The Jute Corporation of India Limited

The Jute Corporation of India Limited
15N, Nellie Sengupta Sarani, 7th Floor
(*Formerly Lindsay Street*)
Kolkata, 700087, West Bengal

Request for Proposal for design, development, operations, and maintenance of a blockchain based e-auction platform in the supply chain of jute

RFP Reference No: JCI/IT/2023-24/EAUCTION

Dated: 18/11/2023

Issued By: IT Department, The Jute Corporation of India Limited

Important Dates:

Date of Uploading RFP: 20/11/2023

Pre-Bid Queries may be submitted by: 24/11/2023

Date of Submission of RFP: 12/12/2023 17:00 Hrs.

Date of Opening of RFP: 12/12/2023 17:30 Hrs.

The Jute Corporation of India Limited

1. Introduction

The Jute Corporation of India Limited (JCI) is central public sector undertaking incorporated by the Government Of India in 1971 as a price support agency with a clear mandate for the procurement of raw jute / mesta without any quantitative limit from the growers at the minimum Support price (MSP) declared in each year by the Government Of India based on the recommendations made by Commission for Agricultural Cost & Prices(CACP). This protects the jute growers from exploitations in the hands of the middle men. The basic objective is not profit making but a social cause to protect the interest of about 4.00 million families engaged in farming of jute, most of whom are small / marginal farmers. Therefore, the presence of JCI in the market provide stability in the raw jute prices.

Jute Corporation of India (JCI) is looking for selecting an agency for design, development, operations, and maintenance of a blockchain based e-auction platform to connect traders and millers.

The Jute ecosystem consists of the following stakeholders, who will be users of the proposed platform:
- The Jute Corporation of India
- National Jute Board
- Office of the Jute Commissioner
- State Government Nodal for Jute
- Existing platforms such as I-CARE
- Jute Farmers
- Farmer Producer Organizations / Cooperatives
- Intermediaries / Middlemen / Brokers / Traders
- Jute Mills/ Jute Diversified Products Manufacturers / Importers - Exporters

The Jute e-auction process is anticipated as below:

The Jute Corporation of India Limited
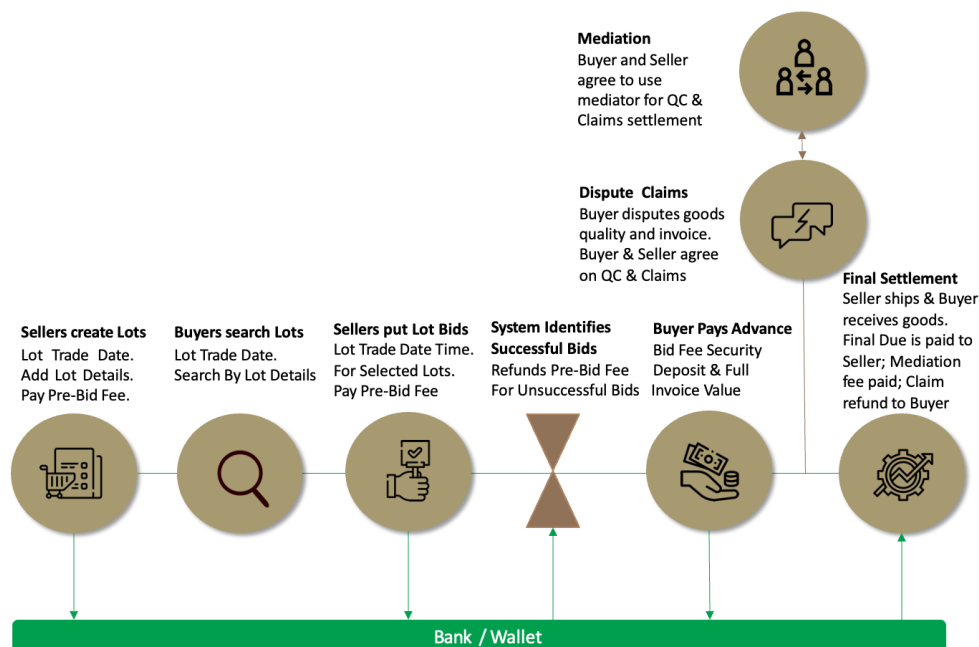
2. Instructions to Bidders

2.1 The JCI has detailed the minimum pre-qualification requirements and the process of selection in the RFP. The evaluation committee will evaluate the quality / capability of Bidders on the criteria mentioned in the RFP based on their proposals received and fulfilment of eligibility criteria.

2.2 The bidders shall submit their offers strictly in accordance with the Terms & Conditions of the RFP document. Any bid that stipulates conditions contrary to the conditions given in the RFP document will stand disqualified.

2.3 Earnest Money Deposit/Performance Security Deposit:

i. Earnest Money Deposit (EMD)

    a) The bidder should upload proof of online payment of EMD of ₹ 2,00,000/- (Rupees Two Lakhs only) with the Technical Bid.

    b) The bids without EMD shall be summarily rejected. However, exemption from payment of EMD will be given as per Gem T&Cs.

ii. Refund of EMD

    a) The successful bidder shall be required to deposit Performance Security Deposit (PSD) in the form of Bank Guarantee equivalent to 10% of contract value to JCI before release of its EMD.

    b) EMD shall be refunded to the selected bidder only after signing of the contract and receipt of Performance Security Deposit or may be extended as Bank Guarantee for furnishing of performance security deposit as per section Performance Security Deposit of the tender document.

    c) EMD will be returned to unsuccessful bidders without interest within 30 days after award of contract or setting aside the tender, as the case may be.

iii. Forfeiture of EMD: The EMD will be forfeited:

    a) If the bidder withdraws the bid, after quoting and submission / acceptance.

    b) If the bidder withdraws the bid, or unilaterally amends, impairs or rescinds the offer before the expiry of the validity period of the bid or within the time frame of extension given by JCI in special case communicated before the expiry of the bid.

    c) If the bidder fails to comply with any of the provisions of the terms and conditions of the bid specification.

    d) If the selected bidder fails to execute Service Level Agreement.

    e) If the bidder fails to furnish the bank guarantee within the prescribed time.

    f) If the bidder submits the offer with forged documents or alters the RFP terms and conditions or language/wordings in any manner or indulges in corrupt, coercive or fraudulent practices.

iv. Performance Security Deposit (PSD)

    a) The successful Supplier/ Bidder shall, within fifteen (15) days of award of contract, provide a Performance Security deposit.

    b) Form of Performance Security Deposit: Performance Security Deposit (PSD) would be for an amount of 10 percent of the value of the awarded contract(s). Performance Security shall be furnished in the form of Bank Guarantee from a Scheduled Commercial bank in favour of JCI.

c) The proceeds of the Performance Security deposit shall be payable to the Purchaser as compensation for any loss (including loss of opportunity, time or cost) resulting from the Supplier's / Bidder's failure to comply its obligations under the Contract.

d) The PBG must be routed through Structured Financial Messaging System (SFMS) from issuing bank to JCI bank by sending IFN 760 COV Bank Guarantee Advice Message. Thereafter only physical Bank Guarantee will be taken as submitted and become operational. JCI bank details are:

1.	Beneficiary Name & Address	The Jute Corporation of India Limited 15N, Nellie Sengupta Sarani, 7th Floor Kolkata – 700 087
2.	Name of the Bank	Punjab National Bank
3.	Bank Branch & Address	New Market Kolkata, West Bengal Pin – 700 087
4.	Beneficiary A/c No.	0093000100297535
5.	IFSC	PUNB0009300

v. Validity of PSD:

a) The Performance Security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations including warranty obligations.

b) For Annual Maintenance Contract, a separate agreement shall be signed. The successful bidder must submit Performance Security @ 10% of total AMC work for a period of five years. It should remain valid for a period of 60 days beyond the date of completion of all contractual obligations for AMC.

vi. Forfeiture of PSD: Performance Security Deposit shall be forfeited/invoked in the following cases: -

a) When any term and condition of the contract is breached.

b) When the Vendor/ Bidder fails to provide deliverables after partially executing the purchase/ work order or vendor fails to fulfil its obligations under the contract.

c) No interest will be paid by JCI on the amount of EMD and performance security Deposit.

d) Forfeiture of earnest money deposit / performance security deposit shall be without prejudice to any other right of JCI to claim any damages as admissible under the law as well as to take such action against the Supplier/ Bidder such as severing future business relation or blacklisting, etc. as may be deemed fit.

- Pre-bid queries: All queries regarding the RFP can be emailed to JCI on jci@jcimail.in up to **24th of November 2023** mentioning subject line "Pre-bid Queries: RFP for Blockchain based e-Auction Platform".

- Any queries received on any other mode or after the mentioned date or without the mentioned Subject line, shall not be addressed.

3. Scope of Work

The Jute E-Auction platform is a unified platform that brings together traders, millers, mediators, and JCI officials onto a common system for jute trading. The platform can be expanded to bring in quality certifiers and other stakeholders at a later stage. The platform will bring in the required transparency and agility in the jute sector, allow traders and millers to exchange quality goods seamlessly at competitive prices, and improve the cash flow within the ecosystem.

The e- auction platform will consist of the following details
  i.   To design and develop a web-based application for e-auction from traders to millers.
  ii.   The web-based platform will allow traders and millers to register, trade (sell, bid, buy), make digital payments (payment, refund, claims), and manage the dispatch and dispute resolution processes.
  iii. The web-based platform will have a role-based internal dashboard having the visualization and interactive dashboards and reports.
  iv.   The web-based platform will capture trading history to build a repository of price trends over a period of time;
  v.   The platform shall be deployed on the Cloud infrastructure;
  vi.   The platform will be multilingual in English, Bengali, Oriya, Assamese, Hindi.

3.1 Technical Specifications of the Web Application

The web application will have the following specifications:
  i.   Developed for web interface, and optimized to view on all devices (web, mobile, tablet) and compatible for all browsers.
  ii.   The application will have a sign-up or registration option for the stakeholders.
  iii. Depending upon the category of the stakeholder, the demographic data will be validated using the APIs (provided by JCI such as Aadhar integration or Jute Commissioner database).
  iv.   There will be an access authentication using the registered information.
  v.   The user interface of the application should be very simple and user-friendly.
  vi.   The layout of the application having form and input parameters should be responsive and fit the screen of any size and dimension.

