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Memorandum of Understanding

This Memorandum of Understanding is executed on this 7th day of ~~FEBRUARY~~ 2008 (Two Thousand ~~Seven~~ EIGHT).

between

The President of India acting through the Secretary (IT), Government of National Capital Territory of Delhi

having its office at Delhi Sachivalaya, IP Estate, New Delhi (hereinafter called "GNCTD" which expression shall unless excluded by or repugnant to the context, be deemed to include his successors in office assigns) of the one part

AND

Directorate General of Supplies & Disposals

Ministry of Commerce & Industry, Department of Commerce (Supply Division) Govt. of India having its office at 5, Parliament Street, New Delhi through its authorised officer (hereinafter called "DGS&D" which expression shall unless excluded by or repugnant to the context, be deemed to include their successors, executives, administrators, representatives and assigns) of the other part.

Whereas The Government of National Capital Territory of Delhi (GNCTD) [hereinafter called as First Party] is contemplating an e-procurement solution to procure goods, works and services electronically in order to reduce procurement costs, increase transparency and efficiency in the procurement process.

And whereas Directorate General of Supplies and Disposals (DGS&D) (hereinafter addressed as Second Party) is a premier institution having expertise of materials procurements as a central purchase organization of the Govt. of India and a nodal agency for purchase policy and procedures. DGS&D provides a spectrum of services in the field of procurement of materials, contract management, quality assurance, consultancy, training etc including e-procurement platform.

And whereas the Govt of NCT of Delhi intends to avail e-procurement platform to provide facility for tendering process i.e. Supplier Registration Module, Indent Management, creation and publication of Tender Notice, Notice inviting tender (NIT), Bid submission, Bid evaluation and Award of Contract, Catalogue Management through Rate Contract (RC), Contract Management, e-Auction, e-Payment as a single sign-on platform and Directorate General of Supplies And Disposals has agreed to provide the aforesaid facilities to the Government of National Capital Territory of Delhi on terms and conditions hereinafter appearing. Further, e-Auction, Contract Management and e-

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payment modules will be implemented by DGS&D within a year of signing of MOU.

Now, therefore, both the above mentioned parties hereby mutually agree as follows:

- (a) GNCTD shall use DGS&D e-procurement platform for their procurement activities, publication of Tender Notices, NIT, Bid submission, Bid evaluation and Award of Contract for goods/ materials/ equipment/ works/ services, etc required by them
- (b) The Bidders of GNCTD shall be required to register with GNCTD e-Procurement platform with DGS&D for participation in the e-Tendering for which they would be required to pay a Subscription/ Transaction Fee as being charged by DGS&D for their own e-Tenders. The bidders shall obtain Digital Signature as per Information Technology Act, 2000 therein from any agency authorized by Controller of Certifying Authority (website: <http://www.cca.gov.in>)
- (c) Participating departments of GNCTD shall create NIT and publish Tenders on the e-Procurement platform. GNCTD shall decide the monetary limit above which e-procurement platform will be used, within a month of signing of this MOU.
- (d) Bids will be submitted by vendors in pre-defined form. e-procurement will allow bidders to upload scanned copies of the documents and certificates required to be submitted with the bid. In case of voluminous Specification/Drawing and /or not in compliance to prevailing Information Technology Industry norms, then the price and source of availability of such documents shall be indicated for incorporation in the NIT.
- (e) e-tendering platform would generate only comparative and ranking statements as reference documents for decision making. The documents would be decided and finalized during customization of modules based on the inputs provided by the GNCTD.
- (f) e-tendering platform would permit award of contract and issue of contract through e-modules. The hardware, personnel, etc., required in departments will be provided by respective departments of GNCTD as advised by DGS&D.
- (g) Detailed Project Plan and the timelines shall be prepared by DGS&D in consultation with GNCTD after signing of the MoU.
- (h) The delivery of Services covered by the MoU shall be governed by the Service Level Agreement (SLA) as per **Annexure - A**.
- (i) e-tendering platform would take around 60 days time for implementation from the date of signing of the MoU. Initially the following six

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departments of GNCTD would mandatorily shift to e-procurement platform:-

- (a) Health & Family Welfare
- (b) DSIIDC
- (c) Delhi Jal Board
- (d) Delhi Transport Corporation
- (e) Irrigation & Flood Control
- (f) Public Works Department

For all other departments, within a month of signing of MOU, the GNCTD would prescribe a time table for shifting to e-procurement platform.

