commissioning, and O&M support of the CGMFP Management System. The purpose of this system is to streamline and automate various processes related to the collection, processing, storage, and marketing of Minor Forest Produce (MFP) and other forest products. The system aims to enhance efficiency, transparency, and accountability in managing the CGMFP value chain while supporting the needs of farmers, traders, and stakeholders involved in the forest produce sector.

The following is the overall scope of the work to the bidder.

- The bidder shall develop/deploy and manage the CGMFP Management System in accordance with the Service Level Metrics defined for a project for 5 (Five) years from the date of Rollout of the application.

- The development/deployment of system includes:
  - o Preparation of System Requirement Specifications along with the complete technical details of the CGMFP system and taking sign-off on the same from the CGMFPFED.
  - o Identification of test case scenarios and carry out the User Acceptance Test to the satisfaction of the CGMFPFED.

- During the finalisation of SRS or requirements, the bidder is required to submit list of Bill of material for all hardware and networking infrastructure and any handheld devices, if applicable. Additionally, the bidder shall submit the details of software to be used in the proposed system.

- The bidder shall carryout the cabling for the power and LAN wherever required.

- The bidder shall provide operational support and maintenance services for a period of 5 years from the date of Go-Live of the application. The maintenance includes the maintenance of CGMFP Management solution maintenance, IT infrastructure maintenance, network maintenance, system administration, security administration, database administration, and end-user problem resolution.

- The bidder must submit user manuals, administration manual, and test use cases following standard documentation procedures for the CGMFP Management System.

- The bidder shall provide training to all the user of the system viz, the staff and representative of CGMFPFED, and other participating agencies, if any.

- The bidder is required to develop and provision of reports in CGMFP management system as specified and approved in the SRS document.

- Bidder shall install monitoring dashboard at all stations as required by the federation

- The bidder shall generate the reports required by the CGMFPFED and submit to the CGMFPFED in the printable format.

1.2   Solution Scope: The detailed modules that are to be covered in the solution are proved below. However, the interest bidders may visit the CGMFPFED and collect the required information from the authorities concerned. Bidder shall configure all required business processes, define business rules, establish controls, establish workflows, configure Information Systems/ Reports, configure Archival rules, backup mechanism and empower CGMFPFED team inducting proper training.

The scope of work encompasses multiple modules, each addressing specific functionalities and requirements.

1.2.1   Beneficiary / Manpower Management Module -

1.2.1.1   Sangrahak Management -

1.2.1.1.1 Sangrahak Database Management - Sangrahak database updation and report generation for planning.

1.2.1.1.2 Sangrahak Insurance Management - Sanction of insurance through online application and release of insurance amount.

1.2.1.1.3 Sangrahak Family Benefit Management - Sanction of scholarship and fee reimbursement to family members of Sangrahak through online application and release of amount.

1.2.1.2   SHG Management - SHG database updation and report generation for planning.

1.2.1.3   Van Dhan Mitra Management - Van Dhan Mitra database updation and report generation for planning.

1.2.1.4   Manpower Management - Federation manpower database creation, updation and report generation for planning.

1.2.2   MFP Procurement Module -

Design and develop a module to track the collection of Minor Forest Produce (MFP) from different locations duly recording date, Sangrahak wise quantity, quality, and other relevant details of each MFP collection. The module includes transportation and storage. The data will be mainly utilized for payment to Sangrahak, SHG, Van Dhan Mitra and others. Procurement module will provide various reports on MFP procurement, payment, storage etc.

1.2.2.1   MFP Procurement Inventory Management - Sangrahak wise MFP procured, transportation and payment.

1.2.2.2   MFP Certification Management - Details of certification of the produce.

1.2.2.3   MFP Storage Inventory Management - Inventory management at storage house with inward and outward quantity. Develop mechanisms for inventory reconciliation and generate reports on the current stock levels, and space of storage.

1.2.3   MFP Processing Module -

Develop a module to manage the processing of MFP i.e., Primary / Secondary Processing / Herbal Products. The module will provide information about

processed quantity, output produce quantity, processing losses, payment to SHG members etc. The module will generate reports on processed produce, quality, costs incurred etc.

1.2.3.1 **MFP Primary / Secondary Processing Management -** Module will record the raw produce, processed produce, processing losses, payment to SHG members etc. It includes transportation and storage.

1.2.3.2 **Herbal Products Production Management -** Module will track production of Herbal Products, its sale through Mart etc., payment to SHG members, cost-benefit analysis through Herbal Products. It includes transportation and storage.

1.2.3.3 **MFP Quality Control Management -** Lab Management System will be developed to record quality related information of raw MFP, processed MFP and Herbal Products along with generation of test reports and QR codes for various products or produce. The module also includes receipt of lab fee.

1.2.4 **MFP Marketing Module -**
Module includes development of integrated marketing portal with links to E-Tender, E-Auction, sale of forest produce at fixed price, manual auction details and also detailed information on various forest produce types, including their quality, pricing, and availability.

1.2.4.1 **Bulk Sale Management -** Module includes raw and processed MFP Sale Lot creation (quality, type, quantity), trader registration, sale status and post sale management etc. Generation of sale orders of MFP, E-Agreement, E-Delivery order for sold produce, refunds to traders and stock inventory for sale.

1.2.4.2 **Retail Sale Management -** Retail marketing of Herbal Products through Mart and others duly capturing demand, production status, delivery to vendors or customers, sale amount transaction.

1.2.4.3 **Sale Inventory Management -** Inventory management of raw MFP, processed MFP, Herbal Products along with physical and financial data. The inventory data will be generated with various reports, dashboards for appropriate decision making.

1.2.5 **MFP Finance Management Module**
This module will include fund management, payment for procurement and processing of MFP and sale receipts of raw and processed MFP along with provision for profit-loss assessment of each MFP or produce.

1.2.5.1 **Fund Management -** This module will cover creation of budget heads, (e.g., MFP Collection, Processing, marketing, Infrastructure Development & Other activities etc.), budget allocation, online distribution of funds to District Unions and Primary Societies based on demand. Monitoring of budget head wise fund allocation and expenditure at State, District Union, VDVK and Primary Society etc.