3.2 Functional Specifications of the Web Application

The web application will have the following specifications:
  i.   To be developed using the opensource technologies
  ii.   The User Interface of the application should be responsive.
  iii. The application shall be able to consume and expose APIs
  iv.   The indicative modules are:
        a.   Identity Access Control – User Registration, Role & Rights Management
        b.   Master Data Management
        c.   Alerts and Notification Management via Email, SMS, In-App
        d.   APIs & Data Access Configuration
        e.   E-Auction Module
              i.   List Lots by seller, variety, grade, reserve price during Lot Creation Window
              ii.   Search and View Lots during Lot Viewing Window
              iii. Bid on Lots during Trading Window
        f.   Finance & Payment Module
              i.   Integration with banking / wallet / payment gateway system
              ii.   Payment & collection of registration fees

       iii.   Payment & Refund of Pre-Bid Fee for all buyers and sellers

       iv.   Payment of the difference between the Pre-bid Fee and Bid Guarantee Fee for successful buyers

       v.   Collection of Payment of Full Bid value from successful buyers

       vi.   Refund of claims settlement amount to buyer and payment of dues to sellers

       vii.   Ledger Management for all buyers, sellers

g. Invoice & Dispatch Management Module
 - i. Invoice generation on behalf of sellers
 - ii. Invoice generation by JCI
 - iii. Shipping E-Challans & Document Submission by sellers
 - iv. Receipt E-Challan & Documents Submission by buyers

h. Claim Settlement Process Module
 - i. Claim initiation by buyers
 - ii. Mediator onboarding
 - iii. Mediator report submission on quality and claims
 - iv. Claims settlement acceptance by buyer and seller

i. Data Analytics Engine

j. Dashboards – Charts & Insights, GIS View with drill downs
 - i. Seller Dashboard - Drafts, History, Invoices, Challans, Payment, E-Wallet Summary, Mediation Summary
 - ii. Buyer Dashboard - Bids, History, Invoices, Challans, Payment, E-Wallet Summary, Mediation Summary
 - iii. Mediator Dashboard – Mediation History, Reports
 - iv. JCI Admin Dashboard – Rules Management, Reference Data Management
 - v. JCI Officer Dashboard – Role Based Access, Summaries, Histories

k. MIS Reports
 - i. Bid Sheet with downloadable and verifiable audit trails.
 - ii. Automated and on-demand report generation for JCI Management

3.3 Core Tech Features

- Blockchain for records securitization
- Advanced analytics & visualization

3.4 Key Deliverables

The implementation deliverables will cover the following:
- System Design and Development using Open-Source Technology Tools as per proposal
- Design and Development of analytics including MIS and dashboard
- Software requirement specification documentation
- Design and Development of Web based platform
- Design of API specifications and API Development
- Integration with other databases, as needed
- System readiness for UAT
- Implementation of security architecture
- Application software Testing, bug fixing and 3rd Party Security & Functional Audit
- Procurement of SSL certificate
- Deployment of Application and database deployment on the Cloud infrastructure
- Training to JCI and key master users and master trainers
- Preparation of technical documents for Application, Training and ICT Infrastructure
- Design, Development, and UAT release within 180 days from contract

- Integration, Testing, Changes, Go Live, and Roll Out to start within 60 days from UAT acceptance

The Warranty / AMC deliverables will cover the following:
- Warranty period of the application software for a period of 1 (one) year after Go Live
- Maintenance and support of application software for a period of five years after completion of warranty period
- Ongoing management of security, infrastructure, issues resolution
- Ongoing support for minor enhancements
- Ongoing support for onboarding new users, as required
- Ongoing support for training to user groups, as required

3.5 Key Inputs

- MeiTy empaneled Government Community Cloud Server or the hosting infrastructure

3.6 Key Integration

- The E-Auction platform will need to integrate with the Jute Digital Supply Chain Platform, as well as other databases as required by JCI

3.7 Timeline

The vendor shall strictly adhere to the time schedule furnished below and mobilize resources accordingly to complete the entire scope of work under this contract within the stipulated time of 9 months from the date of start of work as per intimation of JCI (to be issued by IT Department (HoD) /Project Manager, JCI)

Schedule and timeline for delivery of the project:

#	Milestone	Time Allowed (Calendar Days)
1	Analysis of the Project	30 Days
2	Submission of Detailed Project Plan	
3.	Any suggestions for changes by JCI	
4.	Resubmission after modifications suggested by JCI	
5	Sign Off and acceptance by JCI	
6	Detailed Requirement gathering and analysis including Study and analysis of existing/Similar system and include best practices in draft design, carry out a System Study to prepare the SRS, including Detailed High level and Low-level application designs, Information Integration and Consolidation and submission of SRS document	60 Days
7	Client Sign-off for Requirement Analysis, preparation of data design and application architecture for the system, data migration strategy, development of appropriate screen layouts and forms for the users, approval of prototype (design interface) developed, coordination and collection of required data from JCI (design should comply with system security guidelines issued by Cert-IN, NIC, MeitY, GoI)	

8	Development of the system	120 Days
9	Hosting Staging Server, UAT, and Security Audit	45 Days
10	Hosting on the Production Server	15 Days

4. Evaluation Process

JCI shall constitute a Tender Evaluation Committee to evaluate the responses of the bidders. The Tender Evaluation Committee shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to rejection of their bids.

The decision of the Tender Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Evaluation Committee may ask for meetings or presentation with the Bidders to seek clarifications or conformations on their bids.

The Tender Evaluation Committee reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP. The steps for evaluation are as follows:

Stage 1: Pre-Qualification

a. A pre-qualification criterion will be applied to short-list the bidders for technical and financial evaluation.
b. Technical and Financial bids for those bidders who don't pre-qualify will not be opened. Financial bid will not be opened for those bidders, who don't qualify the technical evaluation.

Stage 2: Technical Evaluation

b) "Technical bid" will be evaluated only for the bidders who succeed in Stage 1.
c) JCI will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at JCI's discretion.
d) The bidders' technical solutions proposed in the bid document shall be evaluated as per requirements specified in RFP and technical evaluation framework as mentioned in Section below.
e) Bidders submit in detailed – "Approach & Methodology & Solutions proposed "
f) Each Technical Bid will be assigned a technical score out of a maximum of 100 marks. Only the bidders who get an Overall Technical score of 70 will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid.

Stage 3: Commercial Evaluation

a. All technically qualified bidders will be notified to participate in Commercial Bid opening process.
b. Commercial bids for the technically qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at JCI's discretion.

c. Commercial Bids that are not as per the format provided shall be liable for rejection.

d. *Normalized Commercial Score of a Bidder = {Lowest TCB/ Bidders TCB} X 100 (adjusted to 2 decimals)*

Example:

Bidders	Total Cost of Bid	Calculation	Normalized Commercial Score
Bidder-1	110	(110/110)*100	100
Bidder-2	140	(110/140)*100	78.57
Bidder-3	160	(110/160)*100	68.75
Bidder-4	130	(110/130)*100	84.61
Bidder-5	150	(110/150)*100	73.33

The bidder that has quoted the lowest Total Price (Capex price + Opex price) shall be treated as L1. The bid price shall include all taxes and levies and shall be in Indian Rupees and mentioned separately.

Stage 4: Final score calculation through QCBS

The final score will be calculated through Quality and Cost selection method based with the following weightage:

Technical: 80% Commercial: 20%

Final Score = (0.80* Technical Score) + (0.20* Normalized Commercial Score)

Example:

Bidders	Technical score	Normalized commercial score	Final Score (80:20)
Bidder-1	92.6	100	94.08
Bidder-2	94.7	78.57	91.47
Bidder-3	84.2	68.75	81.11
Bidder-4	100.0	84.61	96.92
Bidder-5	76.8	73.33	76.11

The bidder with the highest Final score shall be treated as the Successful bidder. In the above example, Bidder-4 will be treated as successful bidder.

In the event the Final scores are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

The JCI has detailed the minimum pre-qualification requirements and the process of selection in the RFP. The evaluation committee will evaluate the quality / capability of Bidders on the criteria mentioned in the RFP based on their proposals received and fulfilment of eligibility criteria.

The Jute Corporation of India Limited

The bidders shall submit their offers strictly in accordance with the Terms & Conditions of the RFP document. Any bid that stipulates conditions contrary to the conditions given in the RFP document will stand disqualified.

- Pre-bid queries: All queries regarding the RFP can be emailed to JCI on email ID up to **date and time**

4.1 Pre-Qualification Criteria

No	Criteria	Submission
1	The Bidder should be a company registered in India under the Companies Act, 2013 or a partnership/propritor firm registered under the Indian Partnership Act 1932 or LLP registered under LLP Act 2008 with their registered office in India for at least 7 years before date of submission of Bid	Copy of Certificate of Incorporation/ Registration / MoA as applicable
2	The bidder shall have positive net worth in last 3 financial years (2020-21, 2021-22 & 2022-23)	Audited balance sheet Statement
3	The Bidder should not have been blacklisted by any Central and/or State Government departments, PSU's and/or any other Statutory or autonomous body/undertaking.	No Conviction Certificate to be submitted on behalf of the Bidder as well as its Directors/Partners/Founders, duly signed on the Agencies Letter Head and Stamped.
4	The Bidder should have a valid and active PAN and GST in India	Copy of PAN card and Goods & Service Tax Registration certificate

4.2 Technical Bid Criteria & Evaluation

Technical Evaluation Framework

Clause	Criteria / Sub-Criteria	Marking Systems	Maximum Marks
1	The Bidder should possess following valid certifications - ISO 9001:2008 or higher - ISO 27001 or Higher - CMMi3 or Higher	Any 2 Certificate – 2 Marks All the 3 Certificate – 5 Marks	5 Marks
2	The bidder should have experience in providing customised Software (directly or indirectly through SI) and/or Digital technology Project on Blockchain Platform; experience	1 - 2 Project = 5 Marks 3 – 4 Project = 10 Marks 5 – 6 Project = 20 Marks Above 6 Projects = 30 Marks	30 Marks

	with Central / State Government / ULBs / PSEs in last 5 years prior to date of bid submission.		
3	Average annual turnover for last 3 financial year ending 2022-23	₹1 Crore – 2 Crore = 5 marks ₹2 Crore – 3 Crore = 10 marks Above ₹3 Crore = 15 marks	15 marks
4	Approach & Methodology a) Understanding of Project requirement b) Identified project risk & Mitigation c) Customized Approach & Methodology based local State conditions	a. Understanding: 5 marks b. Risk & Mitigation plan: 5 marks c. Localized Approach & Methodology: 5 marks d. Detailed Work plan & Gantt Chart: 5 marks	20 Marks
5	Technical Presentation	- Company profile & past experience - Suggested tech stack - Process of quality assurance - Innovation and Deployment of new age technology like AI/ML, Big data,	30 Marks

5. Terms & Conditions of the Contract

5.1 Submission Document

The technical submission will consist of:

- Copy of Certificate of Incorporation
- Copy of PAN and GSTIN
- Copy of Udyam Aadhar Registration (if any)
- Copy of Start-up Registration (if any)
- Copy of valid ISO 9001, ISO 27001 and CMM Level Certificates
- Understanding of scope
- Proposed Solution
- Technology Stack
- Key Innovations
- Infrastructure Requirements
- Work Plan
- Prior Experience in building government platforms
- Declaration about **non-blacklisting** on a Non-Judicial Stamp paper
- Representative Authorization Letter with Power of Attorney
- Signed Tender Documents and Corrigendum (if any)

5.2 Price Quotation

The bidder must submit all prices inclusive of GST. Only bidders who score above 70 percent in the technical scoring will be invited to the financial bid opening stage. The bids will be evaluated on a 80:20 Quality and Cost Based Selection (QCBS) criteria.

The Quoted price should include -

- One time development fee
- Security and functional audit fee (**Audit to be conducted from STQC or any CERT-IN certified agency**)
- Hosting Charges on any MeitY empanelled GCC Service Provider
- 1-year free warranty period of the application post "Go-live"
- Other value-added services, like – domain, SSL, SMS etc
- 5 years' maintenance of the application and renewal of hosting, audit certificates, domain etc. upon completion of 1 year warranty period
- Conducting physical workshops for the stakeholders (10 in 1st Year, 5 in 2nd & 3rd Year, 2 in each of next 3 years)

5.3 Payment Terms

Payment of Development Fees

- One time development fees
  - 20% on submission of SRS Document and its acceptance by JCI
  - 30% on acceptance of UAT by JCI
  - 40% on submission of successful audit certificates with a validity covering Warranty Period
  - 10% after 3 months of Go Live and production Hosting Information, SSL Certificate etc.

