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दूरभाष/Tele:

असो पत्र सो :

D.O.NO.....

F. No.3(41)/2012-EG-II



भारत सरकार
GOVERNMENT OF INDIA
संचार और सूचना प्रौद्योगिकी मंत्रालय
MINISTRY OF COMMUNICATIONS AND IT
इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी विभाग
DEPARTMENT OF ELECTRONICS AND
INFORMATION TECHNOLOGY

इलेक्ट्रॉनिक्स निकेतन/ELECTRONICS NIKETAN
6,सी.जी.ओ. कॉम्प्लेक्स / 6,C.G.O. COMPLEX
नई दिल्ली /New Delhi-110003
Website : www.deity.gov.in

28th November, 2013

दिनांक/Dated.....

Dear Madam

This has reference to the appointment of System Integrator (SI) for implementation of the e-District project. As you are aware, this is one of the most important elements in the entire process for rollout of the project and commencement of delivery of services. It is envisaged that the SI will undertake a host of activities including procurement of hardware, software development, data digitization, site preparation, networking, Operation & Maintenance support etc.

2. While a number of States have initiated the competitive process for selection of SI, several other States have decided to engage the National Informatics Centre (NIC) for performing all or some of the above-mentioned activities. In this regard, a draft agreement in respect of role of NIC as an Application Development Agency (ADA) was circulated vide DeitY's letter of even number dated 27.9.2013 (copy enclosed for ready reference).

3. During the meeting of IT Secretaries on 13.11.2013 and subsequent interaction with several States, it was learnt that the actual work has not yet commenced due to lack of clarity on certain aspects of the draft agreement. These relate to the following:

- (i) Penalties for non-compliance of service levels
- (ii) Signatories to the Agreement
- (iii) Notice Period pertaining to Exit Management

4. These issues have been discussed further with DG(NIC) and the draft agreement has been suitably revised to address the concerns of all stakeholders, including the State Governments. The revised draft agreement is enclosed.

Contd...P/2..



5. It is requested that NIC and State Governments may now proceed further so that the actual work of application development can commence forthwith and the objective of rolling out citizen-centric services under e-District can be achieved without further delay. Any State specific requirements may be mutually agreed upon by SDA, NIC and NICS I.

with regards

Yours sincerely,



(Rajiv Gauba)

Encl :As above

To,
IT Secretaries of States/UTs

Copy to:

1. Dr. Shefali Sushil Dash,
Director General, NIC, New Delhi
2. Shri Rajesh Bahadur, MD, NICS I



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दिनांक/Dated.....

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(Rajiv Gauba)

Encl :As above

To,
IT Secretaries of States/UTs

Copy to:

1. Dr. Shefali Sushil Dash,
Director General, NIC, New Delhi
2. Shri Rajesh Bahadur, MD, NICS

Terms of Agreement
For
State Wide Roll Out of e-District MMP in <State>

Amongst

<SDA>

And

National Informatics Centre (NIC)
Department of Electronics and Information Technology,
Ministry of Communications and Technology
Government of India
A-Block, CGO Complex, New Delhi

And

National Informatics Centre Services Incorporated (NICSI)
(A Government of India Enterprise under NIC)
Department of Electronics and Information Technology
Ministry of Communications and Information Technology
Government of India
NBCC tower, Bhikaiji Cama Place
New Delhi

**This Terms of Agreement has been made on this (Date) th/rd day of (Month) 20(year)
Between / Amongst**

The IT Secretary (or Chairman SDA or relevant Secretary incharge of eDistrict project), “**State Wide Roll Out of e-District MMP in <State>**” represented by **<SDA>** having its office at **<Address of SDA>**, India hereinafter referred to as ‘State Designated Agency (SDA/**<Abbreviation for SDA>**)’ (which expression shall unless the context otherwise requires, include its permitted successors and assigns) of the FIRST PART.

WITH

Director General, National Informatics centre (NIC), Ministry of Communications & Information Technology, Government of India, CGO Complex, Lodhi Road, New Delhi- 110003 represented by **State Informatics Officer, <State>** hereinafter referred to as the ‘Application Development Agency/ ADA/NIC ‘(which expression shall unless excluded by or repugnant to the context be deemed to include his/her successor in office or assign) of the SECOND PART.