1.2.5.2 **Expenditure Management with Payment Gateway -** This module will ensure development of integrated payment gateway (to be integrated with

existing Departmental payment gateway / or any nationalized banking payment portal) that can ensure all kinds of payment at Primary Society, VDVK, District Union and State Headquarters under different budget heads.

1.2.5.2.1   Payment to Sangrahak for Procurement of MFP

1.2.5.2.2   Payment to SHG for Procurement, Processing and Marketing

1.2.5.2.3   Payment to Van Dhan Mitras for various services provided

1.2.5.2.4   Payment to others for various activities

1.2.5.3   Sale Management with Sale Receipts Gateway

This module will ensure development of integrated sale receipt gateway (to be integrated with existing Departmental sale receipt gateway / or any nationalized banking payment portal) that can ensure all kinds of sale receipts at VDVK, District Union, NWFP Mart and State Headquarters for different sale activities.

1.2.5.3.1   Sale receipts for bulk sale of raw or processed MFP to Federation account.

1.2.5.3.2   Sale receipts for sale of raw or processed MFP at fixed price and manual auction to Federation account.

1.2.5.3.3   Sale receipts for retail sale of Herbal Products to NWFP Mart account.

1.2.5.3.4   Sale receipts for retail sale of Herbal Products to VDVK account.

1.2.5.4   Fund Utilization Monitoring - Module will be developed to monitor the fund utilization under different heads and different levels as given below using various reports and dashboard.

1.2.5.4.1   Fund withdrawal done by Sangrahak

1.2.5.4.2   Fund utilization by Primary Society

1.2.5.4.3   Fund utilization by VDVK

1.2.5.4.4   District Union level fund utilization

1.2.5.5   MFP Profit/Loss Assessment - This module will be developed to capture produce wise expenditure and sale receipts to arrive at profit or loss. This will also ensure calculation of profit sharing to SHG, Sangrahak based on quantity procured or processed.

1.2.6   Lac Management Module - This module will cover various aspects of Lac farmer development, Lac crop loan and insurance management etc. along with reports and dashboard with separate webpage on Lac development.

1.2.6.1   Lac Farmer Development - The module will be used for registration of farmers, information on pruning of host trees, training, brood Lac demand and supply with payment.

1.2.6.2   Lac Crop Loan Management - This module have features to receive online application for Lac crop loan, sanction and release of funds to farmers and loan recoveries. This module will have separate link for access by the cooperative banks of Chhattisgarh.

1.2.6.3 **Lac Crop Insurance Management -** This module have features to receive online application for Lac crop insurance, payment of premium, sanction and release of insurance to farmers. This module will have separate link for access by the cooperative banks of Chhattisgarh.

1.2.7 **MFP Conservation / Production Module -** This module will be developed to capture the information regarding major MFP conservation areas, MFP species conservation information etc. along with production of MFP and medicinal plants.

1.2.7.1 **MFP Conservation Inventory Management -** This module will cover MFP conservation area details, information on MFP / Medicinal Species data, thematic reports and dashboard.

1.2.7.2 **MFP Cultivation Inventory Management -** This module will cover nursery stock details of MFP / Medicinal Plants, online application for demand of plants by farmer, farmer wise plant information etc. along with thematic reports and dashboard.

1.2.8 **MFP Infra Management Module -** This module will be developed to capture the details of infrastructure, machinery and equipments of Federation.

1.2.8.1 **MFP Infra Inventory Management -** This module will be developed to record the existing processing, storage and marketing infrastructure and progress of infrastructure under construction.

1.2.8.2 **MFP Machinery Inventory Management -** This module will be developed to record the existing machinery and equipment available at various processing centres along with information on their working status.

1.2.9 **Enterprise Performance Management Module -** An integrated module will be developed to generate various reports, dashboard for day-to-day monitoring, performance assessment of units of Federation and ranking the same so as to take appropriate decisions at various levels. The performance assessment reports will be generated for the following units based on the data generated from 2.2.1 to 2.2.8.

1.2.9.1 Ranking of Primary Societies - Report based on Procurement, Processing Data

1.2.9.2 Ranking of VDVKs - Report based on Processing and Marketing Data

1.2.9.3 Ranking of District Unions - Report based on Procurement, Processing, Marketing and Lac Data etc.

1.2.9.4 Ranking of NWFP Marts - Report based on Retail Marketing Data

1.2.9.5 Procurement-Processing-Marketing reconciliation thematic reports, dashboard, Performance based ranking work of key manpower based on Procurement, Processing, Marketing and Lac Data etc.

1.2.10 **Integration of following software**

1.2.10.1 Sangrahak Survey Software

1.2.10.2 Sangrahak TP & Other MFP online collection payment software

1.2.10.3 CGMFP- Monitoring System (Collection, Processing and Storage)

1.2.10.4 Shaheed Mahendra Karma TP Sangrahak Samajik ShikshaYogna and Samuhik Suraksha Yojana and Scholarship Scheme (Online Scheme Software)

1.3 **Installation and System Administration Scope**

The following items are in the scope of the work:

- The preferred installation and system administration of the solution/product is a centralize installation with the central server established at the Headquarters of CGMFPFED or on a MeiTY accredited Cloud Service Provider or at the place recommended by the CGMFPFED.

- Establishment of the internet connectivity wherever required. The bidder shall suggest CGMFPFED on the requirement of the bandwidth and CGMFPFED will provide the internet or CGMFPFED will reimburse the expenditure spent by the bidder for providing the internet on submission of evidence of payment.

- Installation of the applications/software required for the implementation of the CGMFP Management System application.

- Installation of all the required hardware for the implementation of the CGMFP Management System.

1.4 **Report Generation and Printing Scope**

- The Service Provider shall develop reports as agreed and approved by CGMFPFED during requirement signoff stage. Any additional report requirements beyond the finalised requirements will be considered as change requests

- A tentative list of reports with the frequency required by the CGMFPFED shall be decided at the time of SRS preparation stage.

1.5 **Development Scope**

The Service Provider is required to capture the processes in practice at all the locations including the locations where the pilot is implemented at the time of implementation of the solution/product. The Service Provider has to develop/deploy the solution/product and configure it to the decided processes requested by the CGMFPFED.