2. OBLIGATIONS OF GNCTD

- (a) They will deploy the required hardware as advised by DGS&D.
- (b) They shall provide free of cost office accommodation, infrastructure facilities like Telephones, Computers, Office Furniture and ministerial staff for the Project Team deputed to e-procurement Cell of GNCTD by DGS&D.
- (c) They will appoint a dedicated Project Manager in Delhi who will interact with DGS&D. Further, each department will assign a Project Leader to co-ordinate with the e-Procurement Project Team on behalf of that department.
- (d) They shall process inputs provided by DGS&D and obtain administrative approval of their competent authority as per their rules, instructions and administrative delegations.
- (e) They will be solely responsible for dealing with all administrative and financial matters, including audit and other related matters that occur as a fallout of each tender
- (f) They shall make payments to the suppliers / contractors for the stores supplied. All disputes pertaining to matters other than those relating to the e-procurement business model and the information system related there to will also be handled by them.
- (g) GNCTD will provide the Project team all support that covers requisite infrastructure, projector, screen, office space and terminals, etc. for providing training & support to GNCTD officers & suppliers.
- (j) GNCTD will provide necessary support and approval for Business Process Re-engineering that will be advised by DGS&D during implementation e-Procurement.

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3. OBLIGATIONS OF DGS&D

- 3.1 DGS&D shall position and/or depute purchase, Quality Assurance and other Officials/Experts/Consultants to e-procurement Cell of GNCTD to be created at Delhi for the purpose of operationalising e-procurement module.
- 3.2 DGS&D and their offices shall provide necessary inputs in e-procurement activity. DGS&D shall also provide such additional information and clarifications as may be required by GNCTD in this respect.
- 3.3 Training by DGS&D shall be provided free of cost to all identified officials in each department. The training to be provided by DGS&D will be the class room training and hands on experience on the dummy site of the system along with learning material shall also be provided by DGS&D. DGS&D will also provide training to all registered suppliers and contractors.
- 3.4 DGS&D will train a few designated officers from each department/division as trainers who in turn will train other officers of their department/division. In case trainers move out from the department, DGSD will train new officers as trainers. Further DGS&D will impart training to any other officer as requested by GNCTD.
- 3.5 Complete infrastructure like web server, data base server required to host the e-procurement server site on 24/7 basis will be arranged by DGS&D in Delhi. The database access will be monitored by a designated officer of GNCTD who will also act as domain administrator. However, for the purposes of day to day database administration, GNCTD would create privileges for DGS&D. DGS&D shall be responsible for implementing measures to ensure the overall security of e-Procurement solution and confidentiality of e-Procurement data. DGS&D shall monitor productions systems for events or activities, which might compromise (fraudulently or accidentally) the confidentiality, integrity or availability of e-Procurement services.
- 3.6 After disaster Recovery Centre of DGS&D is ready, DGS&D will have a Disaster Recovery Center which will help restore services within 12 hours from the time the main data center goes down due to any major disruption of service arising out of natural or man-made disaster. In the meantime, DGS&D will ensure services within 12 hours from breakdown of server and will keep a daily back up outside DGS&D present server.
- 3.7 DGS&D will make efforts for Govt. Process Re-engineering and shall suggest GPR during implementation of various modules of e-Procurement.
- 3.8 DGS&D shall be solely responsible for dealing with legal matters in relation to e-procurement ~~solution~~ ^{platform} ~~at Govt~~ ^{level}
- 3.9 A separate sub-domain to the main domain name www.govtprocurement.com shall be created for GNCTD's e-Tendering home

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page. DGS&D shall also provide a hyperlink of the same on DGS&D home page and GNCTD homepage.