AND

The Chairman, NICS I represented by **Managing Director represented by The Company Secretary, National Informatics Centre Services Incorporated (A Government of India Enterprise under NIC), NBCC Tower, Bhikaji Cama Place, New Delhi**, hereinafter referred to as “NICS I” (which expression shall unless excluded by or repugnant to the context be deemed to include his successor in office or assign) of the THIRD PART.

Each of the parties mentioned above are collectively referred to as the ‘Parties’ and individually as a ‘Party’.

WHEREAS:

1. SDA is desirous to implement the project of e-District for **<State>**
2. NIC has been selected as the Application Development Agency (ADA) to undertake the application development of the services identified in the e-District Service Portfolio approved by the Apex Committee under the chairmanship of Chief Secretary, **<State>**, its roll out and sustained operations as per the approved project scope.

This **Agreement** amongst **SDA**, NIC and NICS I, shall be for the provision of ICT support by NIC & NICS I to **SDA** for execution of State Wide Roll Out of eDistrict MMP in **<State>** as per the approved scope/ of the project.

I. Ambiguities within Agreement

- I. In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:
- II. as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- III. as between the provisions of this Agreement and the Schedules/Annexures, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures; and as between any value written in numerals and that in words, the value in words shall prevail.

II. Priority of documents

This Agreement, including its Schedules and Annexure, represents the entire agreement between the Parties as noted in this Clause. If in the event of a dispute as to the interpretation or meaning of this Agreement it should be necessary for the Parties to refer to documents forming part of the bidding process leading to this Agreement, then such documents shall be relied upon and interpreted, in the following descending order of priority:

- I. This Agreement
- II. Schedules & Annexures; and
- III. Approved Proposal (submitted by State NIC to the SDA) comprising of
 - a. Detailed Scope of work
 - b. Deliverables
 - c. Timelines
 - d. Final testing & certification
 - e. project review & management phase
 - f. List of services
 - g. Performance/Service levels
 - h. Approvals & Required consents
 - i. Change Control Schedule
 - j. Governance Schedule
 - k. Financial Details
 - l. Traceability matrix
 - m. Non-functional requirements
 - n. Bill of Material (including DR/BCP if requested by the SDA)

III. Scope of the project

< This will be finalized jointly between ADA and SDA on the basis of Integrated framework and Model eDistrict SI RFP issued by the DeitY and this should be mandatorily covered in the proposal submitted by State NIC to SDA >

IV. General Terms and Conditions

- 1.** The project is to be executed under the supervision of the Project eMission Team (PeMT) already constituted in the state and headed by IT Secretary and the team shall get augmented by representative from ADA. PeMT would be responsible for taking critical decisions for the smooth development and operation of the project. The team would review works and initiate suitable timely interventions to enable smooth execution helping in timely completion of the project.
- 2.** The cost estimates for the project are worked out based on the detailed discussions and requirements outlined in approved Project Proposal. The SRS to be implemented by ADA will be approved by **the SDA** within one month from the time of submission. The rates quoted in the proposal are estimates in nature and as per the current empanelled rates for hiring of manpower resources and hiring/purchase of necessary computer hardware, system software packages & tools, etc. These estimates may vary as per changes in the scope, time, rates or the policies governing the respective empanelment(s) during the project execution period. All payments would be settled on actuals including NICSi's service charges, on the basis of the invoices issued by NICSi as per the approved project scope based on the progress of the project, from time to time.
- 3.** Prior to the commencement of the work, **SDA**, ADA and NICSi each shall identify, with notice to each other in writing, their official representative/domain expert through whom all communications regarding the project will be maintained.
- 4.** The PeMT (through capacity building teams of State eMission Team (SeMT) and State Project Management Unit(SPMU)) shall closely observe the development of the software application; procedures followed and bring any discrepancies or additions/charges as per the approved project scope to the notice of the ADA immediately for necessary rectifications. They should also verify after the changes have incorporated.
- 5.** ADA team will customize the software, if required, for the existing applications in phased manner in close consultation with the domain experts from time to time and within the ambit of the sub systems of SDA as per the project scope. The software

customization will be carried out during the development period as per the approved project scope.