1.6 **Data conversion and data migration scope:**

The Service Provider has to create the master databases of growers, buyers, grades, banks, bank accounts of the growers and any other master database required for developing the CGMFP Management System. However, CGMFPFED will provide the available master data in the softcopy form to the bidder. The migration of database and creation of new entities in the master database is the responsibility of the bidder.

If the Service Provider requires any data for the implementation and operationalization of the solution/product, then the Service Provider has to carry out the data conversion and migration on his own. CGMFPFED may supply the required data in the softcopy format if the requested information is already available in the digital form with the CGMFPFED, else the CGMFPFED may supply the requested data in the format it is available with them.

1.7 Training Scope

The Service Provider shall provide the user training to the all the entities involved in the e system viz., growers, buyers, CGMFPFED staff. The training shall include the overview training, end user training and system administration training and other training if any required by the CGMFPFED. The location of the training will be at CGMFPFED Head Quarters, Raipur. The bidder has to provide all the training material. in English and Hindi languages.

1.8 Project Phases

The CGMFP Management System including the application and necessary infrastructure will be implemented and tested in one District first and then rollout the solution in all other Districts in either phased manner or at one go as per the timelines indicated in this RFP.

- *Go-Live in One District Union:* Go-Live is the date on which the CGMFP Management System is completely operational as per the requirements of the CGMFPFED and all the acceptance tests are successfully concluded as per the satisfaction of the CGMFPFED

- *Rollout of the application:* The rollout of the CGMFP Management system in all the other district unions after the successful implementation at one district.

1.9 Services Scope

- The bidder shall provide the services for a period of 5 years from the data of Go-Live of the application.

- Bidder shall be responsible for satisfactory un-interrupted day-to-day functioning of the implemented CGMFP Management system.

- The bidder shall resolve the problems that surface during the operations and maintenance period. The bidder can either deploy the resource on-site or off-site. However, if the CGMFPFED request the bidder to deploy the on-site resources during the O&M period, the cost of such resource will be reimbursed by the CGMPFFED at the end of the month as per the rate quoted by the bidder.

- As part of the proposal document, Bidder should provide detailed description for service delivery management during the O & M phase.

1.10 Acceptance Criteria

a. Acceptance of the proposed CGMFP Management System solution will be done as follows:

   i. Delivery of Software licenses in line with the Bill of Material

   ii. Implementation Services including Integration

   iii. Customization of the solution and development of reports as per requirement

   iv. CGMFPFED will carry-out the UAT through of the solution as per scope through an independent Agency (Third Party Agency). The Service Provider will be required to fix / deliver as per UAT observations for retesting / verification by the CGMFPFED.

v. After completion of end-to-end UAT of the solution as per scope, the CGMFPFED will confirm for UAT completion in writing.

vi. After completion of UAT, the Service Provider will be required to create production setup for go-live.

vii. All trainings are to be completed, training material and all other documentations to be delivered as per scope.

viii. Solution is smoothly running for 1 month and generating correct reports/outputs post Go-live.

b. CGMFPFED will issue letter for Final acceptance subject to meeting the acceptance criteria as mentioned above. The date of letter will be accordingly treated as 'Date of Final Acceptance'.

1.11 Ownership of Delivered Services

a. The Service Provider will hold the ownership of its delivery of the services under the Agreement and be responsible for the services delivered. All the deliverables as per the scope of this Agreement will become the property of the CGMFPFED.

b. CGMFPFED shall have the sole ownership of and the right to use, all data that may be in possession of the Service Provider or its representative in the course of performing the services under the Agreement. All documents, report, information, data etc. collected and prepared by Service Provider in connection with the scope of work and submitted to CGMFPFED will be property of the CGMFPFED.

c. The Service Provider shall not be entitled either directly or indirectly to make use of the documents, reports given by CGMFPFED for carrying out of any services with any third parties. The Service Provider shall not without the prior written consent of CGMFPFED be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

1.12 Governance Model for O&M

Bidder should propose a detailed Governance Model for the O & M activities. The governance structure should ensure smooth on-going operations of support to CGMFPFED's business processes and day-to-day working.

The objective of this RFP is to develop and maintain a comprehensive CGMFP Management System that will automate various processes involved in the CGMFPFED's operations. The system should facilitate efficient procurement, inventory management, sales, accounting, and reporting of minor forest produce, ultimately leading to improved productivity and profitability.

1.13 **Provisions that are provided by the CGMFPFED:**

The costs for the following services are reimbursed by the CGMFPFED. The selected bidder shall recommend the requirements and also submit evidence for the reimbursement.

   i.   Cost for supply, installation, and commissioning of all hardware and networking infrastructure, including any other hardware such as handheld devices, display screens etc., shall be reimbursed/borne by CGMFPFED.

   ii.   Cost for cabling the power and LAN, wherever required in the locations indicated by CGMFP, will be borne by CGMFPFED.

   iii.   Internet services required for the operations of the system.

   iv.   If decided to setup the service side infrastructure at CGMFPFED Hq, then all the IT infrastructure required along with system software.

   v.   All the client-side infrastructure including, desktops, printers etc.,

   vi.   All gateway services like SMS gateway, Payment Gateway

   vii.   Facilities required for providing the training to the end users.

  viii.   Audit and Certificate, if any, required to comply with the statutory requirements

2.   Execution Plan, Deliverables and Timelines

Sl#	Activity	Tentative Deliverables	Timeline
a	System Study & Prototype Design	− Detailed Team Structure with team members − Point of Contact − FSR/SRS − Screen prototypes	T+3 Weeks
b	Design, Development & Implementation	− Source Code − Test Plans & Test Cases − Operation Manual – FAQs − Load Testing report − Hosting in staging environment	**T1+ 21 weeks**
c	UAT, Training & Go live	− Preparation Test Cases − UAT certificate − Training to users and provide training completion report. − Movement of application from Staging to Production environment − Safe to host certificate issued by Cert-in empaneled firm	**T1+ 4 weeks**
d	Operation & Maintenance	• Software updating and maintenance, including preventive maintenance and troubleshooting problems reported • User support to department staff and officers • Database administration and troubleshooting • Maintaining system documentation • Source code • User manual & Training manuals	Five years from the date of Go live

		• Review meetings with Senior management of the Service Provider - at least once in a month • Closure of issues arising out of Security Assessment. • Monthly /Weekly/ Fortnightly Report Generation • Any other task assigned by MD, CGMFPFED with regards to operation and maintenance of software	