4. For rendering above services, DGS&D shall charge a fee from GNCTD as indicated below for the services rendered:-

(a) Consultation Fees

GNCTD shall pay a one-time lump-sum development fee of Rs.25,000/- per department of the GNCTD. The payment will be made by GNCTD within 15 days of submission of bills.

(b) DGS&D would be charging a customization and platform usage fee of 0.01% of the value of the contract (including all levies, taxes and duties etc.) subject to a minimum of Rs.250/- and a maximum of Rs.5000/- per tender from GNCTD;

The payment shall be made to DGS&D in the first week of January, April, July and October at the end of every quarter on submission of bills.

(c) DGS&D will also charge an annual enrollment fee of Rs. 6,000/-, from each vendor willing to participate in e-Tender of GNCTD, as is being charged in case of DGS&D e-Tenders. The procedure for charging annual enrollment fee of Rs.6,000/- shall be decided by DGS&D in consultation with GNCTD. This Registration Fee shall include access to suppliers' profile, downloading tender documents, alerts of tenders and vendor training. However, in case any supplier/contractor who is already registered with e-procurement platform for DGS&D empanelment, then that vendor will be treated as deemed registered without additional payment of Rs 6000/ provided the vendor's user id and Digital certificates are the same and its registration is valid.

(d). Services Tax on the services rendered shall be charged extra as per actuals by DGS&D which is presently @12.24%.

5.1 This MOU shall be valid for a period of two years from the date of signing the MOU. The validity of MOU may be further extended for three years on the same terms and conditions from the date of signing of MOU upon satisfactory performance of the system.

5.2 This MOU may be terminated by either party on a six months written notice in case the other party to the MoU is in breach of its obligations. But during the notice period, the liabilities as per the Exit Clause (Clause no 5.3) of the parties to this MOU shall continue.

5.3 Exit Clause

1. Exit Management Schedule

(i) This Schedule sets out the provisions, which will apply on expiry or termination of the MoU. DGS&D will ensure that both parties

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carry out their respective obligations set out in this Exit Management Schedule.

- (ii) The Exit Management period will be of 180 days.
- (iii) The department will own the Database (not in proprietary form, but digitally signed)

(a) Cooperation and Provision of Information

During the exit management period:

- (i) Promptly, on reasonable request by Department(s), DGS&D shall provide access to and copies of all information held or controlled by them, which they have prepared or maintained in accordance with the contract relating to any material aspect of the services. Department(s) will be entitled to copy all such information.
- (ii) **Confidential Information, Security and Data**
DGS&D will promptly on the commencement of the exit management period supply to Department(s):
 - (a) Information relating to the current services rendered performance data relating to the performance of DGS&D in relation to the services; and
 - (b) Department data and confidential information; and
 - (c) All current and updated Department data as is reasonably required for purposes of Department transitioning the services in a readily available format nominated by Department; and
 - (d) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable Department or its replacement vendor to carry out due diligence in order to transition the provision of the services to Department(s).
 - (e) Source code developed by DGS&D for Delhi Government shall be property of DGS&D.
- (iii) **General Obligations of DGS&D**
 - (a) DGS&D will provide all such information as may reasonably be necessary to affect as seamless a handover as practicable in the circumstances, to Department(s) which DGS&D has in its possession or control at any time during the exit management period.
 - (b) DGS&D will commit adequate resources to comply with its obligations under this Exit Management Schedule.

5.4 Any modification to this MOU can be carried out as are mutually agreed to by both the parties.

5.5 Any dispute arising out of this agreement would be settled by mutual consultation between DG (S&D) and GNCTD.

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6. In witness whereof the parties to this MoU have signed at Delhi on 7th day of FEBRUARY 2008.

K. Jha
(KC Jha)
Director, Quality Assurance (NZ)
For DGS&D

(क. सी. जहा)
(K. C. JHA)

निदेशक (म. अ. इ.)

डिरेक्टर (क. सी. जहा)

प्लॉट नं०/Code No. 1035

कृते निदेशक (म. अ. इ.)

For Director (K. C. Jha)

कुशलता आश्वासन निदेशालय

Quality Assurance

New Delhi.

