



Corrigendum No. 1
REQUEST FOR PROPOSAL (RFP)
for
Selection of System Integrator for
Design, Development, Implementation
and Maintenance of CG SRDH
Solution



CHhattisgarh Infotech Promotion Society

(CHIPS)

State Data Centre Building, Near Police Control Room,

Civil Lines, Raipur, Chhattisgarh-492001

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Corrigendum Number: 01/SRDH/2016/Corrig1

15th November' 2016

Tender Reference Number: 25/CEO/CHiPS/SRDH/2016dated 14/10/2016

**Project Name: Selection of System Integrator for Design, Development,
Implementation and Maintenance of CG SRDH Solution.**

Important Dates:

Last Date for Submission of bids – 02/ 12/ 2016, 3:00 PM

Opening of Pre-Qualification& Technical bids – 02/ 12/ 2016, 4:00 PM

**Presentation on Proof of Concept (POC) and Technical Bid by Shortlisted Bidders - 12/
12/ 2016, 01:30 pm**

Opening of Commercial Bid - 14/ 12/ 2016, 3:30 PM

Important Notes:

- Bidders are requested to submit a signed copy of this corrigendum with Bid Submission.
- CHiPS reserves the rights to amend the dates mentioned above.

Refer Annexure 'A' for revised clauses of RFP.

Refer Annexure 'B' for additional new clauses of RFP.

Annexure 'A': Revised Clauses for Tender No. 25/CEO/CHiPS/SRDH/2016

S. No.	RFP Clause No.	Page No	Original Clause	Revised/ New Clause
1	3.3 ABOUT THIS RFP	15	2. CHiPS reserves the right to extend the Term for further period of up to Two (2) Years on the same terms and conditions, if required.	2. CHiPS reserves the right to extend the Term for further period of up to Two (2) Years on the mutually agreed terms and conditions, if required.
2	4.4 SRDH Logical Architecture	21	The State Government has envisaged building upon the concept to design and develop a robust service delivery platform which shall be integrated with multiple service delivery channels like Physical Service Delivery Centers, Web Portal, Mobile Platforms, Kiosks etc. in the Front-end and various department applications in the back-end to enable seamless service delivery to the citizens.	The State Government has envisaged building upon the concept to design and develop a robust service delivery platform using Service Oriented Architecture approach which shall be integrated with multiple service delivery channels like Physical Service Delivery Centers, Web Portal, Mobile Platforms, Kiosks etc. in the Front-end and various department applications in the back-end to enable seamless service delivery to the citizens.
3	5.3 Technical Evaluation Criteria	33	A certificate by Chartered Accountant along with 'Profit & Loss statements submitted with Income Tax returns' indicating sector specific turnover is required.	A certificate by Chartered Accountant along with 'Profit & Loss statements submitted with Income Tax returns' or 'Audited Financial Statements' indicating sector specific turnover is required.

4	5.3 Technical Evaluation Criteria	39	VI. Business Intelligence Developer i. Qualification: B.E./ B.Tech. & MBA	VI. Business Intelligence Developer i. Qualification: B.E./ B.Tech/ MCA
5	5.3.2 Technical Evaluation – Proposed Software Solution	44	Maximum marks allotted are 4000 and marks will be calculated on percentile basis.	Maximum marks allotted are 3980 and marks will be calculated on percentile basis.
6	5.3.2 Technical Evaluation – Proposed Software Solution	44	Minimum cut-off is 3000 out of total 4000 marks. Any bidder securing less than 3000 marks will be disqualified from the bidding process. The same will be used to calculate the marks in 'Proposed Software Solution' in Technical Evaluation on Pro Rata basis.	Minimum cut-off is 3000 out of total 3980 marks. Any bidder securing less than 3000 marks will be disqualified from the bidding process. The same will be used to calculate the marks in 'Proposed Software Solution' in Technical Evaluation on Pro Rata basis.
7	6.1.11 Exit Management	70	Transfer of Assets: The SI ensure transfer of Assets to CHiPS before three month from the date of expiry of contract / termination of contract.	Transfer of Assets: All risk, ownership and title to the Assets to be transferred / to be purchased by the CHiPS pursuant to this Article shall be transferred to CHiPS, on the delivery/ installation/ commissioning whichever is earlier."
8	7.4.3 Earnest Money Deposit (EMD)	79	e. The EMD may be forfeited: i. If a bidder withdraws its bid during the period of bid validity. ii. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.	e. The EMD may be forfeited: i. If a bidder withdraws its bid during the period of bid validity. ii. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP and the