- Annual operations & maintenance and cloud infrastructure fees etc (annual after Warranty)
  - o Monthly billing

5.4 Bidders are requested to submit the proposals as per the attached documents. Deficiency of the required documents may lead to rejection of bids.

5.5 Bidders are requested to comply with the pre-qualification criteria, technical evaluation criteria etc. as mentioned in the attached document.

5.6 Bidders are requested to submit the required details as mentioned in the bid documents.

5.7 Bidders are neither allowed to join hands to participate in the tender nor allowed to submit multiple bids. In case of detection of such, their bid (s) is/are liable to be rejected. Bidding through consortium is not allowed.

5.8 JCI reserves the right to award the work/cancel the award without assigning any reason. In case of differences, if any, the decision of the JCI shall be final and binding.

5.9 If any services, functions or responsibilities not specifically described in the contract are an inherent, necessary or customary part of the services or are required for proper performance or provision of the services in accordance with the Broad Scope of Work or Indicative List of Required Features, they shall be deemed to be included within the scope of the work to be delivered for the charges, as if such services, functions or responsibilities were specifically described in the scope of work.

5.10 Indicative List of Required Features to be included in the System:

The following is an indicative outline of required features. Tentative Module outline of the required features under scope of work is at Annexure-1. Detailed requirements will be finalized by the bidder in consultation with user departments of JCI. The online integrated system catering to the needs of all JCI offices include the following:

a. Finalisation of backup policy and Disaster Recovery Management.
b. Schemas of the existing data may be provided to the bidder on request.
c. Secure login-in for each user along with audit/log trail.
d. One login for Super Administrator at HQ and one login for Administrator of each DPC.
e. Super Administrator can create/edit/assign/delete rules, roles and users along with audit/log trail. The bidder shall initially configure the rules at the time of testing and implementation.
f. Database should be normalized, ensure referential integrity, appropriate primary keys should be defined, and data fields should be explanatory.
g. Feature of auto periodic backup of database.
h. The Design should support the single sign On (Connect Once-Access everywhere) multiple logins shall not be required by a single user to access different modules/functions. Existing user credentials of a single user for different modules to be merged.
i. There should be a mechanism for Version Control and Bug Reporting & Tracking.
j. Mechanism to ensure through version control that any change in rules/procedure etc. does not make the data/information, etc. misleading, incompatible, or corrupt.
k. System should be easy to navigate for prospective users of JCI.
l. Proposed System should be accessible on all platforms and all major popular browsers (e.g. Internet Explorer, Mozilla Firefox, Google Chrome, Safari, Opera, etc.
m. System must have security features as follows:

      i. Vendor should also get the Security Audit certificate (Safe to Host certificate) from STQC / CERT-IN Empanelled agencies before hosting the services.

      ii. Free from OWASP Vulnerabilities (Open Web Application Security Project).

      iii. Strong Password Policy.

      iv. Storing of any kind of username and password / transactional data in the encrypted form in the database.

      v. Session Management.

      vi. Audit/Log Trail.

n. Audit Trail should be maintained as per guidelines issued by Cert-IN throughout the system and database but should be kept separate as far as possible from main tables including:

      i. Login attempts with time, IP Address, etc.

      ii. Any change in data with time, IP Address etc.

Note: Features requirements indicated above are bare minimum. It does not limit Bidders to give better system.

5.11 Vendor will provide the latest and complete source code of the actual running software which can be compiled and deployed by JCI along with all the requisite software (Source Code, Libraries, and IDEs etc.). JCI will be the sole proprietor of the system developed and it's Intellectual Property Rights, and any patents arising out of the work shall be of JCI, and vendor will have no claim on the same.

5.12 Demonstration of the developed System:

    i. The bidder shall provide conduct multiple workshops to the targeted stakeholders for proper functioning and management of the system.
1st Year – 10, 2nd & 3rd Year – 5 each, 4th, 5th, 6th Year – 2 each (26 total)

    ii. The workshops shall be conducted for at least 4 hrs. in Kolkata and any district HQ of Jute growing districts.

    iii. The Workshop Plan shall be mutually decided between JCI and the Bidder.

    iv. During the workshop, printed multi-lingual user manuals for the system shall be prepared and provided by the successful bidder.

    v. No extra cost would be borne by JCI on account of this.

Annexure – 1

Format for Service Level Agreement

AGREEMENT FOR THE DESIGN, DEVELOPMENT, OPERATIONS, AND MAINTENANCE OF A BLOCKCHAIN BASED E-AUCTION PLATFORM IN THE SUPPLY CHAIN OF JUTE

This Agreement **("Agreement")** is made and entered on _____ by and between:

The Jute Corporation of India Limited, a Central Public Sector Enterprise under Ministry of Textiles, Government of India, incorporated under the Companies Act 1956, having its registered office at 15N, Nellie Sengupta Sarani, 7th Floor, Kolkata – 700 087, West Bengal (hereinafter referred to as "JCI" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assignees) of the First Part;

- AND -

<*VENDOR NAME & ADDRESS*> (Hereinafter referred to as the "Vendor" which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors, representatives and assignees) of the OTHER PART;

WHEREAS,

JCI had floated a public tender / Request for Proposal (RFP) No." _____ dated _____ for "Design, Development and Implementation of a Blockchain based e-Auction Platform in the Supply chain of Jute", subsequently released corrigendum and correspondences/clarifications issued, (all collectively termed as "the RFP"), inviting bids for (hereinafter referred to as "E-Auction Platform"), being implemented by the JCI.

a) Pursuant to issuing the RFP, the JCI received a response by Submission of Technical and Commercial bids from the Vendor, the JCI had short-listed Vendor based on the Technical Proposal and Commercial Proposal submitted by them, and the subsequent evaluation of clarifications of the Vendor (all collectively hereinafter referred to as "Vendor Response"). Subsequently, the JCI has selected the Vendor with a single point of responsibility for Design, Development and Implementation of a Blockchain based e-Auction Platform in the Supply chain of Jute.

b) The Vendor acknowledges that it has understood all aspects of the work required to be performed to Design, Development and Implementation of a Blockchain based e-Auction Platform in the Supply chain of Jute of the JCI as per the details provided in RFP and had submitted the Vendor Response.

c) The Vendor has represented to the JCI that the Vendor has sufficient Knowledge, expertise, tools and competency for Design, Development and Implementation of a Blockchain based e-Auction Platform in the Supply chain of Jute as per the provisions of the RFP issued by the JCI. The Vendor has further represented that the Vendor has appropriate human and other resources required to execute various tasks assigned as a part of the Project by the JCI from time to time.

d) The JCI has accepted the Vendor Response by providing Work Order No.: _____ dated _____ as per mutually agreed scope, terms & conditions and charges, and the Vendor has agreed to provide, and the JCI has agreed to accept from the Vendor Services on the terms and conditions set out hereinafter.

The Parties are desirous of recording the terms as agreed between the Parties, as set out hereunder.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties intending to be bound legally, agree as follows:

NOW THIS AGREEMENT WITNESSETH:

1   Definitions:

2   Unless the context otherwise requires, for the purpose of this Agreement, the following terms shall bear the meanings assigned to them hereunder and such definitions shall be applicable to both the singular and plural forms of such terms.

The headings given herein are for ease of reference only and shall not attach or have any effect/meaning whatsoever contrary to what is stated in the Agreement.

a)   "**Agent**" means any person/firm who is authorized to act on behalf of Vendor and represent their interest. It would also include all third-party Vendors who have entered into a business relationship with the Vendor for this project.

b)   "**JCI Material**" means any material:

   i.   Provided by the JCI to the Vendor for the purposes of this Agreement; or

   ii.   Derived at any time from the material provided by the JCI

c)   "**Contract Period or Period of Contract**" as defined in Section _____ below.

d)   "**Gross Negligence**" means an act or omission of a person performed in reckless manner or in serious disregard of an obvious risk to a person's safety or tangible property excluding ordinary negligence, errors or judgement or mistake of person.

e)   "**Breach**" shall be constituted on the part of the Vendor for following conditions:

   i.   Material Delay in submission of the expected deliverables (defined in Schedule-1 of this agreement) within the mutually agreed milestone.

   ii.   Serious discrepancy in the quality of service during the contract period.

f)   "**Project**" shall mean the entire assignment envisaged under this Agreement.

g)   "**Willful Misconduct**" means where a party intentionally causes actual harm upon the other party and does not involve error or mistake in any form.

3   The words and expressions defined elsewhere in this Agreement (other than as provided above) shall have the meaning provided to them there and shall accordingly be construed for the purposes of this Agreement.

4   In this Agreement (unless the context requires otherwise):

a)   references to the singular includes a reference to the plural and vice versa, and reference to any gender includes a reference to all other genders;

b)   references to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to statutory provisions;

c)   references to Clauses, Schedules, Appendices and Exhibits are the references to the clauses, schedules, appendices and exhibits to this Agreement, unless otherwise required/ specified;

d) In the event any provision of the Vendor Response is found to be contrary to the terms of the main body of the Agreement, then the main body of the Agreement shall be given precedence to in construction;

e) the headings are for reference only and their meaning shall be avoided to interpret the terms of this Agreement;

f) the generic terms and expressions used and not defined under this Agreement shall be construed in a manner that aids in the general construct of this Agreement and shall be understood in the parlance of the industry of the Parties and such interpretation shall be given to them, which a reasonable man of prudence engaged in such industry would construe them to be;

g) In the event of any contradiction between any Addendums set out in the Schedules, then the provisions of the latest Addendum shall prevail to the extent of such contradictions;

5 The following documents shall be deemed to form and be read and construed as part and parcel of this Agreement, viz:

#	Documents
1.	Work order: Gem Contract:
2.	Gem Bid No.: Tender Document No:
3.	Pre-Bid Queries for_____; replies thereof as Annexure _____
4.	Performance Bank Guarantee No. _____ dated _____ of Rs. _____/- (Rupees _____ only) Issued by _____ Bank, _____. Valid up to _____.

6 Scope and Delivery of the Services:

Vendor hereby agrees to provide the Services in pursuant to JCI's RFP under Bid Reference Number. The JCI hereby agrees to avail these Services from the Vendor. These Services are further detailed in Agreement hereunder. Design, Development, Hosting and Implementation of a Blockchain based e-Auction Platform in the Supply chain of Jute - Terms & Conditions:

7 "Design, Development, Hosting and Implementation of Online systems of a Blockchain based e-Auction Platform in the Supply chain of Jute" would cover all the related work as mentioned in Schedule - I written hereunder and annexed hereto (Services/Deliverables).

8 The Vendor agrees to avoid jargons and highly technical words and use only simple language in all their communications and reports.

9 Unless otherwise provided in the Agreement herein, the engagement of the Vendor under this Agreement concludes upon the completion of Contract Period.