*T= Date Work Order Issuance

*T1= Date of SRS Approval

3. Security Deposit

i. The Selected Bidder shall submit performance Bank Guarantee The Service Provider shall furnish a security deposit in the form of unconditional and irrevocable Bank Guarantee/ FDR from any of the commercial bank in India for an amount equivalent to 10% of total cost of contract before executing the agreement with the CGMFPFED. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the bidder The validity of the Performance Bank Guarantee shall be 60 days beyond the date of expiry of contract. The Performance Bank Guarantee shall be refundable after the expiry of contract, subject to proper execution of the contract by the selected bidder. The CGMFPFED reserves the right to forfeit the Performance Bank Guarantee in case the selected bidder in unable to perform as per the terms of the contract.

ii. The security deposit will remain with CGMFPFED throughout the period of contract and six months thereafter.

iii. If the Service Provider fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the CGMFPFED to forfeit either in whole or in part, in its absolute discretion, the Security Deposit furnished by the Service Provider or to appropriate the Security Deposit furnished by the Tenderer or any part thereof and/or to invoke the Bank Guarantee in or towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or costs etc. that may be suffered or incurred by the CGMFPFED.

iv. Save as aforesaid, if the Service Provider duly performs and completes the contract in all respects and presents "NO DEMAND CERTIFICATE" issued by the CGMFPFED shall refund the Security Deposit and return the Bank guarantee to the Service Provider after deducting all costs and other expenses that the CGMFPFED may have incurred and all dues and other money including

all losses and damages which the CGMFPFED is entitled to recover from the Service Provider. The decision of the CGMFPFED in respect of damages, losses, charges, costs or expenses shall be final and binding on the Tenderer.

v. CGMFPFED shall be at liberty to reimburse itself of any damages, losses, charges, costs or expenses suffered or incurred by it due to Service Provider's negligence and un-workmanlike performance of Services under the contract or breach of any terms thereof. The total sum claimed shall be deducted from any sum then due or which at any time hereafter may become due to the Service Provider under this or any other contract with the CGMFPFED. In the event of such sum being insufficient, the balance of the total sum claimed and recoverable from the Service Provider as aforesaid shall be deducted from the security deposit furnished by the Service Provider. If this sum is not sufficient to cover the full amount claimed CGMFPFED, the Service Provider shall pay to the CGMFPFED on demand the remaining balance of the aforesaid sum claimed.

vi. Whenever the Security Deposit falls short of the specified amount, the Tenderer /Service Provider shall, make good the deficit so that the total amount of Security Deposit shall not, at any time, be less than specified amount.

4. Responsibilities and Obligations of the Service Provider

I. The Service Provider shall provider the Services as set out in Section 2 of the RFP Document

II. Operate and Maintain the Project facilities as per good industry practice.

III. Acquisition all statutory approval for the activity is the responsibility of the Service Provider.

5. Period of engagement of the Service Provider

The duration of this agreement shall be Five Years initially from the date of Signing of this Agreement which may be extended for a further period of Two Years, wherein extension shall be awarded for one year at a time, provided if the services provided by the selected agency is found satisfactory. In case the Agreement is extended from the initial term of 1 year, the selected bidder shall extend the validity of performance guarantee as required by the CGMFPFED.

7. Procedure of Payment

i. After completion of the work Agency shall raise invoice and submit to CGMFPFED office in Nava Raipur along with the deliverables and work done report. The fees shall be paid within 30 days from the date of receipt of the invoice.

ii. The fees shall be inclusive of all out-of-pocket expenses of the personnel deployed and overheads & miscellaneous expenses.

a. The Development cost will be paid on completion of the following milestones:

S.no	Payment Milestone	% Of quoted development cost
1	Submission of Design Document	15%
2	After completion of User Acceptance Test	25%
3	On completion of One district Pilot – Go Live	25%
4	On Roll out of application	35%

b. O&M cost will be paid quarterly i.e., April, July, October, January after receiving the invoice from the Service Provider. The O&M amount payable for any month is equals to the quoted percentage of the value of sale of MFP products happened from 1st of billing month to end of the billing month.

iii. Unless and otherwise mentioned in the Agreement, the Service Provider shall pay all taxes, duties, fee, and other impositions including GST as may be levied under the applicable laws and the CGMFPFED shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

8. Extension of Time, Liquidating Damage and Penalty

Extension of Time for the development of software: -

Time shall be considered as the essence of the contract. If, however, the failure of the Service Provider to complete the work as per the stipulated date schedules referred to above, the Service Provider may request or extension of time stating the reason for the delay in writing. However, the grant of extension of time will be at the sole discretion of CGMFP Federation.

Liquidating Damage

In case of delay in completing the work due to reasons attributable to the selected bidder, liquidated damage shall be charged to the bidder at the rate 0.5% of the contract value for a delay of one week or part thereof subject to a maximum of 6% of the contract value.

Penalty

In case of any deficiency of services during the operation and management of software 0.5% of the O&M fees per day shall be charged as penalty, subject to a maximum of 6% of the O&M fees.

9. Completeness of the contract

The contract shall be deemed as incomplete if any event is not completed within the stipulated time period or the event is not successfully completed in the manner as specified by CGMFPFED or if any act / event / incident takes place which is attributable to Service Provider(s), which results in delay / incompletion of an

event or which results in financial, reputational or other losses to the CGMFPFED.

10.   Termination

This Agreement shall be effective on the date hereof and shall continue in full force until completion of the Services or terminated earlier as per the following:

I.   CGMFPFED or the Service Provider may terminate the agreement by giving the termination notice of one month in advance.

II.   The service provider is in breach of any of the terms and conditions set forth in the agreement.

III.   The Service Provider fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the CGMFPFED may have subsequently granted in writing.

IV.   the Service Provider becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.

V.   The Service Provider fails to comply with any final decision reached as a result of arbitration proceedings.

VI.   The Service Provider fails to comply with the decision of the CGMFPFED.

VII.   The Service Provider submits to the CGMFPFED a statement which has a material effect on the rights, obligations, or interests of the CGMFPFED and which the Service Provider knows to be false.