				proposal is accepted by the department.
9	7.16 Confidentiality	89	d. The obligations of confidentiality under this section shall survive rejection of the contract.	d. The obligations of confidentiality (only till the contract period) under this section shall survive rejection of the contract.
10	7.20.1 Termination Clause	90	The selected bidder commits a breach of any of the terms and conditions of the bid.	The selected bidder commits a material breach of any of the terms and conditions of the bid.
11	7.20.1 Termination Clause	90	If the selected bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. CHiPS reserve its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.	If the selected bidder fails to complete the assignment as per the time lines prescribed in the RFP and after the extension of 30 days to rectify the defect, it will be a breach of contract. CHiPS reserve its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
12	7.20.1 Termination Clause	91	f. After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, CHiPS reserves the right to get the balance contract executed by another party of its choice by giving one month(s) notice for the same. In this event, the selected bidder is bound to make the additional expenditure, which CHiPS may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.	f. After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, CHiPS reserves the right to get the balance contract executed by another party of its choice by giving one month(s) notice for the same. In this event, the selected bidder is bound to make the additional expenditure, which CHiPS may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.

			However, such obligation on bidder shall be limited to a maximum of 15% of the differential cost of procuring that service.	However, such obligation on bidder shall be limited to a maximum of 15% of the differential cost of procuring that service. Payment shall be made to the bidder for the products & services delivered till the date of termination, in case of convenience and may be in case of default.
13	7.20.1 Termination Clause	91	a. In the event of termination of the Contract due to any cause whatsoever, whether consequent to the stipulated term of the Contract or otherwise, CHiPS shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.	a. In the event of termination of the Contract due to any cause whatsoever, whether consequent to the stipulated term of the Contract or otherwise, CHiPS shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract in consultation with the Bidder in case of convenience and may be in case of default.
14	7.20.2 Liquidated Damages	92	i. Notwithstanding CHiPS's right to cancel the order, liquidated damages for late delivery at 1% (One	i. Notwithstanding CHiPS's right to cancel the order, liquidated damages for late delivery at 1% (One

			percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order value.	percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum 10% of the value of the order value. LD would be applicable only when bidder does not perform any activity after the date of signing the agreement.
15	7.24 Statutory Requirements	98	During the tenure of this contract, nothing shall be done by the Selected Bidder in contravention of any law, act and/ or rules/ regulations, there-under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep CHiPS indemnified in this regard	During the tenure of this contract, nothing shall be done by the Selected Bidder in contravention of any applicable law, act and/ or rules/ regulations, there-under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep CHiPS indemnified in this regard
16	7.29 Indemnity	101	The Selected Bidder shall execute and furnish to CHiPS, a Deed of Indemnity in favor of CHiPS, in a form and manner acceptable to CHiPS, indemnifying CHiPS from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind how-so-ever suffered including patent, copyright, trademark and trade secret, arising or incurred inter-alia during and after the Contract period out of: a. Negligence or wrongful act or omission by the Selected Bidder or it's team or any Agency/ Third	The Selected Bidder shall execute and furnish to CHiPS, a Deed of Indemnity in favor of CHiPS, in a form and manner acceptable to CHiPS, indemnifying CHiPS from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind how-so-ever suffered including patent, copyright, trademark and trade secret, arising or incurred inter-alia during and after the Contract period out of: a. Gross Negligence or wilful wrongful act or omission by the Selected Bidder or it's team or any Agency/