Witness:

1. Joseph Varghese
Asst Dir
2. NEERU BALA (Etoro)

(Rajendra)

Secretary (IT)

GNCTD, DEENDEA SUMARI

For and on behalf of President of India

Deptt. of Information Technology

Govt. of N.C.T. of Delhi

New Delhi

Witness:-

1. Deepak Virmani, DS(IT)
2. Yogesh Khanduja SA(CT)

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Service Level Agreement

1. System uptime

1.1 DGS&D commits to provide an annual 98% uptime to the Government of Delhi on 24x7 basis except during the period between 10:00 PM and 6:00 AM and during scheduled downtimes. For every 0.5% shortfall in uptime below 98% during a month, penalty of 1% not exceeding 10% will be imposed on DGS&D and the necessary amount will be recovered from their bill for the relevant quarter.

1.2 Any access problems on account of poor Internet connection at users end is outside the scope of this SLA.

2. DGS&D commits to provide an average Home Page loading time of 8 seconds on a dedicated broadband connection of at least 256 Kbps

3. Service Level Warranty

DGS&D warrants that departments will be able to access the e-Procurement application on 24x7 basis, excluding non-availability of the e-Procurement application resulting from:

- (a) Interruption due to scheduled maintenance, up gradation, alteration, or implementation with prior intimation to Govt of Delhi.
- (b) Negligence or other conduct of departments or its officers or bidders.
- (c) A shutdown due to force majeure conditions.
- (d) Failure or malfunction of any equipment at user end and connectivity between user end to DGS&D's data centre.

4. Audit Trail

An audit trail and data of all events, transactions, occurring on the e-procurement system shall be maintained by DGS&D for a period of 12 months, subsequently the data shall be archived. The archived data shall be made available to such officers of Government of Delhi and the Departments as may be designated from time to time digitally signed and authenticated by DGS&D. 2 CDs of archived tender processes of departments of GNCTD will be given to the concerned department / Project team every quarter by DGS&D.

5. Post implementation support

DGS&D will provide post implementation support to all the departments and suppliers during the tenure of this agreement. During this period, post-implementation support would include providing the following services:

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Functionality of e-Procurement System at GNCTD

The e-Procurement platform offered by DGS&D to GNCTD will have the following functionalities: -

S No.	e-Procurement Modules/ Functions	Functionality/Features
1	Pre-Tendering Processes	
1.1	Indents or Requisitions	<ul style="list-style-type: none"> Indent Preparation Indent Approval and tracking Standardization of Goods (as available with DGS&D) Demand Aggregation
2	Tender Creation & Administration Processes	
2.1	Tender Creation	<ul style="list-style-type: none"> 2.1.1 Initiating a New Tender 2.1.2 Defining base attributes 2.1.3 Preparing Tender Calendar 2.1.4 Adding Tender Items or Schedules <ul style="list-style-type: none"> (i) Item Types or Schedules of Quantities (ii) Tender Schedules (iii) Price Basis - Rate, Percentage Rate & Lump sum (iv) Adding & Preparing Item Specifications 2.1.5 Attaching & Creating Bidding Forms 2.1.6 Preparing & Defining Evaluation Criteria <ul style="list-style-type: none"> (i) Defining Qualifying Parameters (ii) Evaluation Forms (iii) Including Explanatory Texts 2.1.7 Defining Fees, Charges & Deposits <ul style="list-style-type: none"> (i) Processing Fees (ii) Bid Security or Earnest Money Deposits (EMD) 2.1.8 Preparing Tender Document in Word & PDF Format 2.1.9 Validation & Rework 2.1.10 Specification for allowing multibid evaluation stages- Pre Qualification - Bid, Technical Bid and financial bid 2.1.11 Facilitate uploading of documents such as drawings, CAD, scanned format and technical specification, etc.