6. User Acceptance Test Team (UAT Team) would comprise of officers of SDA, ADA and department to which that respective service pertains i.e. the USER. The team would test and approve the software functionality, before it is submitted for security audit. The additional software will be hosted at Hosting server for implementation at field locations. During the project duration, minor modifications/ up gradation on the developed software may be carried out only on recommendation of UAT team and are in the ambit of the approved project scope.
7. After the Software project is approved by UAT Team, the developed Software project would be made security audited/complied by ADA by engaging STQC as the Security Auditing Agency, by using the project funds, in collaboration with the SDA The software project thus security complied would be hosted/deployed in central hosting server as per the approved project scope.
8. Operational and System Management training on the application software will be organized by SDA in consultation with the concerned local level officers to be identified by the User Department as per the pre-defined schedule. Technology awareness training/facilitation for master trainers will be provided by ADA. Software Project would be implemented by the User Department with required ICT support from ADA and will be rolled out at remote locations, if required, as per the approved project scope, within the duration of project period.

All financial aspects, deliverables and timelines would be adhered to jointly by SDA and ADA/NICSI as per the approved project proposal.

11. This agreement can be extended for further subsequent period on agreed terms and conditions, as per mutual consent by all co-signatories.
12. NIC as ADA will meet the Service Levels / performance levels specified in the approved proposal.
13. The final statement of closure, jointly certified, by **SDA**, ADA and NICSI would be issued on the completion of the project. The services shall be deemed to be completed and finally accepted by **SDA as per the approved project proposal.**

14. Intellectual Property Rights

The IPR rights for any bespoke development done during the implementation of the project will lie with SDA (<Abbreviation for SDA>) and ADA jointly. ADA can use the IPR without the requirement of consent from SDA..

15. Application Maintenance Support

ADA shall provide application maintenance support to the SDA as per the approved project scope.

16. Warranty

- a. The ADA warrants that all Software Development and application maintenance Services provided as part of Software development project, shall be free from any defect or deficiency in the design, engineering, and performance that prevent the Project and/or any of its systems(s) from fulfilling the technical requirements or that limit in a material fashion the performance, reliability, or extensibility of the Project and/or any of its system(s) as per the performance guarantee / warranty period defined as per performance levels.
- b. All parties undertake to act in good faith with respect of each other's rights under this understanding and to adopt all reasonable measures to ensure the realization of the objectives of this project as per the following roles and responsibilities defined in Section V of this agreement.
- c. During the warranty period of one year, from starting date of the implementation of the software by SDA, ADA will continue to provide software maintenance support with minimum changes required. However, if there is any major changes in software, separate time/cost will be estimated for the changes through mutual consent.

17. Licensing Requirements

- A. All system software licenses (if any) have to be procured in the name of the SDA as per the approved project proposal..
- B. The licenses should be perpetual and covering all users for the core application unless otherwise stated. The software licenses shall not be restricted based on location and the SDA should have the flexibility to use the software licenses for other requirements, if required.

- C. While assessing the number and nature of software licenses required for the Project, SDA in consultation with ADA, SDC, SWAN, CSC, SSDG teams and assess the required licenses

18. Detailed Implementation and Roll-out Plan

ADA shall prepare a detailed implementation and roll-out plan with timelines for application development, deployment, UAT, STQC testing, application training, etc. in consultation with SDA and get the same approved by the SDA. The detailed roles and responsibilities of ADA, SDA and NICSI are covered under Section V of this agreement.

V. Roles & Responsibilities

A. Roles and responsibilities of ADA(NIC)

1. ADA will carry out a System Requirement Study (SRS) along with the SDA as per scope mentioned in the approved project proposal, eDistrict Guidelines and FRS/BPR documents. The required SRS shall be completed within the specified time as per approved project schedule.
2. ADA will design, develop/ customize the Software application as per the approved SRS & Scope of work by the SDA/State Government.
3. ADA will facilitate maintenance of information and security in its network and databases for the facilities and services as per the current technology standards and within the current ambit of technical feasibility keeping in view of resource constraints & involved sensitivity within eDistrict guidelines and framework issued by DeitY.
4. ADA will give necessary priority and put up dedicated teams for timely completion of tasks as per the timeframes envisaged provided necessary data inputs are made available by the SDA in time.
5. ADA will Provide/Extend User Hand-Holding & Maintenance Services for Software Application Services as per the approved project scope within eDistrict guidelines and framework issued by DeitY.
6. ADA will transfer the Software Source Code (along with executable version of the software) to SDA through appropriate Project Maintenance and Training Document as per the approved project scope, for future continuing operational services and implementation by the SDA within eDistrict guidelines and framework issued by DeitY. All technical information and manuals shall be in the English language. The testing will be done for both the executable version and source code by STQC