			<p>Party in connection with or incidental to this Contract; or b. Any breach of any of the terms the Selected Bidder's Proposal as agreed, the Tender and this Contract by the Selected Bidder, its Team or any Agency/ Third Party. c. The indemnity shall be to the extent of 100% of project cost in favour of the CHiPS</p>	<p>Third Party in connection with or incidental to this Contract; or b. Any breach of any of the terms the Selected Bidder's Proposal as agreed, the Tender and this Contract by the Selected Bidder, its Team or any Agency/ Third Party. c. The indemnity shall be to the extent of 100% of project cost in favour of the CHiPS</p>
17	7.30 Prices	101	<p>Prices quoted must be firm and shall not be subject to any upward revision on any account what-so-ever throughout the period of 5 Years. CHiPS however reserve the right to review and negotiate the charges payable.</p>	<p>Prices quoted must be firm and shall not be subject to any upward revision on any account (Except In case of any changes by Government in statutory levies, duties and taxes then actual levies, duties and taxes on the date of billing would prevail.) what-so-ever throughout the period of 3 Years. CHiPS however reserve the right to review and negotiate the charges payable.</p>
18	8.1 Project Implementation Timelines	115	<p>M4: On-boarding of Pilot Departments ü Department On-boarding (for 5 pilot Departments) - Integration of SRDH Services, Creation of SRDH Data Repository, Enabling KYC+ Services, BI & Dashboards, etc. ü Capacity Building and Training of Stakeholders (in CHiPS and Pilot Departments)</p>	<p>M4: On-boarding of Pilot Departments ü Department On-boarding (for 3 pilot Department schemes along with UIDAI, NPR & SECC database) - Integration of SRDH Services, Creation of SRDH Data Repository, Enabling KYC+ Services, BI & Dashboards, etc. ü Capacity Building and Training of Stakeholders (in</p>

				CHiPS and Pilot Departments)
19	8.2.2 Payment Schedule	119	Quarterly Cost = Quarterly Manpower Fees for SRDH Lab (on actual) + 3.25% of OPEX.	Quarterly Cost = Quarterly Manpower Fees for SRDH Lab (on actual) + 9.75% of OPEX.
20	Section 10, SLA-5 Resolution of issues	135	SI should setup a centralized helpdesk at MPSEDC and maintain throughout the contract period.	SI should setup a centralized helpdesk at CHIPS and maintain throughout the contract period.
21	Annexure-3: Format for Power of Attorney	147	The mode of execution of The Power of Attorney should be in accordance with The procedure, if any, laid down by The applicable law and The charter documents of The executant(s) and when it is so required The same should be under common seal affixed in accordance with The required procedure.	The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
22	Annexure-11: Techno Functional Fact Sheet of SRDH Solution	177	25. The solution should have capability to handle Horizontal and Vertical Capability : Explain	25. The solution should have capability to handle Horizontal and Vertical Scalability : Explain
23	Annexure-11: Techno Functional Fact Sheet of SRDH Solution	227	262. The Tool should supports client requests via standard SOAP interfaces.	262. The Tool should supports client requests via standard SOAP interfaces and RESTful web services.

24	Annexure-11: Techno Functional Fact Sheet of SRDH Solution	233	296. System shall support batch mode data quality implementation	296. System shall support both batch & real-time mode data quality implementation.
25	Annexure-11: Techno Functional Fact Sheet of SRDH Solution	239	The system should enforce the strong password policy as decided by MPSEDC	The system should enforce the strong password policy as decided by CHIPS.
26	Annexure-11: Techno Functional Fact Sheet of SRDH Solution	241	The system should allow this module to be used by a selected set of IT personnel at MPSEDC.	The system should allow this module to be used by a selected set of IT personnel at CHIPS.
27	Annexure-11: Techno Functional Fact Sheet of SRDH Solution	243	346. At least the following information should be displayed for that domain identifier: i. The information of the resident from CIDR ii. The original information of the resident from department iii. The standardized information of the resident at MPSEDC iv. Photograph from CIDR (if any) v. Photograph from department (if any)	346. At least the following information should be displayed for that domain identifier: i. The information of the resident from CIDR ii. The original information of the resident from department iii. The standardized information of the resident at CHIPS iv. Photograph from CIDR (if any) v. Photograph from department (if any)

28	Annexure-11: Techno Functional Fact Sheet of SRDH Solution	255	394. The system should also ensure to log any data updating, creation, access, etc. which takes place on the data repository. The module shall be used by the MPSEDC or Government Departments to track the changes in the data and the requestor/approval details.	394. The system should also ensure to log any data updating, creation, access, etc. which takes place on the data repository. The module shall be used by the CHIPS or Government Departments to track the changes in the data and the requestor/approval details.
29	Annexure-11: Techno Functional Fact Sheet of SRDH Solution	255	396. The system shall use this module for decrypting the packet received from UIDAI through MPSEDC's private key.	396. The system shall use this module for decrypting the packet received from UIDAI through CHIPS private key.
30	Annexure-13: Technical Fact Sheet of SLA & HELPDESK Management Software	268	Solution shall be open, distributed, scalable, and multi-platform and open to third party integration.	Solution shall be open standard, distributed, scalable, and multi-platform and open to third party integration.
31	Annexure-13: Technical Fact Sheet of SLA & HELPDESK Management Software	271	19. The solution should allow for continuous discovery to be run on a continuous basis which tracks dynamic changes near real-time; in order to keep the topology always up to date. This discovery should run at a low overhead, incrementally discovering devices and interfaces.	19. The solution should allow for scheduled discovery that provides the ability to schedule a full discovery to start at a certain time. For example, one can schedule a full discovery to run at the same time every night, or at the same time on the same day every week, or at the same time every day of the month.

32	Annexure-13: Technical Fact Sheet of SLA & HELPDESK Management Software	272	24. The NMS application should provide a Unified Fault, Availability and Performance function from a single station only to reduce network and device loads with unified fault & performance polling.	24. The NMS application should provide Fault, Availability and Performance function and should provide unified fault management for monitored servers and network devices.
33	Annexure-13: Technical Fact Sheet of SLA & HELPDESK Management Software	275	43. Home page summary, Calendar, Heat chart, Headline, Dashboard, Managed inventory report, Top ten, most changed, Data explorer	43. Tool should be able to support/ provide/Bandwidth top N Report, Bandwidth Utilization Report, CPU & Memory Usage Report, BGP details Report, MPLS VPN Details Report, VLAN Details Report, Discovered Nodes and Interfaces Flat file list report.
34	Annexure-13: Technical Fact Sheet of SLA & HELPDESK Management Software	275	44. Should honor network fault management tools' secure grouping and multi-tenancy settings - Secure reports by group, Secure reports by tenant	44. Fault monitoring module should provide multiple visualization mechanism to view events such as folder view, tabular view. The visualization mechanism should also support ability to group events along with event summary.
35	Annexure-13: Technical Fact Sheet of SLA & HELPDESK	276	46. Single station scalability up to 2,50,000 performance polled interfaces	46. Single station scalability up to 1000 performance polled interfaces, however only 20 NMS licences need to be quoted by bidder.

	Management Software			
36	Annexure-13: Technical Fact Sheet of SLA & HELPDESK Management Software	276	47. Store as-polled data for up to 26 months	47. Store as-polled data for up to 3 months
37	Annexure-13: Technical Fact Sheet of SLA & HELPDESK Management Software	279	In real time, store a complete audit trail of configuration changes, (hardware, and software,) made to network devices, including critical change information.	In real time, store a complete audit trail of configuration software changes made to network devices, including critical change information.
38	Annexure-13: Technical Fact Sheet of SLA & HELPDESK Management Software	279	51. Protect end user for configuration errors (for errors like syntax, boundary and command order errors) and now parent and child relation within a device configuration.	This clause has been deleted.
39	Annexure-13:	280	60. Implement high-availability and disaster-recovery	60. Implement high-availability and disaster-recovery

	Technical Fact Sheet of SLA & HELPDESK Management Software		solutions with Multimaster and Satellite deployments. Administrators can effectively manage geographically dispersed networks without a single point of failure.	solution. Administrators can effectively manage geographically dispersed networks (remote polling) without a single point of failure.
40	Annexure-13: Technical Fact Sheet of SLA & HELPDESK Management Software	280	Enforce change processes in real time. Model complex approval processes with flexible rules. Force approvals for changes, including changes made by a direct command line interface (CLI) session.	It should support approval levels that can be set for individual user groups, and work can be reviewed, approved or rejected before execution. Should provide the ability to create detailed reports for work summaries, approvals, configuration archives and user privileges.
41	Annexure-13: Technical Fact Sheet of SLA & HELPDESK Management Software	281	64. The System should have automated service discovery, policy deployment and actions to enable busy IT personnel to focus on more strategic initiatives and manage business-critical application services from the end-user perspective, and to be immediately aware of the business impact of lower level component failures or performance degradations.	64. The System should have automated policy deployment and actions to enable IT personnel to focus on more strategic initiatives and manage business-critical applications and to be immediately aware of the impact of lower level component failures or performance degradations.
42	Annexure-13: Technical Fact Sheet of SLA &	284	79. Ability to automatically calculate the threshold values based on the available historical performance data for previous days. This eliminates the need to	79. It should support Adaptive baselining capability which allows the system to learn the normal range of values for a given metric based on its history.

	HELPDESK Management Software		set threshold values manually for each policy to suit a different environment.	
43	Annexure-13: Technical Fact Sheet of SLA & HELPDESK Management Software	285	86. Server reporting tool should be able to collect and collate specific information regarding the relationships between the IT elements and the business services.	86. Proposed Solution should be able to collect and collate specific information regarding the relationships between the IT elements and the business services.
44	Annexure-13: Technical Fact Sheet of SLA & HELPDESK Management Software	292	111. Should support KCS (Knowledge Centred Support) best practices. Should provide out-of-the-box change category to manage KCS workflow.	111. Knowledge base should provide the following capabilities to End Users/ Self Service Users. <ul style="list-style-type: none"> o Search Solutions / Attachment Contents o Provide ranking and comments o Keyword Search o Sort solutions by relevancy o Unified search for Service Desk and Service Catalog objects
45	Annexure-18: Financial Proposal Format	333	Detailed Financial Proposal: J. AMC cum Warranty for IT Hardware at DR site (mentioned at 'G')	Detailed Financial Proposal: J. AMC cum Warranty for IT Hardware at DR site (mentioned at 'H')
46	Annexure-18:	334	Detailed Financial Proposal:	Detailed Financial Proposal:

	Financial Proposal Format		K. AMC cum Warranty for Software & Licenses at DR site (mentioned at 'H')	K. AMC cum Warranty for Software & Licenses at DR site (mentioned at 'I')
47	SLA 1- Project Implementation	132	Project Implementation and Payment Schedule). The payment milestone shall be deemed to be complete only after completion of all the relevant activities in the milestone (and previous milestones). For each milestone, delay of each week (or part there-of) shall result in penalty of 0.5% of CAPEX.	Project Implementation and Payment Schedule). The payment milestone shall be deemed to be complete only after completion of all the relevant activities in the milestone (and previous milestones). For each milestone, delay of each week (or part there-of) shall result in penalty of 1% of CAPEX.

Annexure 'B': New Clauses for Tender No. 25/CEO/CHiPS/SRDH/2016

S. No.	Section No.	New RFP Clause No.	Additional Clause
1	7. Instruction to Bidders	7.47 Change Order	Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work. Bidder will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee.
2	7. Instruction to Bidders	7.48 Savings Clause	Bidder's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Bidder's performance is effected, delayed or causes non-performance due to Customer's omissions or actions whatsoever.
3	7. Instruction to Bidders	7.49 Deemed Acceptance	The bidder should submit the invoice for claiming the payment, if CHiPS/department has not responded in writing within 30 days to bidder after submission of reports and/ or deliverables as per Milestone/phase mentioned in the RFP. If CHiPS/department responded after 30 days of submission of reports and/ or deliverables, than bidder should incorporate the required suggestion/ changes and re-submit for final approval.
4	Annexure-18: Financial Proposal Format	Please note the following	8. Any upward/downward revision of taxes shall be applicable at the time of invoicing.

Annexure-21: Indicative Confidentiality and Non-Disclosure Agreement

(To be provided in original to CHiPS office as per tender document and softcopy should be uploaded in e-procurement system on along with actual bid submission on stamp paper of value required under law duly signed by authorized representative)

Important Note:

1. For carrying out Proof of Concept (POC), interested bidders can collect the data from CHIPS between 21-11-2016 11:30 a.m. to 09-12-2016 03:30 p.m.
2. Interested bidders need to carry a hard disk/ drive with minimum free space of 16GB.
3. Data would only be provided to those bidders who have:
 - i. Submitted the tender fees.
 - ii. Submitted the signed Confidentiality and Non-Disclosure Agreement as per Annexure-21 of the Corrigendum-1 document.

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Dated: _____

This confidentiality and non-disclosure agreement ("Agreement") is made on this _____ day of _____, 2016.

BETWEEN

Chief Executive Officer, Chhattisgarh Infotech Promotion Society, SDC Building, Civil Lines, Raipur- 492001 (hereinafter referred to as "CHIPS", which expression shall, unless repugnant to the context hereof or excluded specifically, mean and include its successors, assigns and administrators) of the FIRST PART,

AND

Company Name, India (hereinafter referred to as BIDDER, which expression shall, unless repugnant to the context hereof or excluded specifically, mean and include its successors, assigns and administrators) of the SECOND PART.

WHEREAS

A. CHIPS wishes to appoint an agency for carrying out Proof of Concept for the project SRDH. For the purpose there will be a requirement to exchange certain information related to Chhattisgarh residents which is proprietary and confidential information.

B. CHIPS is willing to disclose such information to BIDDER only on the terms and conditions contained in this Agreement. The BIDDER agrees to hold the Covered Data and Information in strict confidence. The BIDDER shall not use or disclose Covered Data and Information

received from or on behalf of Government of C.G./CHIPS except as permitted or required by the Agreement, or as otherwise authorized in writing by CHIPS.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Definition: In this agreement unless the context otherwise requires:

1.1. "Confidential Information" shall mean

- a) any and all information concerning C.G. resident data or any other successor,
- b) any and all trade secrets or other confidential or proprietary information related and provided by GoCG/ CHIPS
- c) Names & Demographic details, user identifications, or other information that may be used.

1.2. Proprietary Information shall mean as resident data and other information (including but not limited to digital or non-digital resident data, products, substances, organisms, technology, research results or plans, system processes, workflows, know-how, reports, descriptions, drawings, design, compositions, strategies, trade secrets, business and financial information, and computer software) in whatever form, which is related or provided by CHIPS/ GoCG and is disclosed or delivered by the First Party to the Second Party, whether by means of written or oral disclosure or otherwise.

2. Limitations on Use and Disclosure of Confidential and Proprietary Information

2.1. Confidential and Proprietary Information disclosed by the CHIPS and/or other departments/PSU whose data are shared by CHIPS shall be used by the BIDDER solely for the purpose of fulfillment of the obligation and work assigned to it and shall not otherwise be used for his benefit or otherwise. All information encountered in the performance of duties shall be treated as confidential unless and until advised otherwise by CHIPS or its representative. The BIDDER shall not share, record, transmit, alter, or delete information residing/hosted in the information systems except as required in performance of the job duties.

2.2. Confidential and Proprietary Information shall not be copied or reproduced by the BIDDER without the express written permission of the CHIPS, except for such copies as may be reasonably required for accomplishment of the purpose stated in the tender no. 25/CEO/CHIPS/SRDH/2016.

2.3. Confidential and Proprietary Information shall be disclosed only to the Director or employees of the BIDDER who have a 'need to know' in connection with the purpose stated above, and who additionally agree to the nondisclosure requirements of this Agreement. Any further disclosure of confidential and Proprietary Information by the BIDDER shall be treated as a breach of this Agreement by the BIDDER.

2.4. Confidential and Proprietary Information shall not be disclosed by the BIDDER to any third party without the prior written consent of the First Party.

2.5. This Agreement shall not restrict disclosure or use of Confidential and Proprietary Information which:

- a. was in the public domain at the time of disclosure or thereafter enters the public domain through no breach of this Agreement by the BIDDER; or
- b. was, at the time of receipt, otherwise known to the BIDDER without restriction as to use or disclosure; or
- c. becomes known to the BIDDER from a source other than the CHIPS and/or other departments/PSU without a breach of this Agreement by the BIDDER; or
- d. is developed independently by the BIDDER without the use of Proprietary Information disclosed to it hereunder; or
- e. is otherwise required to be disclosed by law.

3. Business Obligation:

3.1. During the complete contract period and even after 3 years of the expiry of the agreement, the BIDDER shall not

- a. Disclose Confidential Information in any manner or form to any person other than its own employees for the limited purpose stated herein, or

b. Use Confidential Information for its own benefit or for the benefit of any person or entity other than the CHIPS, without the prior written consent of the CHIPS.

3.2. Whereas, the CHIPS as a matter of policy and with a view to operate and maintain SRDH has given permission to the BIDDER for using the data for demonstrating its capabilities..

3.3. Whereas, the CHIPS under the circumstances referred, herein before, wants to protect itself from any misuse of the confidential and proprietary information by the third party i.e. person or persons (employees of BIDDER), had entered into an agreement with the BIDDER that the second party shall not divulge such information either during the course of the life of this agreement or even after the expiry of the agreement.

3.4. Whereas, the BIDDER has agreed to fully abide by the terms of this non-disclosure agreement and it has also been agreed by the parties that if there will be any breach or violation of the terms of agreement vis-à-vis non-disclosure clause, the BIDDER shall not only be liable for consequential costs and damages but in addition to that will also be liable for criminal prosecution in accordance with the prevailing laws.

3.5. Whereas, the BIDDER having in his possession or control any secret official code or password or digital data or any sketch, plan, model, article, note, document or information which falls within the purview of confidential or proprietary information, the BIDDER shall not part with any part of such information to anyone under any circumstances, whatsoever, without the prior approval of the CHIPS and if this is violated, the CHIPS shall have the legal right to initiate civil and criminal proceeding against it under the provisions of the relevant law.

3.6. Whereas, the CHIPS shall have the entire control over the functioning of the BIDDER and the BIDDER shall work according to the instruction of the CHIPS and in case if this is violated by the BIDDER in any mode or manner, the CHIPS shall have the legal right to initiate civil and criminal proceeding against it under the provisions of the relevant law.

3.7. Whereas, if the BIDDER permits any person or persons without permission of the CHIPS to have –

a. Access or secures access to such computer, computer system or computer network which has the connectivity with the confidential and proprietary information or;

- b. Downloads, copies or extracts any data, computer data base or information from such Database Server, Web Server, Computer System, networking equipments or Computer Network including information or data held or stored in any removable storage medium which has the connectivity with the confidential and proprietary information or;
- c. Damages any Database Server or causes to damage any Database Server, Web Server, computer system, computer network, data, data base or any other programmes residing in such Server, computer system or computer network;
- d. Denies or causes the denial of access to any authorized person of the CHIPS to have access to any computer system or computer network by any means;

Shall be liable to pay damages by way of compensation and would also be liable for criminal prosecution in accordance with the prevailing laws.

3.8 BIDDER shall report to CHIPS any use or disclosure of confidential and/or proprietary information/data not authorized by this Agreement in writing by CHIPS. BIDDER shall make the report to CHIPS within not less than one (1) business day after BIDDER learns of such use or disclosure. BIDDER's report shall identify:

- a) The nature of the unauthorized use or disclosure,
- b) The confidential and/or proprietary information/data used or disclosed,
- c) Who made the unauthorized use or received the unauthorized disclosure,
- d) What BIDDER has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and
- e) What corrective action BIDDER has taken or shall take to prevent future similar unauthorized use or disclosure.

BIDDER shall provide such other information, including a written report, as reasonably requested by CHIPS.

3.9 The BIDDER hereby agrees and consents that temporary or permanent injunctive relief and/or an order of specific performance may be granted in lieu of, or in addition to

other available relief in any proceeding brought by CHIPS to enforce this Agreement, without the necessity of proof of actual damages and without posting bond for such relief.

4. Dispute Resolution:

4.1. Whereas, both the parties have agreed that in the event of any dispute or differences arising in between the parties, the courts at Raipur shall only have jurisdiction to adjudicate the disputes/differences.

IN WITNESS WHERE OF the Parties here to have hereunto set their hands and seal the day and year first above written.

Signed By:	Signed By:
Name:	Name:
Designation:	Designation: CEO, CHIPS
In the presence of	In the presence of
Witness 1- Name:	Witness 1- Name:
Designation:	Designation: CHIPS
Witness 2- Name:	Witness 2- Name:
Designation:	Designation: CHIPS

This document is confidential and intended solely for the use of the individuals or entities addressed. Any use, dissemination, forwarding, printing or copying of this document without prior permission of 'The CEO' Chhattisgarh InfoTech & Biotech Promotional Society (CHIPS), Raipur is strictly prohibited.

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