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- 2.2 Tender Authorization
 - 2.2.1 Preparing Noting Texts
 - 2.2.2 Approving & Signing the Document
 - 2.2.3 Releasing the Tender

- 2.3 Tender Amendments
 - 2.3.1 Corrigendum's & Addendum's
 - 2.3.2 E-Mail Alerts

3 Searching & Finding Tenders

- 3.1 For Buyers
- 3.2 For Public & Suppliers

4 Participating in Tenders

- 4.1 Payment for Tender Document Purchase
 - 4.1.1 Downloading Tender Documents

- 4.2 Supplier Interactions through e-Proc Portal
 - 4.2.1 Pre-Bid Conference
 - (i) Initiating the Conference
 - (ii) Joining the Conference
 - (iii) Posting & Reading Messages
 - (iv) Saving Messages
 - (v) Closing Conference

- 4.2.2 Vendor Query Processing
 - (i) Posting & Reading Queries
- 4.2.3 Clarifications
- 4.2.4 Receiving Alerts

- 4.3 Bid Preparation
 - 4.3.1 Filling up Bid Forms
 - 4.3.2 Specifying Deviations
 - 4.3.3 Adding Attachments
 - 4.3.4 Validating Bid Data

- 4.4 Signing & Finalizing Bids
 - 4.4.1 Hash Creation & Hash Submission
 - 4.4.2 Bid Signing
 - 4.4.3 Bid Submission Unique Number & Message

5 Bid Opening and Evaluation

- 5.1 EMD Scrutiny
- 5.2 Online Opening & Decrypting of multi-stage Bids
- 5.3 Auto Bid Evaluation and Comparison Statement
- 5.4 Short-listing

6 Award of Order

- 6.1.1 Support Digital Signing of Order

7 Associated Processes

- 7.1 Supplier Registration & Empanelment
 - 7.1.1 Basic Registration
 - 7.1.2 Online Request for Empanelment
 - 7.1.3 Empanelment Renewal/ Withdrawal/

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- Upgradation Request
- 7.1.4 Vendor Information Update along with item wise category wise segregation of vendors
- 7.1.5 Empanelment Cancellation
- 7.1.6 Update of Digital Certificate
- 7.1.7 Assisted Registration
- 7.1.8 Cancellation and Blacklisting

8 **Audit Trails & Archiving including server time stamping**

9 **Public View of Tenders**

- 9.1 View of Tender Notices
- 9.2 View of In-Process Tenders
- 9.3 View of Awards/ Completed Tenders
- 9.4 View of Opened Bids
- 9.5 Free Download of Tender Documents

10 **Core Engine Components of e-Procurement System**

- 10.1 Bidding Rounds, Envelopes (Covers) & Bid Opening Sequences
- 10.2 Customizable Dynamic Forms
- 10.3 Time Controller
- 10.4 Workflow Manager
- 10.5 Collection Formulae
 - (i) Defining fees
 - (ii) Payment Modes & Payment Gateway
- 10.6 General Configuration Options
 - (i) Identity & Appearances
 - (ii) Security Options
 - (iii) Alert Options
 - (iv) Use of Digital Certificates

11 **e-Auctions**

- 11.1 Forward or Reverse Auctions
 - 11.1.1 Auction Business Rules
 - 11.1.2 Selection of Auction Type
 - 11.1.3 Support importing of auction data in excel spread sheet

12 **Purchase Orders on Rate Contracts**

- 12.1 Rate Contracts (RC) Database
 - Rate Contract Database as maintained by DGS&D along with additional requirement of GNCTD.
- 12.2 Purchase Orders & Works Orders
 - Issue of Purchase Order / Work Order
- 12.3 Order & Contract Fulfillment
 - 12.1.1 Material Delivery and Acceptance
 - 12.1.2 Supplier Invoices

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12.1.3 Supplier Invoice Processing & Payment

13 **Security and Access Privileges**

- 13.1 PKI, Digital Certificates & e-Tokens
- 13.2 Authentication
- 13.3 Secure Bids
- 13.4 128 bit Encryption Key Management
- 13.5 User Roles
- 13.6 Privileges
 - (i) Resource Based Privileges
 - (ii) Task Based Privileges
 - (iii) eProcSentry Service
- 13.7 System Security

14 Management Information Systems

Facilitate integration of all modules with MIS Reports on various parameters