VIII.   any document, information, data or statement submitted by the Service Provider in its Proposals, based on which the Service Provider was considered eligible or successful, is found to be false, incorrect or misleading; or

IX.   Upon termination of this Agreement by CGMFPFED, the CGMFPFED shall make the payment pursuant to payment schedule mentioned hereof for Services satisfactorily performed prior to the date of termination to the Service Provider (after offsetting against these payments any amount that may be due from the Service Provider to CGMFPFED)

x.   The communication of termination of this Agreement shall be by means of written notice ("Termination Notice")

11.   Settlement of Disputes

I.   Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in **relation** to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 10 III.

II.   The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to

any Dispute.

III. Conciliation

In the event of any Dispute between the Parties, either Party may call upon the Managing Director CGMFPFED, for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 6.11.2 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 6.12.

12. Arbitration

I. **Procedure:**

a. Any Dispute which is not resolved amicably within 30 days, the same shall be referred to the sole arbitration appointed by CGMFPFED, whose decision shall be final and binding on both the Parties.

b. Such arbitration shall be governed by the Chhattisgarh Madhyastham Adhikaran Adhiniyam,1983 ("Arbitration Act").

II. **Place of Arbitration:**

The place of arbitration shall ordinarily be Raipur but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

III. **English Language:**

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

IV. **Enforcement of Award:**

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provision of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

V. **Performance during Dispute Resolution:**

Pending the submission of and/or decision on a dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award.

13. Change Request Procedure

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

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

CHANGE MANAGEMENT PROCESS

a. CHANGE REQUEST / CHANGE CONTROL NOTE("CCN")

i. Change requests in respect of the Agreement, the Project Implementation, the operation or Scope of work and Functional Requirement specifications will emanate from the Parties' respective Project Manager who will be responsible for obtaining approval for the change and who will act as its sponsor throughout the Change Control Process. CCNs will be presented to the other Party's Project Manager who will acknowledge receipt by signature of the CCN.

ii. The service provider and the CGMFPFED or its nominated agencies, during the Project Implementation Phase and the CGMFPFED or its nominated agencies during the Operations and Management Phase and while preparing the CCN, shall consider the change in the context of the following parameter, namely whether the change is beyond the scope of Services including ancillary and concomitant services required and as detailed in the RFP and is suggested and applicable only after the testing, commissioning and certification of the Pilot Phase and the Project Implementation Phase as set out in this Agreement.

iii. It is hereby also clarified here that any change of control suggested beyond 10 % of the value of this Project will be beyond the scope of the change control process and will be considered as the subject matter for a separate bid process and a separate contract. It is hereby clarified that the 10% of the value of the Project as stated in herein above is calculated on the basis of bid value submitted by the service provider and accepted by the CGMFPFED or as

decided and approved by CGMFPFED. For arriving at the cost/ rate for change up to 10% of the project value, the payment terms shall be decided by CGMFPFED.

b. Quotation

    i. The service provider shall assess the CCN and complete CCN, in completing the CCN the service provider shall provide as a minimum:

        1. A description of the change

        2. A list of deliverables required for implementing the change.

        3. A timetable for implementation.

        4. An estimate of any proposed change

        5. Any relevant acceptance criteria

        6. An assessment of the value of the proposed change; material evidence to prove that the proposed change is not already covered within the Agreement and the scope of work

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

c. Costs

Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided the Service Provider meets the obligations as set in the CCN. In case of recertification due to proposed changes, required cost will be borne by the party that initiated the change. In the event the Service Provider is unable to meet the obligations as defined in the CCN then the cost of getting it done by third party will be borne by the Service Provider.

d. Obligations

The Service Provider shall be obliged to implement any proposed changes once approval in accordance with above provisions has been given, with effect from the date agreed for implementation and within an agreed timeframe. Service Provider will not be obligated to work on a change until the parties agree in writing upon its scope, price and/or schedule impact. The cost associated with any hardware/goods/License for COTS product should not exceed the price quoted in the bidder's proposal. Any costs associated with changes to Software specifications which cannot be arrived at on the basis of the Service Provider's proposal shall be

mutually agreed to between the Service Provider and the CGMFPFED.

14. Force Majeure

A Force Majeure means –any event or circumstance or a combination of events which are beyond the reasonable control of the affected Tenderer / Service Provider, which such Tenderer / Service Provider could not have prevented or reasonably overcome with the exercise of reasonable skill and care in relation to the implementation of this Agreement, which do not result from the negligence of such Tenderer or the failure of such Tenderer / Service Provider to perform its obligations hereunder which are of an incapacitating nature and of a severe magnitude and have a material adverse effect on the affected Tenderer's / Service Provider's obligations under this Contract. A Tenderer / Service Provider shall be entitled to suspend or excuse performance of its respective obligations under this contract to the extent such performance is impeded by a Force Majeure event.

a. Procedure for Force Majeure

If a Tenderer / Service Provider claims relief on account of a Force Majeure, then the tenderer claiming to be affected by such event shall, as soon as reasonably practicable and in any event within seven days of becoming aware of the Force Majeure, give notice of and describe in reasonable detail the effect of such Force Majeure to the CGMFPFED in writing, including the dates of commencement and estimated cessation of such Force Majeure and its effects on the tenderer's obligations under this contract. Upon cessation of the situation which led to a tenderer claiming Force Majeure under this clause, the Tenderer / Service Provider shall, within seven days thereof, notify the Corporation in writing of the cessation and the tenderer shall, as soon as practicable thereafter, continue performance of all obligations under this contract but without prejudice to the excuse of performance of all obligations during the continuance of the Force Majeure.

b. Prolonged Force Majeure

i. In the event Force Majeure continuously impedes or prevents a tenderer's / Service Provider's performance for longer than 60consecutive days from the date of commencement of such Force Majeure, notwithstanding the suspension of the obligations of the Tenderer / Service Provider, they shall be decided by mutual consent through consultation either the terms upon which to continue the performance of this contract or to terminate this contract.

ii. Any period within which a tenderer shall, pursuant to this contract, complete any action or task, shall be extended for a period equal to the time during which- such Party was unable to perform such action as a result of Force Majeure.

iii. The tenderer(s) is entitled to the payments for the portion of the work already completed before the occurrence of any event constituting

force majeure culminating in termination of contract. Decision of the CGMFPFED in this regard will be final. However, changes in applicability of taxes or tax rates and changes in statutory requirements shall not be a ground for force majeure