7. ADA shall impart training to master trainers identified by SDA who will in turn train the field staff as per the training and change management Plan of the State.
8. ADA will prepare detailed Project Plan in line with the overall plan provided in the edistrict application. The same should be prepared in consultation with SDA.
9. ADA will advise on technology obsolescence of systems deployed at various locations.
10. ADA will nominate a designated officer as Project Manager for e-District application and roll-out for the entire duration of the project. The Project Manager will necessarily submit weekly progress report to SDA in order to keep the project on-track and meet the timelines of the project.
11. ADA will also deploy a dedicated team of software developers, web designers, database administrators, etc with appropriate skills as required in the e-District application development for the entire duration of the project. The team shall be managed by the Project Manager for development, roll-out, training, O&M, etc as required in the project.
12. Develop / customize, deploy and maintain the approved Software Solution as per the requirements of the SDA at appropriate locations.
13. ADA shall be responsible for submitting & coordination for the application software for security audit to third party agency i.e. STQC.
14. ADA shall be responsible for deployment and maintenance of the e-District application and database. ADA will work with <State> State Data Centre Operator (DCO) to streamline and operationalize the data backup of the e-District Application.
15. Provide necessary support for the resolution of bugs, patches & upgrades of the approved software solution.
16. Design various manuals like User manual, Trouble Shooting manual etc. for the system.
17. Provide computer basic skills training and advanced training on application modules to the master trainers deputed by SDA.
18. Deploy the required manpower to manage the operations.
19. Management and quality control of all services.
20. Any other services which is required for the successful execution of as per scope of the project.
21. Generation of MIS reports as per the requirements of SDA and approved project scope and eDistrict guidelines and framework issued by DeitY .
22. ADA shall NOT be held responsible for any error at any stage, arising due to wrong entry of information/data by remote user or the users of SDA in any of the data tables & software modules used by them but sufficient measures will be taken to avoid these.
23. ADA shall be entitled for full disclaimer and immunity from all aspects of custody data and its safety along with its handling by any functionary in any manner and what-so-ever.
24. The source code of the application software will be the joint property of ADA and SDA under Intellectual Property Rights.

B. Roles and Responsibilities of SDA

1. State Government is required to constitute the Project e-Mission Team (PeMT) as core supervising arm, for timely provision of various inputs, adhering to approved software requirement specifications, ensuring presence of all key officials in the training and hands-on sessions, operationalization & functioning issues, overseeing the execution of Software project for the entry of error free data, etc. & its approval, catalyzing the smooth execution of various software development and UAT Team for testing & acceptance/approval of the software application modules by the SDA . The project would be initiated by ADA on receipt of the requisite funds by NICSII. Separate project proposal will be proposed, for next phase or for major changes required in the developed software for necessary approval and order, accordingly.
2. **SDA** will transfer the approved project funds, 40% in advance, in favour of “NICSII”, New Delhi, payable at New Delhi through ECS or Demand Draft as per financials submitted by ADA as defined in Schedule III.
3. SDA will associate required number of domain experts to advice with ADA team for the development and implementation of the software.
4. SDA will provide time frame and work plan to ADA to ensure desired data availability to ADA for development, customization and deployment of services.
5. SDA will facilitate all coordination, administrative and logistic support for the project.
6. SDA will procure itself or through NICSII the required LAN/WAN Infrastructure (hardware & software) as per the approved scope & install those as per the requirements of project at central and remote locations with appropriate site infrastructure for deployment & hosting of Software.
7. SDA will take necessary steps to ensure safety of the equipment installed at its premises including physical/ fire and cyber-security aspects.
8. SDA will identify appropriate officials for facilitating User Acceptance Test (UAT) including user departments whose services would be delivered through eDistrict project.
9. SDA will identify the master trainers from its implementing units and arrange necessary training on software to them in coordination with NIC officials.
10. SDA shall facilitate through State Government an Information Technology (Electronic Delivery of services) rules for the E-District Project. All standardized application forms and outputs of identified service portfolios shall be incorporated in the IT Rules.
11. Necessary Government orders have to be issued for procedural and legal changes wherever BPR has been suggested by the consultant.