10 The Vendor agrees and hereby undertakes to discharge its duties and responsibilities at JCI's Head Office in Kolkata, and rendering necessary support and advice to the JCI as per the agreed deliverables as set out herein.

11   In performing its obligations in terms of this Agreement, the Vendor shall be required to independently arrive at a solution, which is suitable for the JCI and as per Schedule - I. If any services, functions, terms & conditions or responsibilities not specifically described in this Agreement are an inherent and necessary part of the deliverables or services or are mentioned in RFP or Work Order and are required for proper performance or provision of the deliverables or services as per in the Scope of Work document referred to in Schedule - I in accordance with this Agreement, they shall be deemed to be included within the scope of the deliverables or services, as if such deliverables, services, functions or responsibilities were specifically required and described in this Agreement and shall be provided by the Vendor at no additional cost to the JCI. The Vendor also acknowledges that the JCI relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Vendor of responsibility for the performance of all provisions and terms & conditions of this Agreement, the JCI expects the Vendor to fulfill all the terms and conditions of this Agreement. Any modifications, which are accepted by the JCI, shall form a part of this Agreement.

12   The Vendor will have to undertake the complete responsibility for Design, Development, Hosting and Implementation of a Blockchain based e-Auction Platform in the Supply chain of Jute assuming minimal support from the JCI as defined in Schedule - I. The Vendor shall adhere to the delivery dates, lead times and Service Levels (defined in Schedule - II) identified in this Agreement. Failure to meet these delivery dates or the desired Service levels (defined in Schedule - II), unless it is due to reasons entirely attributable to the JCI, shall constitute a Breach of the Vendor's performance obligations under this Agreement.

13   The Deliverables and Services will be accepted based on mutually agreed acceptance and completion criteria as contained in Schedule – I. The JCI reserves the sole right to accept or reject the acceptance of any Deliverables/ Services in the event the agreed acceptance and completion criteria are not met by the Vendor.

14   Effective date:

    This Agreement comes into force from the date of _____.

15   Fees and Payment Terms:

    The JCI agrees to pay to the Vendor, on the terms as agreed by the JCI, identified in the Vendor price schedule fees as set forth in Schedule - III written hereunder and annexed hereto.

    Payment terms: All such fees and payments required to be made by the JCI under this Agreement shall be made in Indian Rupees. Payments shall be deemed to have been received by the Vendor when the funds in respect of such payments are made available by way of direct credit (NEFT or RTGS or other e-payment modes) to bank account(s) of the Vendor as may be specified by them. Cheque, Demand draft or such other mode of payment mutually acceptable may be resorted to in case of exigencies to be decided by the JCI. Referred Schedule-III

16   Taxes:

    a) Since contract price is inclusive GST, Vendor shall not charge GST extra in the Invoice. You shall note that GST Tax Invoice complying with GST Invoice Rule (Section 31 of GST Act & Rule referred thereunder) where in the "Bill To" details shall be encompass following: JCI GSTIN- 19AABCT8820B1ZH NAME: THE JUTE CORPORATION OF INDIA LIMITED, ADDRESS: 7TH FLOOR, HUDCO BUILDING 15N, NELLIE SENGUPTA SARANI, KOLKATA-700087, WB. You shall furnish e-Invoice as per GST Law, in case e-Invoice is not applicable, a declaration (as per JCI Format) regarding non applicability of issue of e-Invoice shall be submitted in original to JCI before raising any Invoice to JCI

b) TDS under Income Tax shall be deducted at prevailing rates on gross Invoice value (excluding GST) unless exemption certificate from appropriate authority/authorities is furnished. Please note as per Section 206AB of Income Tax Act, TDS shall be deducted at higher rate i.e double applicable rate or 5 % whichever is higher for Non-filer of ITR, hence a declaration (as per JCI Format) in original along with last 2 years of IT Return shall be furnished before start of work.

c) TDS under GST shall be deducted at applicable rates on gross invoice value (excluding GST).

d) In case raising any supplementary Tax invoice (Debit/Credit Note), vendor shall issue the same containing all the details as referred to in section 34 read with section 31 of GST Act & Rules referred thereunder.

e) Vendor shall comply with the time limit prescribed under GST law and Rules thereof for raising of the Tax Invoice and upload the Invoices raised on JCI in GSTR-1 within the prescribed time limit as given in GST Act.

f) Any new taxes & duties, if imposed subsequent to due date of offer submission as per tender condition, by the statutory authority during contact period (including extension, if the same is not attributable to you), shall be reimbursed by JCI on production of relevant supporting document to the satisfaction of JCI. However, you shall obtain prior approval for JCI before depositing new taxes and duties.

g) Benefits and/or abolition of all existing taxes must be passed on to JCI against new taxes, if any, proposed to be introduced at a later date.

17   It is agreed between the Parties that the JCI shall not be responsible for any omission / exclusions made by the Vendor either in terms of prices, quantities, line items etc. for performing the work as defined under this Agreement, including Service Level Agreement as defined in Schedule - II. The JCI will not bear any additional cost for the Vendor's omission / exclusions in their commercial quote, but finds a mention in the RFP. Additionally, the JCI shall not be responsible for any assumptions made by the Vendor other than as agreed in this Agreement. In no event regardless of anything or any theory will the JCI bear any additional cost for assumptions made by the Vendor other than as agreed in this Agreement.

18   Any software used by the Vendor in providing the required Services to the JCI (unless specifically mentioned by the JCI) would be purchased by the Vendor alone. The Vendor shall use only licensed copy of the Software and in no circumstances shall, the Vendor use unauthorized Software. In no event, the JCI will pay any additional cost other than that quoted in the commercial quote submitted by the Vendor in response to the RFP.

19   Confidentiality:

"Confidential Information" mean all information which is material to the business operations of either party or its affiliated companies, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise proved. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.

All information relating to the accounts of the JCI's stakeholders shall be confidential information, whether labelled as such or otherwise.

All information relating to the infrastructure and Applications (including designs and processes) shall be deemed to be Confidential Information whether labeled as such or not. Vendor personnel/resources responsible for the project are expected to take care that their representatives, where necessary, have executed a Non-Disclosure Agreement.

Each party agrees that it will not disclose any Confidential Information received from the other to any third parties under any circumstances without the prior written consent of the other party unless such disclosure of Confidential Information is required by law, legal process or any order of any government authority. Service provider, in this connection, agrees to abide by the laws especially applicable to confidentiality of information relating to stakeholders of JCI and the JCI per-se, even when the disclosure is required under the law. In such event, the Party must notify the other Party that such disclosure has been made in accordance with law; legal process or order of a government authority.

Each party, including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in this Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same.

Each party may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the Agreement. Further each party shall ensure that each personnel representing the respective party agree to be bound by the terms of this Agreement.

Vendor shall abide with the JCI's IT policy in key concern areas relevant to the project. Specific requirements will be shared upfront before the start of the work.

Vendor shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis. Vendor shall also implement any enhanced solutions mandated by security requirements for any / all types of Software/ support.

The security aspect of the solution/software will be comprehensively reviewed periodically by the JCI, and Vendor shall carryout modifications / updates based on the security review recommendations on case-to-case basis.

The Vendor shall not, without the JCI's prior written consent, make use of any document or information received from the JCI except for purposes of performing the services and obligations under this Agreement.

Any document received from the JCI shall remain the property of the JCI and shall be returned (in all copies) to the JCI on completion of the Service Provider's performance under the Agreement.

Upon expiration or termination of the Agreement and on all amounts as due and payable to Vendor under the Agreement having been received by vendor, all proprietary documents, software documentation, programs partially or wholly completed, or materials which are directly related to any project under the Agreement shall be delivered to the JCI or at the JCI's written instruction destroyed, and no copies shall be retained by Vendor without the JCI's written consent.

No news release, public announcement, or any other reference to this agreement or any program there under shall be made without written consent of JCI. Reproduction of this agreement, by photographic, electronic, or other means is strictly prohibited.

20   Ownership

Vendor will provide source code for every version of the product/Software developed specifically for the JCI, without any cost to the JCI, and it will be treated as the Property of the JCI.

The source code / object code / executable code and compilation procedures of the software solution made under this agreement are the proprietary property of the JCI and as such Vendor shall make them available to the JCI after successful User Acceptance Testing.

Vendor agrees that the JCI owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this agreement shall be deemed to be 'work made for hire' under any Indian or any other applicable copyright laws.

Vendor shall ensure proper change management process covering Impact assessment, requirement and solution documents detailing changes made to the software for any work order, in addition to enabling the programmers identify and track the changes made to the source code. The source code will be delivered in appropriate version control tool maintained at the JCI's on site location.

Vendor shall adhere to revision control procedure of the JCI to maintain required documentation and configuration files as well as source code. Necessary backup and restoration of the revision control software related information will be handled by the Service team as per the approved backup policy of the JCI.

For each application developed by Vendor, including third party software before the platform become operational, (Vendor) shall deliver all documents to the JCI, which include coding standards, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, and other documents, if any, as per work order.

Vendor shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, details and documentation of all Product components, details and documentation of all dependent/ external modules and all documents relating to traceability of the software made under this agreement before its production release.

All software programs supplied/developed, program documentation, system documentation and testing methodologies along with all other information and documents (other than tools being proprietary to Vendor and used for customized software development shall be the exclusive property of the JCI.

The Intellectual Property Rights on the software code, copyright and source code for various applications/ interfaces developed under this Agreement, and any other component/ framework/ middleware used/ developed as pre-built software assets to deliver the solution, shall belong to the JCI and the JCI shall have complete and unrestricted rights on such property. However, the Vendor shall hold All Intellectual Property rights in any pre-built software per se, except for those which have been assigned under this agreement.

All information processed by Vendor during software development, implementation& maintenance belongs to the JCI. Vendor shall not acquire any other right in respect of the information for the license to the rights owned by the JCI. Vendor will implement mutually agreed controls to protect the information. Vendor also agrees that it will protect the information appropriately. Failure to protect information may attract civil, criminal, or administrative penalties.

21   Terms and Conditions:

These terms are valid for the Contract Period from the date of execution of this Agreement and unless otherwise provided in the Agreement herein or subsequent mutual agreed extension, this Agreement will be in force until the Period of Contract is completed.

The Vendor shall ensure that the work to be carried out under this Agreement shall be attended to promptly without any delay and aggregate of all the delays in completion of implementation that are not solely attributed to the JCI will be added to the duration of the contract without any extra cost to the JCI.

The original bill/ invoice for the Services rendered must be furnished along with the prices thereof, as per the terms and conditions contained in this document. The Vendor will undertake to ensure that the

prices are reasonable and in the range of prices for similar/ same services available in the market. If any abnormal irregularity is detected anytime in respect of the above, the JCI will have the right to take appropriate action against the Vendor as deemed fit by the JCI including recovery of amounts due from the future payments. JCI will also consider Scope of work, timeframe and Terms & Conditions while applying this clause. Payment shall be made on the actual delivery of service.

The Vendor and the team shall abide by the ISMS framework (ISO 27001:2005/ISO 27001:2013 or any other such framework) which includes Incident Management, Change Management, Capacity Management, Configuration Management etc. These conditions shall apply to the E-Auction Platform project undertaken by the JCI.

22   Standards: The Services and other materials including all deliverables and reports under the contract shall conform to the standards mentioned in the Technical Specification, indicated in this Agreement, RFP as well as the Technical Bid submitted by the Vendor and/ or agreed between JCI and the Vendor, and when no applicable standard is mentioned, the services/ products/ deliverables shall be supplied under the authoritative and appropriate international standards of such Services/ products/ deliverables and such standards shall be the latest issued by the concerned institution(s).

23   Governing Language: All correspondences and other documents pertaining to the contract shall be in English.

24   Notices: Any notice given by one party to the other pursuant to the contract shall be sent to the other party (per the address mentioned in the contract) in writing either by hand delivery or by registered post or by courier and shall be deemed to be complete only on obtaining acknowledgment thereof; or by other electronic media and in which case, the notice will be complete only on confirmation of receipt by the receiver. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

25   Right to Alter Quantities: JCI reserves the right to alter the requirements specified in the Agreement. The JCI also reserves the right to delete one or more items from the list of items specified in this document. The JCI will inform the Vendor about changes, if any.

The vendor agrees that JCI has no limit on the additions or deletions on the items for the   period of the contract. Further, the Vendor agrees that the prices quoted by the Vendor   would be proportionately adjusted with such additions or deletions in quantities.

26   Amendments: Any change made in any clause of the contract which shall modify the purview of the contract within the validity and currency of the contract shall be deemed as an amendment. Such an amendment can and will be made and be deemed legal only when the parties to the contract provide their written consent about the amendment, subsequent to which the amendment is duly signed by the parties and shall be construed as part of the contract. The details of the procedure for amendment shall be as specified in the contract.

27   Use of Contract Documents and Execution: The Vendor shall not, without JCI's prior written consent, disclose the Contract or any provision thereof, or any specification or information furnished by or on behalf of JCI in connection therewith, to any person other than a person employed by the Vendor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence against non-disclosure agreements completed prior to disclosure and disclosure shall extend only so far as may be necessary for the purposes of such performance.

Any document, other than the Contract itself, shall remain the property of JCI and all copies thereof shall be returned to JCI on termination of the Contract.

The Vendor shall not, without JCI's prior written consent, make use of any document or information above except for the purposes of performing the Contract.

28   Indemnity: The Vendor shall, at its own cost and expenses, defend and indemnify the JCI against all third-party claims, liabilities and damages, including those of the infringement of intellectual property rights, including patent, trademark, copyright, trade secret, industrial design rights arising out of the performance of the contract, negligence/misconduct/breach of terms of this agreement and/or due to any acts or omissions of the Vendor, its agents, employees, invitees or by any other person acting on its behalf.

The Vendor shall expeditiously meet any such claims and shall have full rights to defend itself there from. If the JCI is required to pay compensation to a third party resulting from such infringement, the Vendor will bear all expenses including legal fees.

JCI will give notice to the Vendor of any such claim and shall provide reasonable assistance to the Vendor in disposing of the claim.

The Vendor shall also be liable to indemnify the JCI, at its own cost and expenses, against all losses/ damages, which JCI may suffer on account of violation by the Vendor of any or all national/ international trade laws, norms, standards, procedures etc. This liability shall not ensue if such losses/ damages are caused due to gross negligence or willful misconduct by the JCI or its employees.

The Vendor may procure insurance against damages to hardware/software components of the proposed E-Auction Platform. The JCI will be indemnified by the Vendor from losses on account of any such damages.

29   Cancellation of Contract and Compensation: The JCI reserves the right to cancel the order/ contract of the Vendor with 30 days' notice and recover expenditure incurred by the JCI on the following circumstances:

a) The Vendor commits a breach and fails to cure such breach within 30 days of receipt of written notice.
b) The Vendor fails to perform as per the provision of this agreement.
c) The Vendor goes into liquidation voluntarily or otherwise.
d) An attachment is levied or continues to be levied for 7 days upon effects of the Vendor.
e) The progress regarding execution of the contract by the Vendor does not comply with the terms and conditions of this agreement and the deviations are above the defined threshold limits.
f) Deduction on account of liquidated damages reach 10% of the total contract price.

If the Vendor does not perform satisfactorily or delays execution of the contract the JCI 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 Vendor is bound to make good the additional expenditure, which the JCI may have to incur to carry out the bidding process for the execution of the balance of the contract. This clause is applicable if for any reason the contract is cancelled. The JCI reserves the right to recover any dues payable by the Vendor from any amount outstanding to the credit of the Vendor, including the pending bills and/ or invoking Bank Guarantee any, under this contract or any other contract/ order. In case vendor fails to deliver the schedule job, JCI reserve rights to do get balance job by another third party/contractor. In this case JCI shall charge 10% overhead excluding GST over and above the actual cost borne by JCI for the balance job done by third party.

30   Performance Bank Guarantee:

a) The Vendor will be required to submit an unconditional and irrevocable Performance Bank Guarantee (PBG) of Rs._____/- (Rupees _____ Only) valid for 24 months including claim period of 5 (five) months, from the date of issuance of the PBG, to the JCI within 15 days from the date of work order. The Bank Guarantee should be issued

by any scheduled commercial Indian bank. The validity of PBG can be extended further as per the requirements of the JCI.

b) The PBG shall be denominated in Indian Rupees. All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Vendor.

c) In the event of the Vendor being unable to service the contract for whatever reason, JCI may invoke the PBG.

d) In the event of delays by Vendor in implementation of project beyond the schedules given in the RFP, the JCI may invoke the PBG.

e) Notwithstanding and without prejudice to any rights whatsoever of the JCI under the contract in the matter, the proceeds of the PBG shall be payable to JCI as compensation by the Vendor for its failure to complete its obligations under the contract. JCI shall notify the Vendor in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Vendor is in default.

f) The JCI shall also be entitled to make recoveries from the Vendor's bills, Performance Bank Guarantee, or any other amount due to them, the equivalent value of any payment made to them due to inadvertence, error, collusion, misconstruction or misstatement.

g) The PBG may be discharged/ returned by JCI upon being satisfied that there has been due performance of the obligations of the successful vendor under the contract. However, no interest shall be payable on the PBG.

31   Arbitration: All controversy, dispute or disagreement of whatsoever nature between the parties arising out of or in relation to this agreement and/ or relating to the construction, meaning, scope, performance, operation or effect of this agreement or the validity or the breach thereof, shall in the first instance be attempted to be resolved amicably through discussions/negotiations between the parties and in the event parties are unable to resolve the dispute amicably within a period of 15 days, such disputes or matters shall be referred for Arbitration. The Arbitrator (other than the employee of the parties hereto) shall be a Sole Arbitrator to be mutually appointed by both parties within a period of 15 days, failing which the sole Arbitrator shall be appointed as per the provisions of the Arbitration and Conciliation Act 1996 as amended and the decision/ award of the Sole Arbitrator shall be final and binding upon the parties hereto. The language of the arbitration shall be English and the seat of the arbitration shall be at Kolkata.

32   Delay in Vendor's Performance: The Vendor must strictly adhere to the implementation schedule, as specified in this contract executed between the Parties for performance of the obligations, arising out of the purchase contract and any delay in completion of the obligations by the Vendor will enable JCI to resort to any or all of the following.

a) Claiming Liquidated Damages.

b) Termination of the contract agreement fully or partly and claim liquidated damages.

c) Invoking Performance Bank Guarantee.

33   Liquidated Damages: The JCI will consider the inability of the Vendor to deliver or install the equipment within the specified time limit as a breach of contract and the same would entail the payment of Liquidated Damages on the part of the Vendor. The liquidated damages represent an estimate of the loss or damage that the JCI may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalization, implementation, training, acceptance, warranty, maintenance etc. of the E-Auction Platform) by the Vendor. Installation will be treated as incomplete in one/ all of the following situations:

a) Non-delivery of any component or other Services mentioned in the Purchase order/Agreement.

b) Non-delivery of supporting documentation.

c) Delivery/ availability, but no installation of the components and/ or software.

d) No integration.

e) System operational, but unsatisfactory to JCI.

f) INTERMEDIATE MILESTONE

(i) In case delay in achieving milestone as mentioned in Schedule-I (Work/Time Schedule), is solely attributable to the vendor, 0.5% per week of contract value, limited to 5 %, will be withhold.

(ii) Final deduction towards LD (if applicable), on account of delay attributable to contractor shall be based on Final delay analysis on completion/closure of contract. Withhold amount, if any due to intermediate milestone shall be adjusted against LD or released as the case may be.

g) OVERALL COMPLETION

(i) If the completion of work is delayed beyond the completion due to reasons attributable to the contractor, they shall pay to JCI as penalty a sum @ 0.5% of contract value per week or part thereof subject to maximum of 10% of the contract value.

(ii) In case of LD/penalty recovery, the applicable GST shall also be recovered from the contractor.

Further, the JCI also reserves the right to cancel the order and invoke the Bank Guarantee/ Performance Guarantees in case of inordinate delays in the delivery of the E-Auction Platform. JCI may foreclose/ invoke the bank guarantee without any notice. In the event of JCI agreeing to extend the date of delivery at the request of Vendor(s), it is a condition precedent that the validity of Bank guarantee shall be extended by further period as required by JCI before the expiry of the original bank guarantee. Failure to do so will be treated as breach of contract. In such an event JCI, however, reserves its right to foreclose/ invoke the bank guarantee.

34   Force Majeure:

Neither party shall be liable for any delay or failure in performing any of its obligations hereunder, if such delay or failure either wholly or partly is due to Force Majeure conditions such as floods, earthquakes or other acts of God, or any acts of governmental body or public enemy, wars, riots, embargoes, epidemics, pandemics, fires or any other causes, circumstances or contingencies beyond the control of such party.

The party affected by such Force Majeure condition shall forthwith notify the other Party/Parties, of the nature and extent thereof, in writing, within seven (7) days after the occurrence of such Force Majeure condition and shall, to the extent reasonable and lawful under the circumstances, use best efforts to remove or remedy such cause with all reasonable dispatch.

If the Force Majeure condition in question prevails for a continuous period of one (1) month, the parties affected by such condition shall enter into bona fide discussions with a view to alleviating its effect on this Agreement by agreeing to such alternative agreement as may be fair and reasonable.

35   Testing and Audit: The vendor shall thoroughly test the system for load, quality and performance along with proper functioning at its site before deployment of the software on production environment and submit test reports to the JCI. JCI will also conduct functional testing on production environment on its own or by appointing any third-party agency.

a) In addition to above, JCI may hire services of third party to certify the system for load, quality and performance at its own cost to ensure proper functioning of the system. The suggestions given by the third party, if any would be mandatory for the vendor to implement and to incorporate and to execute the same from time to time.

b) Final approval/User Acceptance of the system shall be given by JCI after the testing and successful implementation.

c) The system thus developed and tested shall be hosted and maintained at GI Cloud Server by the vendor.

d) The vendor shall be required to provide performance tuning parameters/configuration of the Server/OS/Application Server software on which the system would be hosted for efficient working of the System.

e) Vendor shall get the system security audited for "Safe to Host" certification and Functional Audit Certification from STQC/CERT-IN Empaneled vendors before deploying the system in production environment at GI Cloud. The cost of security and functional audit certification will have to be borne by the bidder only should be valid throughout the period of warranty support.