15.   Audit

   i.   As soon as reasonably practicable after the agreement date, the Parties shall use their best endeavors to agree to a timetable for routine audits during the Project Implementation Phase and the Operation and Management Phase. Such timetable during the Implementation Phase, the CGMFPFED or its nominated agency and thereafter during the operation Phase, the CGMFPFED or its nominated agency shall conduct routine audits in accordance with such agreed timetable and shall not be required to give the Service Provider any further notice of carrying out such audits.

   ii.   The CGMFPFED or its nominated agency may conduct non-timetabled audits at his/ her own discretion if it reasonably believes that such non-timetabled audits are necessary as a result of an act of fraud by the Service Provider, a security violation, or breach of confidentiality obligations by the Service Provider, provided that the requirement for such an audit is notified in writing to the Service Provider a reasonable period time prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail the reasons for the requirement and the alleged facts on which the requirement is based.

   iii. The frequency of audits shall be a (maximum) half yearly, provided always that the CGMFPFED or its nominated agency shall endeavor to conduct such audits with the lowest levels of inconvenience and disturbance practicable being caused to the Service Provider. Any such audit shall be conducted by with adequate notice of 2 weeks to the Service Provider.

   iv.   CGMFPFED will ensure that any 3rd party agencies appointed to conduct the audit will not be the competitor of Service Provider and will be bound by confidentiality obligations.

16. IPR Infringement

   As part of this project, Service Provider will deliver different software, if the use of any such software by / for CGMFPFED, infringes the intellectual property rights of any third party, Service Provider shall be primarily liable to indemnify CGMFPFED to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc., arising out of the proceedings initiated by third party for

such infringement, subject to the condition that the claim relates to Software provided/used by Service Provider under this project.

17. Indemnity

a. The Service Provider shall indemnify the CGMFPFED, and shall always keep indemnified and hold the CGMFPFED, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the CGMFPFED as a result of:

    i. CGMFPFED's authorized / bona fide use of the Deliverables and /or the Service Provider under this Agreement; and/or

    ii. An act or omission of the Service Provider, its employees/ agents/ subcontractors in the performance of the obligations of the Service Provider under this Agreement; and/or

    iii. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Service Provider, against the CGMFPFED; and/or

    iv. Breach of any of the term of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the Service Provider under this Agreement; and/or

    v. Negligence, fraudulence activities or gross misconduct attributable to the Service Provider or its employees or sub-contractors.

    vi. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or

    vii. Breach of confidentiality obligations of the Service Provider contained in this Agreement; and/or

    viii. The use of unlicensed and illegal Software and/or allied components by the Service Provider.

b. The Service Provider will have to at its own cost and expenses defend or settle any claim against the CGMFPFED that the Deliverables and Services delivered or provided under this Agreement document infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in the country where the Deliverables and Services are used, sold or received, provided the CGMFPFED:

    i. Notifies the Service Provider in writing; and

    ii. Cooperates with the Service Provider in the defense and settlement of the claims.

c. However, (i) the Service Provider has sole control of the defense and all related settlement negotiations (ii) the CGMFPFED provides the Service Provider with the assistance, information and CGMFPFED reasonably necessary to perform the above and (iii) the CGMFPFED does not make consent of the Service Provider, except where the CGMFPFED is required by any CGMFPFED/ regulator to make a comment/ statement/ representation.

d. If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Service Provider, after due inspection and testing and at no additional cost to the CGMFPFED, shall forthwith either 1) replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the CGMFPFED to continue the use of the software / equipment, as required by the CGMFPFED as per the terms and conditions of this Tender and subsequent Agreement and to meet the service levels; or 3) refund to the CGMFPFED the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the CGMFPFED in the event of the failure of the Service Provider to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the CGMFPFED.

e. The Service Provider shall not be liable for defects or non-conformance resulting from:
    i.   Software, hardware, interfacing not approved by Service Provider; or
    ii. Unauthorized modification of Software or any individual product supplied under this Agreement, or CGMFPFED's failure to comply with any mutually agreed environmental specifications.
    iii. Use of a deliverable in an application or environment for which it was not designed or not contemplated under this Agreement,
    iv. Modification of a deliverable by anyone other than Service Provider where the unmodified version of the Deliverable would not be infringing.
    v.   Any loss of profits, revenue, contracts or anticipated savings.

f. Indemnity shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the CGMFPFED arising out of claims made by regulatory authorities for reasons attributable to breach of obligations under this Agreement by the Service Provider.

18. Limitation of liabilities

Save and except the liability under Section of "IPR Infringement" and "Indemnity provision" in Clause xx and Clause xx respectively herein -, in no event shall either party be liable with respect to its obligations for indirect, consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of the Service Provider, arising at any time under this Agreement shall not exceed the order value**.**

19.   Confidentiality

a. The Agreement is confidential and is not to be disclosed, reproduced, transmitted, or made available in whole or in part by the Service Provider to any other person. The Service Provider acknowledges that any revised or amended document is received subject to the same confidentiality undertaking. The Service Provider will not disclose or discuss the contents of the Agreement with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with any of its customers or suppliers without the prior written consent of CGMFPFED.

b. This Agreement document contains information proprietary to the CGMFPFED. The Service Provider is entrusted to maintain its confidentiality. The information contained in the Agreement document may not be reproduced in whole or in part without the express permission of the CGMFPFED. Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also mean termination of the agreement and disqualification of the Service Provider.

c. The Service Provider shall take all necessary precautions to ensure that all confidential information shared by the CGMFPFED are treated as confidential and not disclosed or used other than for the purpose of project execution. Service Provider shall suitably defend, indemnify CGMFPFED for any loss/damage suffered by CGMFPFED on account of and to the extent of any disclosure of the confidential information.

d. No media release/public announcement or any other reference to the Agreement or any program there under shall be made without the written consent of the CGMFPFED, by photographic, electronic or other means.

e. "Confidential Information" means any and all information that is or has been received by the Service Provider ("Receiving Party") from the CGMFPFED ("Disclosing Party") and that:

    i. relates to the Disclosing Party; and

    ii. is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or

    iii. is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.

f. Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by the CGMFPFED with the Service Provider.

g. "Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents whether machine or user readable.

h. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of

the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:

i. Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.

j. In maintaining confidentiality hereunder, the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:

    i. Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure.

    ii. Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party.

    iii. Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information and materials in the manner prescribed in this document; and h) Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.

k. The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:

    i. Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control.

    ii. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party.

    iii. So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any hardware or other device in its possession or under its custody and control; and

    iv. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

l. The restrictions in the preceding clause shall `not apply to:

  i. Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.

  ii. Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure. The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.

  iii. The confidentiality obligations shall survive the expiry or termination of the agreement between the Service Provider and the CGMFPFED

m. This Agreement contains information proprietary to CGMFPFED. Service Provider shall maintain its confidentiality. It should be disclosed only to those employees involved in Project. The information contained in the Agreement may not be reproduced in whole or in part without the express permission of CGMFPFED. The Implementing agency shall comply with a non-disclosure agreement submitted along with the bid.

n. In case the Service Provider acts is extending similar services to multiple customers, Service Provider shall take care to build strong safeguards so that there is no co-mingling of information, documents, records and assets related to services within the ambit of this Agreement.

20. Privacy and Security Safeguards

a. CGMFPFED shall have the sole ownership of and the right to use, all data that may be in possession of the selected Service Provider or its representative in the course of performing the services under the Agreement that may be entered into. All documents, report, information, data etc. collected and prepared by the Service Provider in connection with the scope of work submitted to CGMFPFED will be property of the CGMFPFED. The Service Provider shall not be entitled either directly or indirectly to make use of the documents, reports given by CGMFPFED for carrying out of any services with any third parties. Service Provider shall not without the prior written consent of CGMFPFED be entitled to publish studies or descriptive

article with or without illustrations or data in respect of or in connection with the performance of services".

b. The Service Provider shall not publish or disclose in any manner, without the CGMFPFED's prior written consent, the details of any security safeguards designed, developed, or implemented by the Service Provider under this Agreement or existing at any location of the CGMFPFED. The Service Provider shall develop procedures and implementation plans to ensure that IT assets leaving the control of CGMFPFED (removed for repair, replaced or upgraded) are cleared of all CGMFPFED's data and software. The Service Provider shall also ensure that all subcontractors (if permitted in Agreement) who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the CGMFPFEDs prior written consent, the details of any security safeguards designed, developed or implemented by the Service Provider under this Agreement or existing at any CGMFPFED's location.

c. All records of the Service Provider with respect to any matters covered by this Agreement shall be made available to CGMFPFED or its designees at any time during normal business hours, as often as CGMFPFED deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

d. CGMFPFED, including its regulatory authorities, if any, etc., reserves the right to verify, through their officials or such other persons as CGMFPFED may authorise, the progress of the project at the development /customization site of the Service Provider or where the services are being rendered by the Service Provider.

e. The CGMFPFED and its authorized representatives, shall have the right to visit any of the Service Provider's premises with prior notice to ensure that data provided by the CGMFPFED is not misused. The Service Provider will have to cooperate with the authorized representative/s of the CGMFPFED and will have to provide all information/ documents required by the CGMFPFED.

f. The right to visit under these clauses shall be restricted to all books, records and information relevant to the scope of work under this agreement/ subsequent PO/Agreement. Visit shall be conducted during normal business hours and on normal working days after informing the Service Provider in advance.

21. Data Ownership

a. By virtue of the Agreement, the Service Provider's team may have access to personal and business information of CGMFPFED or a third party. CGMFPFED have the sole ownership of and the right to use, all such data in perpetuity including any data or other information pertaining to the subscriber that may be in the possession of the Service Provider or Service Provider's team in the course of performing the Service(s) under the Agreement.

b. The data shall be deemed to be owned by the CGMFPFED, shall never form part of assets of the service provide and shall be bankruptcy remote. The Service Provider will have to take requisite affirmative steps to ensure data security, protection and needs to

give timely notice of breach of data privacy to help mitigate damage, avoid embarrassing disclosure by a third party, allow time to address data privacy regulatory obligations and it should also timely notify receipt of legal process in connection with the data. The Service Provider will have to have suitable tools to ensure removal of data from stores drives in case it is requested by the CGMFPFED and should provide confirmation and/or copies of materials removed from its systems when requested. The Service Provider will have to provide backup of the data to the satisfaction of the CGMFPFED. Root cause analysis report will have to be furnished if insisted upon by CGMFPFED. The Service Provider will inform CGMFPFED of any circumstance that preclude or seriously jeopardize its capacity to effectively provide services extended to CGMFPFED.

22. Representations and Warranties

a. In order to induce CGMFPFED to enter into the Agreement, the Service Provider hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

   i. That the Service Provider has the requisite qualifications, skills, experience and expertise in providing Information and Communication Technology (ICT) and other Service(s) contemplated hereunder to third 6parties, the technical know-how and the financial where with all, the power and the CGMFPFED to enter into the Agreement and provide the Service(s)/Systems sought by CGMFPFED.

   ii. That the Service Provider is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Service(s) /Systems under this Agreement.

   iii. That the representations made by the Service Provider in its bid are and shall continue to remain true and fulfil all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Agreement and the Bid Documents and unless CGMFPFED in writing specifies to the contrary, the Service Provider shall be bound by all the terms of the bid.

   iv. That the Service Provider has the professional skills, personnel and resources/ authorizations that are necessary for providing all such services as are necessary to perform its obligations under the bid and the Agreement.

   v. That the Service Provider shall ensure that all assets including but not limited to software's, licenses, databases, documents, etc. developed, procured, deployed and created during the term of the Agreement are duly maintained and suitably updated, upgraded, replaced with regard to contemporary and statutory requirements.

   vi. That the Service Provider shall use assets of CGMFPFED may permit for the sole purpose of execution of its obligations under the terms of the Agreement. The Service Provider shall, however, have no claim to any right, title, lien or other interest in any such asset, and any possession of such assets for any

duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.

vii. That the Service Provider shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep CGMFPFED, its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto.

viii. That all the representations and warranties as have been made by the Service Provider with respect to its bid and PO/ Agreement, are true and correct, and shall continue to remain true and correct through the term of the Agreement.

ix. That the execution of the Service(s) herein is and shall be in accordance and in compliance with all applicable laws as amended from time to time and the regulatory framework governing the same.

x. That there are (a) no legal proceedings pending or threatened against the Service Provider or its team which adversely affect/ may affect performance under this Agreement; and (b) no inquiries or investigations have been threatened, commenced, or pending against the Service Provider or its team members by any statutory or regulatory or investigative agencies.

xi. That the Service Provider has the corporate power to execute, deliver and perform the terms and provisions of the Agreement and has taken all necessary corporate actions to authorize the execution, delivery and performance by it of the Agreement.

xii. That all conditions precedent under the Agreement have been complied.

xiii. That neither the execution and delivery by the Service Provider of the Agreement nor the Service Provider's compliance with or performance of the terms and provisions of the Agreement:

1. will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental CGMFPFED binding on the Service Provider.