12. SDA should ensure that the application and database are configured for disaster and recovery.
13. SDA shall identify a nodal officer on full time basis during the project as one the single point contact.
14. Provide adequate space at the SDA's HQ for setting up of infrastructure, software development and other activities to be carried out by the ADA.
15. Coordination between all the divisions for providing necessary information for the study and development / customization of the necessary solution.
16. Coordinate with ADA for conducting workshops for the Stakeholder departments.
17. Provide the data available in the form of physical files or existing databases to the ADA for digitization purposes.
18. Ensure that Data Backups are being taken regularly by SDA as per the schedule agreed upon.
19. Monitoring of overall timelines and performance levels
20. Conducting UAT for the application solution deployed.
21. Issuing the Acceptance Certificate on successful deployment of the software application, hardware deployed, digitized data and for other components of the Scope of Work (wherever required).
22. Any other requirements that could arise during operations for effective governance and to meet any administrative requirement.
23. To create internal capacity now for execution of the project after takeover from the ADA.
24. Ensuring the staff members and other stakeholders attend the training programs as per the schedule defined by the ADA and agreed upon by SDA.

C. Roles and Responsibilities of NICSI

1. NICSI would issue receipt for the funds received by it and maintain separate account for the project.
2. NICSI will procure required Hardware, software, network equipment, manpower, support services and other IT related works using its empanelled vendors for the project in consultation with NIC and SDA (wherever required).
3. NICSI undertakes to pass on the price difference to SDA or levy additional charges if any in the event of prices undergoing changes between the time of submission of proposal and actual date of order with the vendor. Local taxes / Entry taxes as applicable as per actual will be charged extra.
4. NICSI shall endorse a copy of the Purchase Orders to the coordinating officer of NIC and SDA for information and monitoring.

5. NICS I shall seek the support and expertise of ADA for providing priority wise software deliverables as per the time schedule mentioned in the Project except in exceptional circumstances/event of mutual agreement.
6. The Late Delivery penalty and any other penalty levied on the vendor due to not meeting performance levels will be deducted from the vendor's bills will be passed to SDA.
7. NICS I shall be entitled to get Operating margin of ~~<3% to 8%>~~ as applicable as per the project cost and Service Tax as applicable for the cost of total hardware, system software and other services arranged to facilitate the IT outsourcing for Software Project implementation and any other Government levies as applicable.
8. NICS I may hire required skilled manpower resources using its empanelled outsourcing vendors for the development of application software as per the approved project scope. This team will be deputed at Central/remote Computing Centre of the project, for the software development/customization, training and extending technical support as per the requirement of the project.

VI. Confidentiality –SDA/ ADA/ NICS I and their personnel shall not, either during the term or after the expiration of this contract, disclose any proprietary or confidential information relating to the services without the prior written mutual consent of the SDA/ ADA/ NICS I

VII. Force Majeure

ADA/NICS I and SDA shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond their reasonable control, including but not limited to acts of God, regulations of Governments, earthquakes, floods, epidemic, war, revolutions, strikes, lockouts, explosion, natural calamities, riot, embargoes, acts of civil or military authorities, fire, accidents, terrorist activities or shortages of transportation, facilities, fuel, energy, labour or materials. In the event of any such aspect being beyond the control of participating agencies, appropriate strategies would be worked out to compensate the project activities/ schedules accordingly.

VIII. Exit Clause

In the event that either Party believes that the other Party is in Material Breach of its obligations under this Agreement, such aggrieved Party may terminate this Agreement upon giving a three months' notice for curing the Material Breach to the other Party. In case the Material Breach continues, after the notice period, the SDA or ADA, as the case

may be will have the option to terminate the Agreement. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, which could include either of the following events and the termination will become effective:

- A. If the ADA is not able to deliver the services as per the SLAs which translate into Material Breach, then the SDA may serve a 90 days written notice for curing this Material Breach. In case the Material Breach continues, after the expiry of such notice period, the SDA will have the option to terminate this Agreement after providing the ADA a reasonable opportunity to explain the circumstances leading to such a breach.
- B. If there is a Material Breach by the SDA or its nominated agencies which results in not providing support for effecting data migration or not providing the certification of User Acceptance, and / or failing to make payment of undisputed amount within 30 days from date of submission of invoice, then the ADA will give a one month's notice for curing the Material Breach to the SDA. After the expiry of such notice period, the ADA will have the option to terminate the Agreement.
- C. All the parties being co-signatory to this Terms of Agreement may give a written notice of three months to either party for the desired discontinuance/withdrawal of the I.T. services, which shall be implemented as per schedule mutually agreed to by co-signatories parties of this Terms of Agreement.

However, the expenditure already incurred/ committed by ADA/NICSI consequent to the execution of the activities of the project based on the approval of the SDA will be deducted from the total project cost, while making the refund of the balance of the funds.

Also NIC would provide all the necessary support in knowledge transfer to the new ADA/System Integrator, documentation, patches/scripts and any other support required for the new ADA to manage the application.

IX. Arbitration Clause

In case any dispute or difference arising in connection with this Terms of Agreement, the same shall be settled by mutual discussions between ADA, NICSI and the SDA. Any unresolved disputes still persist, these would be referred to a committee of the Chief Secretary, SDA and Director General, NIC and the resolution of the committee shall be final and binding on all the parties.

X. Validity and duration of the Terms of Agreement

This Tripartite Terms of Agreement shall be from the date of its signing by all the parties and it shall remain in force for the project duration for 4 years. If required, a decision to re-validate the Tripartite Terms of Agreement after the initial period of 4 years would be taken jointly by ADA, NICS I and **SDA** as may be considered mutually in the best interest of the project.

In confirmation to the agreement and total conformity to all stipulations, IN WITNESS WHEREOF the parties have executed this Terms of Agreement in triplicate on the day and year, hereinafter indicated.

FOR AND ON BEHALF OF <SDA>	FOR AND ON BEHALF OF NIC	FOR AND ON BEHALF OF NICS I
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Signature:
Name:
Designation:
Date:

Signature:
Name:
Designation:
Date::

Signature:
Name:
Designation:
Date::

IN THE PRESENCE OF	IN THE PRESENCE OF	IN THE PRESENCE OF
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Signature:
Name:
Designation:
Date:

Signature:
Name:
Designation:
Date::

Signature:
Name:
Designation:
Date::

SCHEDULE - I - Definitions

Agreement	means this Agreement, together with all Articles, Annexures, Schedules and the contents and specifications of the agreement
Applicable Law(s)	means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project;
Software	means the software designed, developed / customized, tested and deployed by the ADA for the purposes of the Project and includes the source code (in case of Bespoke development) along with associated documentation, which is the work product of the development efforts involved in the Project and the improvements and enhancements effected during the term of the Project, but does not include the third party software products (including the COTS products used for the product), proprietary software components and tools deployed by the ADA;
Deliverables	means the products, infrastructure and services agreed to be delivered by the ADA in pursuance of the agreement as defined more elaborately in the MSA, Implementation and the Maintenance phases and includes all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related), inter alia payment and/or process related etc., source code and all its modifications;
SDA Data	means all proprietary data of the department or its nominated agencies generated out of operations and transactions, documents all taxpayers data and related information including but not restricted to user data which the ADA obtains, possesses or processes in the context of providing the Services to the users pursuant to this Agreement;
Final Acceptance Test	shall be conducted on completion of the following: 1) SDA Data Center operational, 2) Deployment & operational hardware and networking at requisite locations, 3) UAT of the application developed by ADA.
Intellectual Property Rights	means all rights in written designs and copyrights, moral rights, rights in databases and Bespoke Software / Pre-existing work including its up-gradation systems and compilation rights (whether or not any of these are registered and including application for registration);

Parties	means <i>SDA</i> and <i>ADA</i> for the purposes of this Agreement and “ <i>Party</i> ” shall be interpreted accordingly;
Planned Application Downtime	means the unavailability of the application services due to maintenance activities such as configuration changes, upgradation or changes to any supporting infrastructure wherein prior intimation (at least two working days in advance) of such planned outage shall be given and approval sought from the <i>SDA</i> as applicable;
Project	means Pilot, Project Implementation (roll out) and Maintenance in terms of the Agreement;
State Project eGovernance Mission Team	At the State level, the State Project e-Mission Team (State PeMT) will oversee the implementation of the Scheme. Its composition is given hereunder: <ul style="list-style-type: none"> • Secretary in charge of IT Department or any other Secretary designated by the Chief Secretary (Mission Leader), as Chairman • Representative from State Designated Agency • Representatives/HODs from concerned departments • Representative of Finance, Planning Departments • SIO from NIC • Any other officer deemed fit by the Chief Secretary
Project Timelines	shall have the same meaning ascribed to in the approved proposal;
Replacement ADA	means any third party that <i>SDA</i> or its nominated agencies appoint to replace <i>ADA</i> upon expiry of the Term or termination of this Agreement to undertake the Services or part thereof;
Services	means the services delivered to the Stakeholders of <i>SDA</i> or its nominated agencies, employees of <i>SDA</i> or its nominated agencies, and to professionals, using the tangible and intangible assets created, procured, installed, managed and operated by the <i>ADA</i> including the tools of information and communications technology and includes but is not limited to the list of services specified in the approved proposal;
Service Level	means the level of service and other performance criteria which will apply to the Services delivered by the <i>ADA</i> ;
SLA	means the Performance and Maintenance SLA executed as part of this Master Service Agreement;
Stakeholders	means the students, Franchisee’s, Investors, Citizens, <i>SDA</i> or its nominated agencies, <i>SDA</i> , employees and the Departments of State Government;
Third Party Systems	means systems (or any part thereof) in which the Intellectual Property Rights are not owned by the <i>SDA</i> or <i>ADA</i> and to which <i>ADA</i> has been granted a license to use and which are used in the provision of Services;

Unplanned Application Downtime	means the total time for all the instances where services in the software requirement specification document prepared by the <i>ADA</i> are not available for more than 5 consecutive minutes;
Network	in <i>SDA</i> users refers to all the IT assets installed by the <i>ADA</i> as part of the Project for networking;
Application	means the software application developed as a part of scope of work
Application Downtime	Means the time for which user/s is not able to access the application. However, in calculating downtime, scheduled downtime (for example, backup time, batch processing time, routine maintenance time) would not be considered;
Warranty / AMC Period	[shall be ----- years from the date of successful completion /Go-live.]

SCHEDULE - II – Integration Components

I. It is also further envisaged that the e-District application to integrate with key initiatives of DeitY namely Portal Services, Citizen Contact Centre, Mobile Platform/ Gateway Services / National Service Delivery Gateway (NSDG) / State Service Delivery Gateway (SSDG), National Service Directory, Payment Gateway, Language Switch, Open Data, E- authentication including Aadhaar, Geographical Information System/ Global Positioning System, E-Gov Application Store, Document Repository, Certifying Authority etc.

a. The details for integration with other initiatives are given below.

Name of the initiative	Purpose for integration	Contact Agency	Agency Person details	Deity Nodal Person Details
SSDG	Integration with existing application	CDAC	Mr. Zia Saquib, Executive Director, CDAC, Mumbai. Telephone:+91-22-26201606	Ms. Kavita Bhatia, Additional Director, DeitY. Telephone: +91-11- 24364729
Payment Gateway	e-payment	NDML	Mr. Sameer Gupte, Vice-President, NDML. Telephone: +91-9820039921	Ms. Kavita Bhatia, Additional Director, DeitY. Telephone: +91-11- 24364729
MSDG	Services over mobile phone	CDAC	Mr.Zia Saquib, Executive Director, CDAC, Mumbai. Telephone:+91-22-26201606	Ms. Kavita Bhatia, Additional Director, DeitY. Telephone: +91-11-24364729
e- Authentication	Validation of beneficiary- using biometric	CDAC	Mr. Zia Saquib, Executive Director, CDAC, Mumbai. Telephone:+91-22-26201606	Ms.Kavita Bhatia, Additional Director, DeitY. Telephone: +91-11- 24364729

AADHAR	Applicant authentication	UIDAI	Mr. Tejpal Singh, ADG, UIDAI, New Delhi. Telephone: +91-11-23462611	Mr. Gaurav Dwivedi, Director, DeitY. Telephone:+91-11-24301218
Localisation	Localisation of the application as per the requirement of the State/	CDAC	Mr. Mahesh Kulkarni, Associate Director, CDAC, Pune. Telephone: +91-20-25883261/25503402	Ms. Swaran Lata, Director, DeitY. Telephone: +91-11- 24301272

- II.** Complete mobile enablement of the e-District applications and services including all appropriate channels such as SMS / USSD / IVRS and development of corresponding mobile applications to the e-District applications and services leveraging the Mobile Service Delivery Gateway (MSDG) and the Mobile App Store developed by DeitY

SCHEDULE - III - Payment Schedule

The payment would be made on achievement of the following milestones. Refer to the clause in the model RFP :

S. No.	Milestone	Break up of Payment
1.	Advance	40%
2.	Approval of SRS	10%
3.	Completion of UAT & Integration components (SSDG/MSDG/Payment Gateway, Aadhaar, e-Authentication, Localization)	20%
4.	STQC certification	10%
5.	Go live* in 50% districts	10%
6.	Go live*in 100% districts	10%

* Go-Live of e-District Project in a district as fulfillment of all the following four conditions as per advisory issued by DeitY :

1. Go-Live of 25 services as provided in the DPR are made live subject to coverage of all 5 mandatory categories and 5 optional categories. “Go-Live” for these 25 services would imply there would be at least the following number of transactions per month for a period of 3 consecutive months for that service based on the population of the district as following:
 - a) Districts with population < 5 Lakhs at least 10 transactions per month for each service
 - b) Districts with population > 5 Lakhs but < 10 lakhs at least 20 transactions per month for each service
 - c) Districts with population > 10 lakhs at least 30 transactions per month for each service.
2. Among the services listed in the DPR, at least 10 services should attain high volume of transactions for three consecutive months in that district. High volumes of transactions are defined as:
 - a) Districts with population < 5 lakhs - High volume services would be those defined as at least 50 transactions per month per serviced for the entire district
 - b) Districts with population < 10 lakhs but > 5 lakhs - High volume services would be defined as at least 100 transactions per month per service for the entire district
 - c) Districts with population > 10 Lakhs - High volume services would be those defined as at least 150 transactions per month per service for the entire district.
3. At least three of the “High Volume Services” as defined in S No (2) should be amenable to delivery across the counter, or Category A service as defined in the integrated framework for delivery of e-District services <http://www.mit.gov.in/content/e-district-guidelines>.

4. The aggregate transactions for all services (including High Volume services) made live, out of the services included in the DPR, reach the following levels for at least three consecutive months in that district
 - a) District with population of < 5 lakhs - at least 750 transaction per month for the entire district
 - b) Districts with population < 10 lakhs but > 5 lakhs - at least 1500 transaction per month for the entire district
 - c) Districts with population > 10 lakhs - at least 2500 transaction per month for the entire district

Note: Transaction would be defined a complete service being delivered to the citizen which may include submission of an online application by the citizen, back end processing and online service delivery. Across the counter service delivery will also count as a transaction.

भारत सरकार
GOVERNMENT OF INDIA
संचार और सूचना प्रौद्योगिकी मंत्रालय
MINISTRY OF COMMUNICATIONS AND INFORMATION TECHNOLOGY
इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी विभाग
DEPARTMENT OF ELECTRONICS AND INFORMATION TECHNOLOGY
Website: www.deity.gov.in

संख्या
No.....3(41)/2012-EG-II

दिनांक
Date 27.09.2013

To
Director General,
National Information Center
CGO Complex, Lodhi Road, New Delhi- 110003.

Subject: Draft Agreement Template – State / UT opting NIC as the Implementation Agency for eDistrict MMP

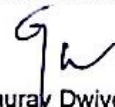
Sir,

The Empowered Committee on eDistrict in its meeting held on 20th February 2013, decided that, the States/UTs which have opted for NIC as the Implementation Agency for eDistrict MMP should execute a Statement of Requirements with NIC that covers the scope of work, responsibility, timelines and service level agreements (SLAs) in compliance with those specified in the eDistrict Model SI RFP.

2. In this regard, a draft agreement has been prepared in consultation with NIC and DeitY wherein NIC will act as Application Development Agency (ADA) to undertake the application development of the services identified in the eDistrict Project. This agreement for application development services to be signed between the State SDA, NIC and NICSi has been approved by the competent authority. The approved draft agreement template is enclosed. This agreement template would also be shared with all States/UTs.

3. It is requested that this draft agreement template may kindly be used for formalizing your engagement with the State/UTs. Any State specific requirements may be mutually agreed between the State SDA, NIC and NICSi.

Yours sincerely,


(Gaurav Dwivedi)
Director

Copy To:

1. **Managing Director,**
National Information Center Service Incorporated (NICSi), NBCC Tower, Bhikaji Cama Place,
New Delhi- 110066
2. **IT Secretaries – All States / UTs:** States / UTs opting for NIC as the Implementation Agency are requested to use this draft agreement template for formalizing the engagement with NIC & NICSi.