36   Prices: The prices quoted in Indian Rupees (INR) (without decimal places) and shall not have any effect from variations/ fluctuations of any other currency. The price charged by the Vendor for the Services performed for the project shall not vary from the contracted prices and shall remain valid for the contract period.

No adjustment of the contract price shall be made on account of variation of costs of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract. The Contract price shall be the only payment, payable by the purchaser to the Vendor for completion of the contractual obligations by the Vendor under the contract, subject to the terms of payment specified in the contract.

All out of pocket expenses, travelling, boarding and lodging expenses for the entire completion of the project should be part of the financial bid submitted by the Vendor to the JCI. No extra costs on account of any items or Services or by way of any out-of-pocket expenses, including travel, boarding and lodging etc. will be payable by the JCI. The Vendor cannot take the plea of omitting any charges or costs and later lodge a claim on the JCI for the same. The price would be inclusive of all applicable taxes under the Indian law. The prices, once offered, must remain firm and must not be subject to escalation for any reason within the period of validity. The entire benefits/ advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to JCI.

37   Non-negotiability: JCI is not responsible for any assumptions or judgments made by the vendors for arriving at any type of sizing or costing. JCI at all times will benchmark the performance of the vendor to the RFP documents circulated to the vendors and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the vendor must make the same available at no extra costs to JCI, in order to achieve the desired service levels as well as meet the requirements of these documents. All terms and conditions, payments schedules, time frame for implementation and expected service levels per this tender will remain unchanged unless explicitly communicated by the JCI in writing to the vendors. The vendor shall at no point be entitled to excuse themselves from any claims by JCI whatsoever for their deviations in conforming to the terms and conditions, payments schedules, expected service levels, time frame for implementation etc., as mentioned in this agreement/ RFP. The Vendors shall adhere to the terms of this agreement/ RFP and shall not deviate from the same.

38   Assignment: Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the Vendor, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the JCI.

39   Subcontracting: The Vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the Vendor under the contract without the prior written consent of the JCI.

40   Contract Period: The contract period for this agreement is 22.5 months from the Effective Date (9 months (implementation) + 1.5 month (stabilization/handholding) + 12 months (warranty support).

The vendor needs to execute a comprehensive, definitive Service Level Agreement (SLA) with the JCI covering all terms and conditions of this RFP. SLA will cover performance and availability of the solution deployed. The performance of the selected vendor shall be reviewed every quarter, in case of major deviation in performance against the proposed Service Levels the JCI reserves the right to terminate the contract at its sole discretion by giving one month's notice.

Further JCI reserves the right to renew the contract for another 4 years after the expiry of the initial term on mutually agreed terms and conditions and 8% cost of initial contract value per year.

The JCI will enter into an agreement with vendor for the duration of the project. The JCI reserves the right to terminate the contract, if the assignment is not proceeding in accordance with the terms of contract by issuing a notice of one month.

41   Contract Continuity: The contract shall terminate only on explicit correspondence to that effect. Until that time, vendor shall continue to provide the service at the contracted price per the agreement. As and when the JCI decides to change the current business model/ vendor, vendor has to coordinate for migration of Portal & Mobile Application to the JCI's new model without causing disruption of the Services at no extra cost to the JCI.

In event of vendor insolvency, contract termination, and any other Force Majeure conditions, vendor shall continue to provide the service without causing disruption of the services to stakeholders of the JCI at no extra cost to the JCI. Also, any interface development carried out/ customization done specifically for JCI shall be transferred to JCI at no additional cost.

Vendor agrees to ensure that all the items/ products used for delivering services to the JCI including all components are new and are using state of the art technology. Vendor shall provide such proof of the new equipment (e.g. Copy of invoice etc.) to the JCI. In case of software supplied with the system, vendor shall ensure that the same is licensed and legally obtained with valid documentation made available to the JCI. Vendor shall indemnify, protect and save the JCI against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc., or such other statutory infringements under the Copyrights Act, 1957 or IT Act 2008 or any other Act in respect of all the hardware, software and network equipment or other systems supplied by vendor to the JCI from any source.

At all times during implementation/ migration/ maintenance/ business-as-usual running, vendor needs to adhere to JCI's required compliances vis-à-vis security, confidentiality, integrity and availability and also any guidelines by any regulatory/ government agency on the same.

Vendor shall at least, but not be limited to, provide support in terms of migration support of assets and data, training and knowledge transfer and any other support during the defined transition period. There shall be no escalation of cost during the transition period. Transition period will be for 6 months from date of start indicated by JCI.

The JCI shall have exclusive right for all of the components of the E-Auction Platform including intellectual property rights during and after the contract period.

42   Delays in Design, Implementation and Performance Guarantee: The vendor must strictly adhere to the project timeline schedule, for each assignment for performance of the obligations arising out of the contract and any delay will enable the JCI to resort to any or all of the following at sole discretion of the JCI.

- Claiming Liquidated Damages
- Termination of the agreement fully or partly

In addition to the termination of the agreement, the JCI reserves the right to appropriate the damages by invoking the performance guarantee.

43   Publicity: Any publicity by the Vendor in which the name of the JCI is to be used will be done only with the explicit written permission of the JCI.

44   Privacy and Security Safeguards: The successful vendor shall not publish or disclose in any manner, without the JCI's prior written consent, the details of any security safeguards designed, developed, or implemented by the vendor under this contract or existing at any JCI location. The vendor shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all JCI data and sensitive application software. The vendor shall also ensure that all its employees and associated staff who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the JCI's prior written consent, the details of any security safeguards designed, developed, or implemented by the vendor under this contract.

45   Substitute of Project Team Members: During the contract period, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome delay in implementation or is critical to meet the obligation. In such circumstances, the Vendor can do so only with the concurrence of the JCI by providing other staff of the same/similar level of qualifications and expertise.

46   Professionalism: The Vendor will provide professional, objective and impartial advice at all times and hold the JCI's interest's paramount. It will observe the highest standard of ethics while executing the assignment.

47   Adherence to Laws and Standards: The vendor should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities. Vendor must ensure that the new portal and mobile application are compliant to all existing regulatory guidelines of Govt. of India and also adheres to requirements of the IT Act 2000 (including amendments in IT Act 2008) and amendments thereof.

The vendor must submit a self-declaration to this effect. The JCI reserves the right to conduct an audit/ ongoing audit of the services provided by the vendor. The JCI reserves the right to ascertain information from the CPSEs and other institutions to which the vendors have rendered their services for execution of similar projects.

48   Authorized Signatory: The vendor shall indicate the authorized signatories who can discuss and correspond with the JCI, with regard to the obligations under the contract. Requisite power of attorney/ board resolution authorizing the signatories of the bid to respond to this RFP must be submitted along with the bid. The vendor shall submit at the time of signing the contract, a certified copy of the extract of the resolution of its board, authenticated by company secretary, authorizing an official or officials of the vendor or a power of attorney copy to discuss or sign agreements/ contracts with the JCI.

49   Applicable Laws and Jurisdiction: The Contract shall be governed in accordance with the laws of India and will be subject to the exclusive jurisdiction of Courts at Kolkata only (with the exclusion of all other courts).

50   Unlawful inducements: Vendor and its respective officers, employees, agents or advisers have not violated and do not violate any applicable laws regarding the offering of inducements in connection with the preparation of their response. Vendor and its representatives have not directly or indirectly attempt to unduly influence the outcome of the RFP process.

51   Conflict of Interest: The Vendor shall disclose to the JCI in writing all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Vendor's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

52   Enforcement of Terms: The failure of either party to enforce at any time any of the provisions of this contract or any rights in respect thereto or to exercise any option herein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not prelude or prejudice either party from exercising any other right it may have hereunder.

53   Business Continuity and Management of Disaster Recovery Plan:

a) Vendor should develop and establish a robust framework for documenting, maintaining and testing business continuity and recovery procedures for in-scope portal and mobile applications. The Vendor shall provide the Backup & Recovery plan and Business Continuity Plan for necessary consideration of the JCI. These plans shall be implemented by the Vendor as per the decision of the JCI. The Vendor will periodically test the Business continuity and Recovery plan and if required the JCI may also consider participating occasional joint testing and recovery exercises along with the Vendor.

b) Vendor should have arrangement and/or contingency plan upon unexpected termination of the Agreement or Liquidation of the Service Provider, to continue its business operations in such cases without incurring prohibitive expenses and without any break in the operations of the JCI and its Services to the Stakeholders.

54   Data Security compliance by Vendor: Vendor is provided access to JCI's data for the sole purpose of carrying out the activities as per the Agreement and the Vendor would in normal course carryout these activities and share the results with the JCI only. In some processes, Vendor may employ expertise from other sources to provide specialized Services which may need high level of skill sets. In such circumstances, the Vendor is solely held responsible for the data confidentiality without any loss to the JCI.

55   Exit Management: The Vendor shall promptly on the commencement of the exit management period (maximum of 6 months or any mutually agreed period) supply to the Bank or its nominated Vendors the following:

a) Information relating to the current Services rendered, performance data relating to the performance in relation to the E-Auction Platform.

b) Documentation relating to Intellectual Property Rights.

The Vendor shall provide uninterrupted Services on existing terms till an alternate solution is available or exit management period, whichever is earlier. Before the expiry of the Exit management period, the Vendor shall deliver to the JCI or its nominated Vendor all new or updated materials from the categories set out in point (a) above, and shall not retain any copies thereof, except that the Vendor shall be permitted to retain one copy of such materials for archival purposes only.

56   Transfer of Agreements: If applicable under this agreement, on request by the JCI, the Vendor shall affect such assignments, transfers, innovations, licenses and sub-licenses in favor of the JCI or its nominated Vendor, in relation to any equipment lease, maintenance or service provision agreement between the Vendor and nominated Vendor, and which are related to the Services and reasonably necessary for the carrying out of replacement services.

> If applicable to the agreed scope of work or otherwise agreed between the parties, the JCI and its appointed nominees shall have the right of access to premises where the assets are hosted or from where Services are being provisioned.

57   Grants and Commissions: Any grant, commission, gift or advance given, promised or offered by or on behalf of the Vendor or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other contract with JCI, shall, in addition to any criminal liability which it may incur, subject the Vendor to the cancellation of this and all other contracts and also to payment of any loss or damage to JCI resulting from cancellation. JCI shall then be entitled to deduct the amounts so payable from any monies otherwise due to the Vendor under this contract.

58   No Waiver of JCI's rights and Vendor's Liabilities: Neither any payment sign-off by the JCI, nor any payment by JCI for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the JCI shall affect or prejudice the rights of the JCI against the Vendor, or relieve the Vendor of his obligations for the due performance of the contract, or create liability in JCI to pay for alterations / amendments / variations, or discharge the liability of the Vendor for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify JCI nor shall any such certificate nor the acceptance by JCI of any such paid on account or otherwise affect or prejudice the rights of the Vendor against JCI. Vendor shall ensure that necessary changes are made in the solution as approved by Director (Finance) / Managing Director or any other competent authority of the JCI, to the extent such changes are in accordance with this Agreement and RFP.

59   Protection of Work: Vendor shall have total responsibility for protecting his work till JCI finally accepts it. JCI will not entertain any claim for damage or loss to the Vendor's work and the Vendor shall be responsible for the complete restoration of the damaged work to its original condition to comply with the specifications. Should any such damage to the Vendor's work occur because of the other party not under his supervision or control, the Vendor shall make his claim directly with the party concerned. If disagreement or conflict or dispute develops between Vendor and the other party or parties concerned regarding the responsibility for damage to the JCI's work, the same shall be resolved by the Vendor directly with the party concerned. The Vendor shall not cause any delay in the repair of such damaged work because of any delay in the resolution of such disputes. The Vendor shall proceed to repair the work immediately. The Vendor shall perform his work in a manner that in no way endangers and no cause thereof will be assigned pending resolution of such dispute the operations of existing systems/records of JCI, which will have interconnections.

60   Code of Conduct:

   a) The Vendor will ensure that its employees/agents are properly trained to handle with care, their responsibilities.

   b) It is essential that the employees/agents of the Vendor shall prom action that could damage the integrity and reputation of the JCI.

   c) The Vendor and their agents will not resort to intimidation or harassment of any kind either verbal or physical against any person in performing their day-to-day activities.

61   Nature of Legal Relationship:

Contract is on principal-to-principal basis and does not create any employer-employee relationship. Vendor/Contractor shall provide the Services herein as independent contractor and nothing contained herein shall be deemed to create an association, partnership, joint venture or relationship of principal and agent or master and servant, or employer and employee between the JCI and the Vendor/ Contractor.

All persons employed by the Vendor/ Contractor shall be engaged by him as own employees in all respects, and all rights and liabilities under the Indian Factories Act, or the Workmen's Compensation Act, or Employees Provident Fund Act, and other applicable laws, in respect of all such personnel shall exclusively be that of the Bidder/ Contractor.

62 Data Protection: If applicable, Vendor shall process or arrange for processing of personal data on JCI's behalf for the purposes of delivering the Services. For such purposes Vendor shall have JCI's authority to do so in accordance with this clause. When the Vendor does so, the Vendor shall take appropriate technical and organizational measures designed to protect against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data. In particular, the Vendor shall process personal data only for the purposes contemplated by the Agreement and the Vendor shall act on the JCI's instructions only (given for such purposes), save as required by law or the order of competent court or tribunal. Vendor may also process or arrange for processing of personal data in order to support the maintenance of quality and standards in Vendor's work or to facilitate the administration of Vendor's business or to support Vendor's infrastructure. The Vendor shall answer the JCI's reasonable enquiries to enable the JCI to monitor the Vendor compliance with this clause. In this clause, personal data means any information relating to an individual. Vendor shall not sub-contract processing of personal data (unless to Vendor or other parties who are required to take equivalent measures when processing personal data) without JCI's prior written consent.

The vendor shall -
   a) comply with all applicable data protection and privacy laws;
   b) comply with all standards that relate to data protection and privacy laws and the privacy and security of personal information;
   c) refrain from any action or inaction that could cause breach of any data protection and privacy laws;
   d) do and execute, or arrange to be done and executed, each act, document and thing it deems necessary in its business judgement to keep itself compliant with the data protection and privacy laws;
   e) immediately report theft or loss of personal information to JCI.

63 Statutory Compliances: The Vendor/ Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970, the Contract Labour (Regulation and Abolition) Central Rules, 1971, the Minimum Wages Act 1948, Employee State Insurance Act, 1948, Payment of Wages Act 1936, Workman's Compensation Act 1923, The Employee's Provident Fund Act (Miscellaneous Provisions) 1952, Payment of Bonus Act 1965, Employer's Liability Act 1938, Employment of Children Act 1938; Maternity Benefit Act 1961, and/or any other rules, regulations and statutes as amended from time to time, that is and/or may be applicable to the Vendor and its employees/ personnel. JCI reserves the right to call for proof of such compliance whenever deemed necessary and the Bidder shall abide by the same. The Vendor shall be solely responsible for violation of any provisions of the aforesaid acts/ rules or any other statutory provisions and shall further keep JCI indemnified from all acts of omission, fault, breaches and/ or any claim, demand, loss, injury and expenses arising out of non-compliance of such statutory provisions. In case of Vendor's failure to fulfill any of the obligations hereunder and/ or under the said Acts/rules/regulations or any bye-laws, JCI shall be at liberty to recover the same either by deducting it from the Performance Guarantee/Security Deposit or from any other sum due from JCI to the Vendor whether under this contract or otherwise.

64 Time is of the essence: Time shall be of the essence of this contract and of each and every part thereof.

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement in duplicate on the day and year first above written.

First Party	Second Party
M/s. The Jute Corporation of India Limited	
Authorised Signatory Name:	**Authorised Signatory Name:**
Designation:	**Designation:**
Signature:	Signature:
Seal:	Seal:
WITNESS:	**WITNESS:**
Signature:	Signature:
Name:	Name:
Designation:	Designation:
Date:	Date:

The Jute Corporation of India Limited

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Schedule – I

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Design, Development and implementation of a Blockchain based e-Auction Platform in the Supply chain of Jute - Scope of Work

Scope Overview

The Jute E-Auction platform is a unified platform that brings together traders, millers, mediators, and JCI officials onto a common system for jute trading. The platform can be expanded to bring in quality certifiers and other stakeholders at a later stage. The platform will bring in the required transparency and agility in the jute sector, allow traders and millers to exchange quality goods seamlessly at competitive prices, and improve the cash flow within the ecosystem.

Broad Scope of Work

Please refer "Scope of Work" of the tender document.

The work includes:

Study, Requirement understanding and Analysis with respect to developing Online Integrated System for JCI after undertaking the study of the existing systems:

- Preliminary study for existing system of JCI.

- Requirement gathering through consultation with JCI.

- Finalization of Software and Database configuration.

- Finalization of data migration and changeover strategy for smooth changeover.

    i. Design, Development, Implementation and Maintenance of proposed online integrated system.
    ii. The system shall have options for multiple level of administrative control having varied rights for all the modules so that they are able to perform functions pertaining to their respective location/Domain as per their assigned rights
    iii. System should be robust, responsive and support at least 1000 concurrent users per instance and scalable as per need.
    iv. System front-end should initially be in english and shall have provision for easily supporting other Indian Languages (multilingual) in future, especially Hindi.
    v. Bidder shall carry out the Data migration /Porting of existing data into the new system. The format/schemes of existing data may be provided to the bidder on request.
    vi. Bidder shall get the system security and functionally audited at its own cost from STQC / CERT-In Empaneled vendors. These certificates should be remain valid till Warranty Period.
    vii. The selected bidder would be required to provide Warranty, Maintenance, and Technical Support from the date of issue of completion certificate, and Annual maintenance of system with onsite technical support as and when required. Warranty and AMC include minor additional requirements/minor changes apart from regular maintenance. The free warranty period would be of ONE year after the successful implementation of the system on production server. The successful implementation of the system means:
        a) Sign off of UAT
        b) Security Audit
        c) Functional Audit
        d) Successful Implementation on Production Server
        e) Handover of actual running software source code complete in all respects including source code of DLLs and other supporting libraries.
    viii. After expiry of warranty period, the bidder shall compulsorily offer AMC for a minimum of five years @ 8% per annum of contract value after expiry of warranty period. However, JCI may or may not award the AMC at its own sole discretion.

ix. Identify the training requirements and train the concerned JCI staff/officers for successful implementation and maintenance of the developed system. The Training shall include application, database and other related features.

x. Preparation of User, Design & Technical manuals and other documents for the developed system in an easy to understand and user-friendly language with proper Diagrams, Screen-shots and charts wherever required.

xi. The solution should organize business logic (with facility for authorised users to define, modify, add, and delete business rules from front end) and presentation logic separately while developing and implementing the proposed system, thus, restricting the database queries to be inserted inside the presentation and business logic; rather, it should be written in the Database only. Data fields' names should be self-explanatory.

Indicative Scope of Work:

The indicative scope of work regarding Design, Development, Hosting and Implementation of Online Systems of Operation Module of JCI with integrated Android based Mobile Application is specified as under:

i. Phase 1: Analysis

    a) Finalizing the detailed list of activities, scope and duration of each of the activity and detailed project plan.

    b) Study of the existing systems which includes database, features and functionality to determine precise requirements of the new system.

    c) Detailed discussions with concerned JCI officials to understand the overall objectives of the assignment.

    d) Finalization of Project Objectives/Requirements.

    e) Submission of detailed Project Proposal /Plan.

    f) Signoff on detailed project plan, activities, timelines etc. from JCI.

ii. Phase 2: Design

    a) Detailed Requirement gathering and analysis.

    b) Study and analysis of existing /Similar system and include best practices in draft design.

    c) Carry out a System Study including SOPs, guidelines, programmes, eligibility, existing systems to be replaced and with which to interact, etc. to prepare the Software Requirements Specification (SRS) and Functional Requirement Specification (FRS) document.

    d) Identification of technologies/platforms compatible with GC Cloud.

    e) Detailed High level and Low-level application designs.

    f) Information Integration and Consolidation.

    g) Client Sign-off for Requirement Analysis.

    h) Vendor shall develop appropriate screen layouts and templates for the user feedback.

    i) Approval of prototype (design interface) developed by vendor.

    j) Coordination and collection of required data from JCI.

    k) Approval on the data gathered by the client department.

    l) Proper backup policy and Disaster Recovery Management.

m) Data migration strategy.

n) Comply with the terms of application security and Auditing & Logging guidelines issued by NIC, CERT-IN and MeitY, GoI.

o) Compliance with Open Web Application Security Project (OWASP) Application Security Verification Standards and Mobile Application Security Verification Standards.

iii. Phase 3: Development

a) Coding / Temporary Demo server

b) Importing of data for testing

c) Application Development

d) Adherence to Web Application Audit/ Compliance and Approval / Security Features

e) High availability architecture with following elements:

- Load balancing and Redundancy.

- Elimination of single points of failure.

- Detection of failures as they occur.

f) Developed System Application should have multiple backend systems interfacing capabilities.

g) Rigorous testing of Developed system including Unit Testing, Integration Testing, System Testing, Functional Testing, Peak Load Testing, etc with reports.

h) Testing of developed system based upon Compliance to applicable guidelines, Assess the user objective achievement, etc.

i) Completed system components for UAT.

j) Migration of existing data for UAT.

k) UAT Sign-off by JCI.

l) Modification based upon user feedback.

m) Migration of data to production environment

n) Sign off on developed system by JCI

iv. Phase 4: Operation and Maintenance support

a) Identify and execute training requirements for successful execution of integrated system

b) Creations of necessary documents and User Manual for training

c) Support in handover of system to JCI.

d) Support on Training / Demo as and when required

e) Warranty Maintenance

f) Annual Maintenance of system

Deliverables:

1. Design, Development, Hosting and Implementation of a Blockchain based e-Auction Platform in the Supply chain of Jute, JCI has envisaged the following activities that are required to be taken up by the Bidder to achieve the objectives:

    i.   To conduct the User Requirement Study, System Requirement Study and to finalize the requirements in consultation with JCI.

    ii. Develop "Visual Prototype" and Database Design and obtain approval from JCI, Preparation and submission of SRS, FRS, SDD, etc.

    iii. Development of Online Integrated System after getting the approval of prototype system.

    iv. Testing

    The vendor shall thoroughly test the system for load, quality and performance along with proper functioning at its site before deployment of the software on production environment and submit test reports to the buyer.

    a) Final approval/User Acceptance of the system shall be given by JCI after the testing and successful implementation.

    b) The system thus developed and tested shall be hosted and maintained at GI Cloud Server by the vendor at its own cost.

    c) The vendor shall be required to provide performance tuning parameters / configuration of the Server/OS/Application Server software on which the system would be hosted for efficient working of the System.

    v.   Security Audit:

    Vendor shall get the system security audited for "Safe to Host" certification from CERT-IN/CERT-IN Empaneled vendors before deploying the system in production environment at GI Cloud. The cost of security audit certification will have to be borne by the bidder only.

    vi. Source Code, Proprietorship and Patent:

    Vendor will provide the latest and complete source code of the actual running software which can be compiled and deployed by JCI along with all the requisite software (Source Code, Libraries, and IDEs etc.). JCI will be the sole proprietor of the system developed and it's Intellectual Property Rights, and any patents arising out the work shall be of JCI, and vendor will have no claim on the same.

    vii. Deployment of System:

    Deployment shall include implementation and maintenance of the developed system.

    a) Bidder shall submit ideal minimum deployment requirements for the proposed system that will be sufficient for the smooth functioning of the system without compromising the performance.

    b) These deployment requirements should consist of minimum required virtual hardware and networking items / components that JCI needs to arrange for the successful installation and implementation of system.

    c) Deployment of required system software and application shall be done by the bidder on NIC Cloud.

    viii. Preparation of Master Data:

    The bidder shall be responsible for one time migration/porting of data from the old system as per the new design required for implementation of proposed system under the supervision of designated officers of JCI HO.

ix. Demonstration of the developed System:
   a) The bidder shall provide conduct multiple workshops to the targeted stakeholders for proper functioning and management of the system.
   1st Year – 10, 2nd & 3rd Year – 5 each, 4th, 5th, 6th Year – 2 each (26 total)
   b) The workshops shall be conducted for at least 4 hrs. in Kolkata and any district HQ of Jute growing districts.
   c) The Workshop Plan shall be mutually decided between JCI and the Bidder.
   d) During the workshop, printed multi-lingual user manuals for the system shall be prepared and provided by the successful bidder.
   e) No extra cost would be borne by JCI on account of this.

2. <u>Post Implementation Support/Warranty (Support after sign off of UAT)</u>

The Bidder shall be responsible for installation, administration and maintenance of the system for the period of Warranty after successful implementation and porting of data. The warranty period would be of ONE year after the successful implementation of the system on production server.

i. During the Warranty period, the bidder shall perform all the upgrade/new version update free of cost.

ii. The bidder shall compulsorily offer AMC for a minimum of five years @8% per annum of contract value after expiry of warranty period. However, JCI may or may not award the AMC at its own sole discretion.

Time schedule

The vendor shall strictly adhere to the time schedule furnished below and mobilize resources accordingly so as to complete the entire scope of work under this contract within the stipulated time of 7 months from the date of start of work as per intimation of JCI (to be issued by IT Department (HoD) /Project Manager, JCI)

Schedule and time line for delivery of the project:

#	Milestone	Time Allowed
1	Analysis of the Project	30 Days
2	Submission of Detailed Project Plan	
3.	Any suggestions for changes by JCI	
4.	Resubmission after modifications suggested by JCI	
5	Sign Off and acceptance by JCI	
6	Detailed Requirement gathering and analysis including Study and analysis of existing/Similar system and include best practices in draft design, carry out a System Study to prepare the SRS, including Detailed High level and Low-level application designs, Information Integration and Consolidation and submission of SRS document	60 Days
7	Client Sign-off for Requirement Analysis, preparation of data design and application architecture for the system, data migration strategy, development of appropriate screen layouts and forms for the users, approval of prototype (design interface) developed, coordination and collection of required data from JCI (design should comply with system security guidelines issued by Cert-IN, NIC, MeitY, GoI)	
8	Development of the system	120 Days

9	Hosting Staging Server, UAT, and Security Audit	45 Days
10	Hosting on the Production Server	15 Days

First Party	Second Party
M/s. The Jute Corporation of India Limited	
Authorised Signatory Name:	**Authorised Signatory Name:**
Designation:	**Designation:**
Signature:	Signature:
Seal:	Seal:
WITNESS:	**WITNESS:**
Signature:	Signature:
Name:	Name:
Designation:	Designation:
Date:	Date:

Schedule – II

Service Levels

The Vendor shall be bound by the Service Levels described in this document for Design, Development, Implementation and Maintenance of a Blockchain based e-Auction Platform in the Supply chain of Jute to be provided as a part of this Project.

The SLAs for system availability and performance are as mentioned below:

S.No	Metric	Hours Availability (calendar year format)	Baseline Performance	Details	Penalty (to be reviewed on Quarterly basis)	Monitoring Mechanism
1.	System Availability- Uptime availability of systems including all associated services.	24 X 7 X 52	99.90%	Measured Daily | Calculated Monthly	Drop from 99.90% to 99.00% will impose a penalty of 1% of Quarterly Payment. For every further drop of 1% in the uptime, the penalty amount will be doubled. The penalty amount will be capped at a maximum of 10% of TCO.	EMS
2.	Average response time- This is the time taken from submission of any request by end-user – to - response of the request to the end-user	24 X 7 X 52	Average response time < 2 sec	Sample each event averaged for half hour | Measured daily | Calculated monthly	1% of Quarterly Payment. For every further delay of 1 second in the response time, the penalty amount will be doubled. The penalty amount will be capped at a maximum of 10% of TCO.	Vendor to Provide
3.	No. of security breaches	24 X 7 X 52	0 Security breach	Measured daily | Reported monthly	As per clause 10.13 - Liquidated Damages	EMS
4.	System Backup	24 X 7 X 52	0 Data loss	Measured daily | Reported monthly	10% of Quarterly Payment.	EMS
5.	Page Transition (page to page)	24 X 7 X 52	Less than 2 seconds	Measured daily average| Reported monthly	1% of Quarterly Payment. For every further delay of 1 second in the response time, the penalty amount will be doubled. The penalty amount will be capped	Vendor to Provide

S.No	Metric	Hours Availability (calendar year format)	Baseline Performance	Details	Penalty (to be reviewed on Quarterly basis)	Monitoring Mechanism
					at a maximum of 10% of TCO.	
6.	Hardware average daily utilization levels should be less than 80%. (CPU, Memory, Cache, Hard Disk, NIC cards) excluding EOD / BOD processing time (Batch processing)	24 X 7 X 52	99.90%	Sampled every 1 minute and averaged for half an hour.	From 99.90% to 99.00% drop – 10% of the Quarterly payment For every further 0.01% drop in Service Level the penalty amount will be doubled.	EMS

The SLAs for Issue Resolution are as mentioned below:

Following is the matrix for classification and SLAs pertaining to issue resolution:

Level	Function/Technology	Response & Resolution Time
Critical	Any problem due to which the entire system is inoperable.	Within 2 hours
Key	Any problem due to which the system is not entirely down, but some functionality is, and no workaround for it is available.	Within 4 hours
Significant	Any incident due to which some functionality is down, but for which a (for the Company) acceptable workaround has been provided	Within 6 hours
Minor	• Others • Enhancements	Within 8 hours

Penalty Computation:

Sl. No.	Service Measure	Restoration Time	Penalty Charges (Rs. / Incident)
1.	Support for Critical Level	Within 2 hours	NIL
		Within 4 hours	2,000
		Within 6 hours	5,000
		Above 6 hours	10,000
2.	Support for Key Level	Within 4 hours	NIL
		Within 6 hours	2,000
		Within 8 hours	5,000
		Above 8 hours	10,000
3.	Support for Significant Level	Within 6 hours	NIL
		Within 8 hours	2,000

		Within 12 hours	5,000
		Above 12 hours	10,000
4.	Support for Minor Level	Within 8 hours	NIL
		Within 10 hours	2,000
		Within 16 hours	4,000
		Above 16 hours	5,000

Escalation Hierarchy and Matrix

The escalation hierarchy for JCI will be jointly decided by JCI and the vendor once the vendor is on boarded. Indicative escalation hierarchy for the vendor is illustrated below in the table. The vendor will propose the exact escalation hierarchy once on-boarded. The vendor shall provide a detailed Organizational chart along with work profile and contact details for escalation matrix.

Incident to be reported within (if unresolved)	Vendor Personnel
2 hours	Vendor Engineer
4 hours	Vendor Project Manager
8 hours	Vendor Project Director
16 hours	Vendor Delivery Head
24 hours	Vendor Country Manager
36 hours	Vendor Country Manager
48 hours	Vendor Regional Head

Service Level Availability is to be measured and reported on a monthly basis by the vendor and will be validated by JCI to its satisfaction. Solution availability monitoring will be on basis of solution process availability to the end user and not only on OS availability wherever technically feasible.

Note: Vendor shall not be penalized for those service level breaches that occur due to any reason (beyond the control of the vendor). However, vendor is required to maintain a log of such events and also inform the JCI about any such event.

JCI shall reserve the right to perform root cause analysis (RCA) by its internal team(s) or engage external parties to perform the same. Vendor shall cooperate with the team performing the procedures. Decision taken by bank for RCA performed shall be final.

The amount of penalty shall be deducted from any amount relating to services payable by the JCI. If amount penalty exceeds the amount payable by the JCI and the deficient amount is not deposited, the Performance Bank Guarantee may be invoked to recover the above amount of penalty.

Service Levels during implementation

1. JCI and Vendor shall mutually agree on service levels during Implementation phase.
2. Service Level shall be measured after a stabilization period of 30 days from effective date of contractual obligation and continuously improved during the interim period till implementation of the services is over.
3. Service Levels shall be reviewed at least once every quarter during the period of contract and may be added/ deleted/ changed by JCI as a result of such review or any new business/ IT services requirements.

Showstopper issues pertaining to software need to be addressed as an exigency and a Root Cause Analysis (RCA) shall be provided within 30 minutes and a workaround or a solution in 2 hours. This is to ensure that OBC can function normally without impacting the business to a large extent.

Overall Liability of the Vendor

The Vendor's aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to 10% of the TCO. The Vendor's liability in case of claims against JCI resulting from willful misconduct or gross negligence of the Vendor, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other intellectual property rights, breach of confidentiality, or violation of any legal, regulatory, statutory obligations shall be unlimited.

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement in duplicate on the day and year first above written.

First Party	Second Party
M/s. The Jute Corporation of India Limited	
Authorised Signatory Name:	**Authorised Signatory Name:**
Designation:	**Designation:**
Signature:	Signature:
Seal:	Seal:
WITNESS:	**WITNESS:**
Signature:	Signature:
Name:	Name:
Designation:	Designation:
Date:	Date:

Schedule - III
Cost of Implementation and Payment Terms

Payment Terms
Payment of Development Fees

One time development fees
- o 20% on submission of SRS Document and its acceptance by JCI
- o 30% on acceptance of UAT by JCI
- o 40% on submission of successful audit certificates with a validity covering Warranty Period
- o 10% after 3 months of Go Live and production Hosting Information, SSL Certificate etc.

Annual operations & maintenance and cloud infrastructure fees etc (annual after Warranty)
- o Monthly billing