2. will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, or instrument to which the Service Provider is a party or by which it or any of its property or assets is bound or to which it may be subject or.

3. will violate any provision of the Memorandum and Articles of Association of the Service Provider.

xiv. That the Service Provider certifies that all registrations, recordings, filings and notarizations of the Agreement and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Service Provider which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Agreement have been made.

xv. That the Service Provider confirms that there has not and shall not occur any execution, amendment or modification of any Agreement without the prior written consent of CGMFPFED, which may directly or indirectly have a bearing on the Agreement or Service(s).

xvi. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

23. Miscellaneous

a. Service Provider is expected to peruse all instructions, forms, terms and specifications in this Agreement and its Annexures.

b. Service Provider would undertake to provide appropriate human resources, over and above the minimum number of resources prescribed in this PO, as well as other resources (PC/ laptop etc.,) required, to execute the various tasks assigned as part of the project, from time to time.

c. CGMFPFED shall not be held liable for additional costs incurred during any discussion on contracts or for any work performed in connection therewith.

d. Service Provider shall promptly notify CGMFPFED of any event or conditions, which might delay the completion of project in accordance with the approved schedule and the steps being taken to remedy such a situation.

e. Service Provider shall indemnify, protect and save CGMFPFED against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting directly or indirectly from an act or omission of Service Provider , its employees, its agents, in the performance of the services provided by Agreement, infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided by Service Provider as part of the delivery to fulfil the scope of this project.

f. Depending on requirement, CGMFPFED may decide to move its project site to other locations during the Agreement period. Service Provider will continue to provide the respective services at the new location, if so decided, without any extra cost.

g. Any publicity by Service Provider in which the name of CGMFPFED is to be used should be done only with the explicit written permission of CGMFPFED.

h. Service Provider is obliged to give sufficient support to CGMFPFED's staff, work closely with CGMFPFED's staff, act within its own CGMFPFED, and abide by directives issued by CGMFPFED that are consistent with the terms of the order. Service Provider is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.

i. CGMFPFED reserves the exclusive right to make any amendments/ changes to or cancel any of the above actions or any other action related to this PO.

j. Personnel engaged by the Service Provider for performance of its obligations under the work, shall, for all purpose, including applicability of law and welfare enactments, be the employee/staff of the Service Provider and they shall have no

claim to be appointed in the services of CGMFPFED. Service Provider shall take suitable measures for them in this regard.

24. Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered by post / e-mail / hand delivery under acknowledgment to an authorized representative of the respective Parties. However, where such communication is by way of e-mail, the same shall be only from the official E-Mail ID(s) followed by written confirmation duly signed by authorized signatory.

25. GENERAL

i. Relationship between the Parties

a) Nothing in the Contract constitutes any fiduciary relationship between the CGMFPFED and Service Provider Team or any relationship of employer employee, principal and agent, or partnership, between the CGMFPFED and Service Provider.

b) No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.

c) CGMFPFED will not be under any obligation to the implementation of the work of the Service Provider's Team except as agreed under the terms of the Contract.

ii. **No Assignment:** The Service Provider shall not transfer any interest, right, benefit or obligation under the contract without the prior written consent of CGMFPFED.

iii. **Survival:** The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless CGMFPFED notifies the Service Provider of its release from those obligations.

iv. **Entire Contract:** The terms and conditions laid down in the RFP and all annexures there to, Response to Pre-bid queries as also the Proposal/Tender submissions (Technical &Financial) and any attachments/annexes there to shall be read in consonance with and form an integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

v. **Governing Law:** This contract shall be governed in accordance with the laws of India and the State of Chhattisgarh.

vi. **Jurisdiction of Courts:** The High Court of Chhattisgarh at Bilaspur, Chhattisgarh has exclusive jurisdiction to determine any proceeding in relation to the Contract.

vii. **Compliance with Laws:** The Service Provider, during the course of performing the contract, shall comply with the laws in force in India and the State of

Chhattisgarh during the duration of the contract.

viii. **Notices:** A "notice" means:

a) a notice; or

b) Consent, approval or other communication required to be in writing under the Contract. All notices, requests or consent provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

To, **The Managing Director,** **Chhattisgarh State Minor Forest Produce (Trading & Development)** **Co-operative Federation Limited,** "Van Dhan Bhawan", Sector-24, Nava Raipur Atal Nagar (C.G.) Phone: 0771-2513100 to 2513110 E-mail: mfpfed.cg@nic.in
To Service Provider at:

c) Any Party may change the address to which notices are to be directed, by giving a notice to the other party in the manner specified above. A notice served on a Representative is taken to be notice to that Representative's Party.

ix. **Waiver**

a) Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.

b) A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.

c) The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

x. **Modification:** Any modification of the Contract shall be in writing and signed by an authorized representative of each Party.

xi. **Application:** These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

26. **ENTIRE AGREEMENT:**

This Agreement constitutes the entire and only agreement between the parties hereto and changed or modified in any manner, except by instrument signed by duly authorized officer or representative of each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement in English and duplicate, one each shall remain in the possession of each party and each of which shall be deemed to be authentic, to be executed by their respective duly authorized officer or representative as of the day first above written:

PLACE:
DATE:

For and on behalf of,   For and on Behalf of,
Chhattisgarh State Minor Forest Service Provider
Produce Cooperative Federation
Limited

Sign.:   Sign.:
Name: Name:
Designation: Designation: