



गुजरात GUJARAT

B 564220

नं०: २६२३५ अ.
तारीख: १९/०१/२००६
पक्ष: १. गुजरात नर्मदा घाटी उर्वरक लि. अहमदाबाद
२. श्री. सी. वी. वी. वी.
वार्ड: १, नर्मदा नगर, गुजरात
अहमदाबाद, गुजरात
बेनामनी सार १९८० के अंतर्गत पुराने कानून के अंतर्गत
AGREEMENT FOR E-PROCUREMENT SERVICES

This Agreement is made as of 19th January 2006, between

Gujarat Narmada Valley Fertilizers Company Limited, a public limited Company registered under the Companies Act, 1956, having its registered office at P.O. Narmadanagar, 392015, District Bharuch, and IT office at 301, 3rd Floor, GNFC Infotower, Sarkhej-Gandhinagar Highway, Bodakdev, Ahmedabad - 380054, India and hereinafter referred to as "GNFC" (which expression unless repugnant to the context shall mean and include its successors, and assigns) and

CI India Private Limited, a Company registered under the Companies Act 1956 having its registered office at D-5, Defense Colony, New Delhi - 110024 and hereinafter referred to as "CI India" (which expression unless repugnant to the context shall mean and include its successors and assigns).

Page 1 of 10
Sharma
ATTESTED AS PER DOCUMENTS & DECLARATION
PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
RESPONSIBILITY OR RISK ON THE PART OF CE.



Checked and
Declaration by the
client over
Email.
Sharma,
12/11/22.

Whereas,

GNFC has established an Infotower at Ahmedabad together with necessary infrastructure to carry out the activity of a Certifying Authority (as defined in the IT Act 2000 and the Rules and Regulations framed there under) for issuing PKI (Public Key Infrastructure) based Digital Signature Certificates (as defined in the IT Act)

GNFC issues PKI based Digital Signature Certificates to the Indian public, corporate, organizations and government institutions, departments and other government bodies etc.

GNFC has created a web portal (n)Procure under which it provides e-tendering, e-Procurement and e-Auction services.

C1 India has developed a web based procurement / tender management software application (herein after referred to as "e-Tendering Application", "TMS", "e-Procurement Application") addressing the requirements of e-tendering, e-procurement and reverse auctions. C1 India is also selling the above e-Tendering Application both as a one-time sale as well as on ASP (Application Service Provider) model, where the customer is charged as per the usage. C1 India already has various government departments and other organizations as its customers for this e-Tendering Application.

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, the Parties hereby agree as follows:

A. UNDERSTANDINGS

1. GNFC will promote the e-Tendering Application and associated services of C1 India to the customers through the GNFC's network. GNFC will be the interface to the customer and GNFC will use the e-Tendering Application for giving e-Tendering/e-Procurement solutions to the customer.
2. Exclusivity:
 - i. The Parties have entered into this exclusive strategic relationship for providing services within the state of Gujarat for Government of Gujarat, its corporations and various undertakings.. However, for all the tenders already hosted on the (n)Procure site of GNFC and for all tenders that shall be hosted on the (n)Procure site before C1 India's software goes live, GNFC shall continue to use the existing software on (n)Procure portal. All the tenders, after C1 India software goes live shall exclusively be published on the (n)Procure portal powered by C1

Page 2 of 10

ATTESTED AS PER DOCUMENTS & DECLARATION
PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
RESPONSIBILITY OR RISK ON THE PART OF CE.



B. CONFIDENTIALITY

As a condition precedent to the entering into this AGREEMENT the parties will execute a Non-Disclosure Agreement (the "NDA") as specified in Annexure A.

Neither Party shall publicly disclose information about the terms or nature of the relationship or this AGREEMENT without prior consent of the other Party, which consent shall not be unreasonably withheld.

C. TERM AND TERMINATION

1. This Agreement is valid for a period of 5 years starting from 19th January 2006 and can be renewed for a further period at mutually acceptable terms & conditions.
2. In case any party is in material breach of any terms & conditions of this agreement, then the other party shall have the right to issue a notice giving 60 days to the party in breach to rectify its breach.
3. In case the party in breach, fails to rectify its breach as per clause C(2), then the other party shall have the right to give a 90 days notice of termination to the party in breach and terminate the agreement.
4. Termination for whatever reason shall not affect a party's right to any claim arising from such other Party's breach of the Non-Disclosure Agreement herein referred to as Attachment A and claim to payments, to each other, then due and payable as specified in this AGREEMENT.

D. MISCELLANEOUS

- a. **Governing Law & Arbitration:** This AGREEMENT and the transactions contemplated hereby shall be governed by the laws of the Republic of India, without giving effect to the conflict of laws principles thereof. In the event of any dispute between the parties as to interpretation of any term herein or any other matter connected to this AGREEMENT, the same shall be submitted for arbitration by the parties to a panel of three arbitrators, of which, the parties shall each choose one arbitrator and the two arbitrators so chosen shall select a third arbitrator. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and any Rules and Schemes made there under. The venue of the Arbitration shall be **Ahmedabad, India**. Arbitration award shall be by majority. The language of arbitration shall be English.

The courts at Ahmedabad, India shall have the exclusive jurisdiction in matters related hereto.

Page 5 of 10

Thanna
ATTESTED AS PER DOCUMENTS & DECLARATION
PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
RESPONSIBILITY OR RISK ON THE PART OF CE.



- k. **Notice:** Any notice, request, demand, approval, consent or other communication provided or permitted hereunder shall be in writing and given by personal delivery or sent by registered mail or by ordinary mail, postage prepaid, or by telegram, telex, fax addressed to the party for which, it is intended at its address as follows :-

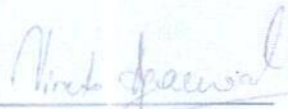
C1 India Pvt Ltd : President & COO
D-5, Defence Colony
New Delhi - 110024

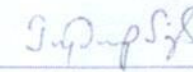
GNFC : Chief - IT
301 GNFC InfoTower
Bodakdev, Ahmedabad - 380054

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT by their duly authorized representatives as of the date first above written.


C1 India Pvt Ltd


GNFC


Name: Vivek Agarwal
Title: President & COO
Date: 19 January 2006
Place: Ahmedabad

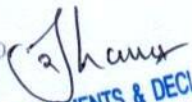

Name: Jagdeep S. Kochhar
Title: Chief - IT
Date: 19 January 2006
Place: Ahmedabad

Witness


Name: GIRIDHAR VARLIANI
Title: SR. MANAGER
Date: 19 January 2006
Place: Ahmedabad


Name: MANISH NASK
Title: SR. MANAGER
Date: 19 January 2006
Place: Ahmedabad

Page 8 of 10


ATTESTED AS PER DOCUMENTS & DECLARATION
PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
RESPONSIBILITY OR RISK ON THE PART OF CE.



Whereas,

GNFC has established an Infotower at Ahmedabad together with necessary infrastructure to carry out the activity of a Certifying Authority (as defined in the IT Act, 2000 and the Rules and Regulations framed there under) for issuing PKI (Public Key Infrastructure) based Digital Signature Certificates (as defined in the IT Act).

GNFC issues PKI based Digital Signature Certificates to the Indian public, corporate, organizations and government institutions, departments and other government bodies etc.

GNFC has created a web portal www.nprocure.com under which it provides e-tendering, e-Auction and reverse auction services. GNFC, through its (n)Code Division also provides multiple IT services and solutions, including procurement solutions to several customers throughout India.

C1 India is the leader in e-procurement solutions and has developed a web based procurement/tender management software application (herein after referred to as "e-Tendering Application", "TMS", "e-Procurement Application") addressing the requirements of e-tendering, e-procurement and reverse auctions. C1 India already has various government departments and other organizations as its customers for this e-Tendering Application.

Considering strength of each other, an agreement was entered into on 19th January, 2006 for usage of e-procurement platform of C1 India by GNFC to power its www.nprocure.com portal. The agreement was valid for a period of five years, which expired on 18th January, 2011. It was further renewed from 19th January 2011 till 18th January 2013.

During the operations and maintenance of C1 India e-procurement application in the period from 2006 to now, the application has been modified and customized to the requirements of Government of Gujarat with added processes and functionalities. GNFC has desired to own the IPR & source code for future usage exclusively by GNFC for its existing and future customers and take over the technical & operational maintenance of this application. C1 has agreed to offer this application running as is, with modifications that may be carried out during the validity

Page 2 of 18

[Handwritten signature]
[Handwritten signature]
**ATTESTED AS PER DOCUMENTS & DECLARATION
PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
RESPONSIBILITY OR RISK ON THE PART OF CE.**



of this agreement as per clause A.8, at the end of the agreement at GNFC www.nprocure.com platform on joint ownership basis.

Subsequently, discussions were held between the Parties to finalize/modify terms of earlier agreement and to sign a fresh /new agreement for availing of e-procurement solutions from C1 India by GNFC.

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, the Parties hereby agree as follows:

A. Understandings

1. This Agreement shall be valid for a period of three years and six months (3 years and 6 months) effective from 19th January 2013 till 18th July 2016.
2. The revenue share as detailed below by C1 India shall be deemed to be a consideration for transfer of IPR as provided in clause A.5.
3. Following revised revenue sharing has been agreed between GNFC and C1 India for this new Agreement :

Sr. No.	Particulars	Period	Revenue Share to C1 India
1.	GoG	a) 19/01/2013 – 18/01/2014	16.5 %
		b) 19/01/2014 – 18/01/2015	16.5 %
		c) 19/01/2015 – 18/01/2016	16.5 %
		d) 19/01/2016 – 18/07/2016	16.5 %
2.	Non- GoG	a) 19/01/2013 – 18/01/2014	27.5 %
		b) 19/01/2014 – 18/01/2015	27.5 %
		c) 19/01/2015 – 18/01/2016	22.5 %
		d) 19/01/2016 – 18/07/2016	22.5 %

Chama
ATTESTED AS PER DOCUMENTS & DECLARATION
PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
RESPONSIBILITY OR RISK ON THE PART OF CE.



C1 India will raise Invoices for respective percentage of Gross Revenue (as per Annexure-II "Commercial Terms") plus applicable Taxes.

4. During the three and a half years period of the Agreement the roles & responsibilities of both the parties and commercial terms & conditions shall be as per Annexure-I, Annexure-II and Annexure-IV attached here to.
5. At the end of 15 months starting 19th Jan 2014, Intellectual Property Rights (Joint ownership between GNFC and C1 India) of the software will get transferred to GNFC. In this 15-months period all transition activities per Annexure IV are to be completed. Post IPR transfer, GNFC and C1 India will work towards gradual ramp down of C1 India team located at Ahmedabad during the tenure of the agreement as per mutually agreed plan, details of which would be worked out later.
6. Joint IPR modalities are as mentioned below:
 - a. No stake will be claimed by either party in a competitive bidding situation on source code/IPR. Each will have their individual ownership irrespective of one another.
 - b. Both (n)Code and C1 India will own IPR independently and would be free to modify / alter / upgrade source code and add new products / modules on this Software.
 - c. If opportunity for fresh business comes in the intervening 15 months prior to IPR transfer and Source Code handover, C1 India and (n)Code to discuss jointly IPR issues (if they arise) while bidding.
7. The actual Source Code handover and Knowledge Transition will start from 1st April, 2014 as per mechanism and plan mentioned in Annexure-IV. Post IPR transfer GNFC and C1 India will start displaying their joint copyright of the application on (n)Procure portal till the end of this agreement.
8. As a part of the agreement it has been decided to place C1 India technical team at GNFC, Ahmedabad to carry out maintenance and GNFC specific customizations of the software during the period of this Agreement. C1 India has agreed to continue to place its GNFC project technical team at Ahmedabad. Similarly, GNFC shall continue to provide furnished space in their office premises for C1 India team (including technical

Page 4 of 18

Cham... *W...* *W...*
ATTESTED AS PER DOCUMENTS & DECLARATION
PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
RESPONSIBILITY OR RISK ON THE PART OF CE.



and maintenance Team to be deployed) at a monthly charge of Rs 30,000 plus service tax per month. It has been agreed between the parties that this agreement is applicable for Government of Gujarat Departments, PSUs, local bodies, all non-Government of Gujarat existing customers (list of existing customers enclosed as Annexure - III) and all other new customers added from time to time.

8. Where any customer desires any important modifications to the software, the same shall be discussed and agreed upon between the teams of GNFC and C1 India and the agreed modifications shall be carried out by C1 India for free of cost during the period of this Agreement. It is further clarified that any modifications on the software carried out on the instruction of GNFC, does not confer any licensing or ownership rights to GNFC till the time IPR rights are transferred to GNFC. Further GNFC undertakes not to do any modification, deletion and addition to the software without written consent of C1 India prior to transfer of IPRs.
9. C1 India shall be providing the e-procurement application running as is at the end of the agreement. C1 India assures that during the validity of this agreement, the software Licenses required for the operations and more specifically covered at Srl no. 16 of the Annexure 1 (for example: Operating System licenses, Data base Licenses, webserver licenses, application licenses, software licenses and any such licenses) required for carrying out e-procurement activity on www.nprocure.com, for the Primary Data Center will be provided by C1 India, with a copy of the license kept at the site till the expiry of this agreement. Post expiry of this agreement, all such applicable licenses will be procured by GNFC.
10. A comprehensive annual audit will be carried out of the e-procurement system covering application and security audit. Both the parties will fully co operate with the auditor for carrying out the audit. This audit will be carried out by either STQC (Standardized Testing and Quality Certification) India or an auditor empanelled with the office of the CERT-IN (Indian Computer Emergency Response Team), an Indian Government mandated Information Technology Security organization. The expenses for the audit will be shared in the proportion of the revenue share.

Shun *uc* *DSCH*

ATTESTED AS PER DOCUMENTS & DECLARATION
PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
RESPONSIBILITY OR RISK ON THE PART OF CE.



B. Software Maintenance and Support: (After expiry of this agreement)

If GNFC chooses to avail AMC services from C1 India for the version given for IPRs after the expiry of this agreement, C1 India shall provide the following support to GNFC as a part of its AMC obligation (on mutually agreed terms & commercials between the parties in writing before expiry of this agreement) to GNFC:

- a. Set-up an online portal (Mantis) for GNFC team to log-in bugs, errors and technical issues on which support is sought.
- b. Fixes for all the bugs and errors that are identified in the software
- c. Patches and/or version upgrades and/or new versions to address support for newer versions of browsers, windows operating system, MS SQL Database, support for newer standards for digital certificates.
- d. Any customization of the software or development of any new functionality including new versions shall be covered through the Change Request process.

Change Request Process:

- a. In case GNFC chooses to make any change in the existing functionality or wants new functionality to be developed, then the same shall be taken-up by C1 India through the change request process by providing time effort & commercial estimates.
- b. GNFC shall log a Change Request (CR) on C1 India portal providing details of the customization/development required by them. C1 India shall prepare an effort estimation and send the same to GNFC.
- c. On receiving written approval of GNFC on the effort estimation, C1 India will start the work on the CR and deliver the same to GNFC.
- d. In case any changes to the CR are desired by GNFC, the effort estimate for the same shall be revised accordingly and agreed by GNFC.
- e. The terms & commercial rates for CRs shall be decided mutually at the time of signing the AMC after expiry of this agreement.

Sharma
ATTESTED AS PER DOCUMENTS & DECLARATION
PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
RESPONSIBILITY OR RISK ON THE PART OF CE.



C. **Exclusivity**

The Parties have entered into this exclusive strategic relationship for providing services within the state of Gujarat for Government of Gujarat, its corporations and various undertakings and various other clients spread across the length and breadth of the country. All the tenders shall exclusively be published on the www.nprocure.com. C1 India and GNFC/ (n)Code hereby agree and confirm to not to compete with each other in any tender providing services agreed hereunder within the State of Gujarat/ Govt. of Gujarat, its corporations and various undertakings. In case GNFC/ (n)Code wants to participate in any tender outside the State of Gujarat within the tenure of this agreement, it will be discussed mutually between GNFC and C1 India.

After the expiry of this agreement both the parties are free to market this product under their own brand to any potential customers anywhere in the country.

D. **Exit Management:**

1. Neither Party shall have a right to terminate the Agreement during the currency of this Agreement. If any Party terminates the Agreement, the Other Party shall be indemnified against the loss of revenues that may have accrued to it, for the period for which the Agreement is terminated, being the damages to the Other Party, resulting from such termination.

E. **CONFIDENTIALITY**

The parties have already signed a Non-Disclosure Agreement (the "NDA") and the same shall remain in force during the period of this Agreement also.

Neither Party shall publicly disclose information about the terms or nature of the relationship or this AGREEMENT without prior written consent of the other Party, which consent shall not be unreasonably withheld.

F. **Intellectual Property Rights (IPR) :**

1. The intellectual property rights of the respective parties shall continue to vest with the respective owners thereof, even if disclosed to the other Party for attaining the objectives of this AGREEMENT and nothing herein shall mean nor shall be construed to mean that

Handwritten signatures

ATTESTED AS PER DOCUMENTS & DECLARATION
PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
RESPONSIBILITY OR RISK ON THE PART OF CE.



they are at any time assigned, licensed or otherwise alienated to the other Party, nor the other Party shall be entitled to claim any right, title or interest therein, at any time.

2. GNFC (which expression shall mean & include its subsidiary companies and sister concerns for this clause) agrees and acknowledges that C1 India has sufficient experience and knowledge base on e-procurement/e-tendering software. C1 India's e-procurement/e-tendering software has special features & functionalities namely, "Form Configuration" and "Workflow Engine" on which it has applied for parent rights. GNFC agrees not to use C 1 India software in isolation till the transfer of IPRs to GNFC.

G. **Miscellaneous:**

1. Any functionality which is included in the original GR of Government of Gujarat dated Nov 22, 2006, and which is not present in the e-tendering software of C1 India shall be developed/customized by C1 India in case such functionality is insisted upon by the Government of Gujarat to be rolled out by GNFC in the e-tendering application.
2. It is agreed between the parties that the parties shall not either directly or indirectly solicit or hire employees of each other for a period of 1(one) year from the date of expiry/ termination of this Agreement, except through prior written consent of the other party.
3. For providing the ASP services and implementation of the Application, C1 India employees may have to work under GNFC guidance and from within GNFC premises. Under no circumstances these employees shall claim any employment with GNFC under this agreement.
4. Each party shall indemnify the other and hold it harmless from any loss, claim or damage to person or tangible property arising out of use or possession of the products or related materials within the scope of this agreement, or other acts by a party pursuant to this agreement, to the extent that such loss, claim or damage was caused by the willful fault of the other party or its employee or representatives. In any case C1 India's exposure & liability will not be larger than its share of revenue during the period of the contract.
5. C1 undertakes to abide by the provisions of IT Act, 2000 (as amended from time to time) and specifically indemnifies GNFC against any breach of Intellectual Property Violations on account of usage of its software by GNFC prior to transfer of IPRs (As joint ownership) to GNFC.

Page 8 of 18

Channa
ATTESTED AS PER DOCUMENTS & DECLARATION
PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
RESPONSIBILITY OR RISK ON THE PART OF CE.



6. **Governing Law & Arbitration:** This AGREEMENT and the transactions contemplated hereby shall be governed by the laws of the Republic of India, without giving effect to the conflict of laws principles thereof. In the event of any dispute between the parties as to interpretation of any term herein or any other matter connected to this AGREEMENT, the same shall be submitted for arbitration by the parties to a panel of three arbitrators, of which, the parties shall each choose one arbitrator and the two arbitrators so chosen shall select a third arbitrator. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and any Rules and Schemes made there under.
7. The venue of the Arbitration shall be Ahmedabad, India. Arbitration award shall be by majority. The language of arbitration shall be English. The courts at Ahmedabad, India shall have the exclusive jurisdiction in matters related hereto.
8. **Waivers and Amendments:** The terms and provisions of this Agreement may be waived or consent for the departure there from granted only by written document executed by the Party against whom enforcement of such waiver or consent is sought. This AGREEMENT may be amended or supplemented only by written document that make specific reference to the AGREEMENT and which is signed by the Party against which enforcement of any such amendment or supplement is sought.
9. **Assignment:** The right and obligations under this AGREEMENT may not be assigned by either Party hereto without the prior written consent of the other Party.
10. **Counterparts:** This AGREEMENT is executed in two counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same document.
11. **Relationship:** This AGREEMENT does not create any joint venture, partnership, principal relationship, master-servant relationship or any other relationship between the parties hereto. During the course of the operations under this AGREEMENT if the terms "partner" or "partnership" are used to describe the relationship between the Parties, each Party shall be clear that those terms refer only to the spirit of cooperation that exists between the Parties and do not describe or create a legal partnership or any responsibility by one for the obligations or liabilities of the other.
12. To exploit the relationship to its fullest for the benefit of both the parties, C1 India shall provide necessary orientation, on an ongoing basis, to GNFC employees to enable them to efficiently interface with their client while making pitch for e-procurement services during the period of the agreement. The cost of lodging, boarding, and traveling, if any,

Thume *WCA*

ATTESTED AS PER DOCUMENTS & DECLARATION
PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
RESPONSIBILITY OR RISK ON THE PART OF CE.



for GNFC employees who may undergo such orientation programme shall be borne by GNFC.

13. Non exclusivity: Nothing in this AGREEMENT shall mean nor shall be construed to mean that either party is precluded from entering into any arrangement with any third party for same or similar purpose, for customers outside the state of Gujarat, provided the parties hereto shall not disclose the confidential information of the other Party to such third Party.
14. Liability: Neither Party shall be liable to the Party for any indirect, incidental, consequential or special damages arising out of the performance or non-performance of the terms hereunder
15. Force Majeure: If at any time during the continuance of the Agreement, the performance in whole or in part by either party or any obligation, under this Agreement shall be prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, or acts of God (hereinafter referred to as events) provided notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof. Neither party shall by reason of such events, be entitled to terminate this Agreement nor shall either party have any claim for damages or any relief against the other in respect of such non-performance or delay in performance and deliveries under the Agreement shall be resumed as soon as practicable after such event has come to an end or ceased to exist, provided further that if the performance in whole or part of any obligation under this Agreement is prevented or delayed by reason of any such event for a period exceeding 90 days, both parties shall consult each other regarding the termination of the Agreement on agreed equitable terms or otherwise device further course of action.
16. Each party shall bear its costs and losses arising out or on account of such force majeure.
17. Costs: Each Party will bear its own legal costs, other expenses incurred with respect to the negotiation, preparation and execution of this AGREEMENT and related transaction documents.
18. Notice: Any notice, request, demand, approval, consent or other communication provided or permitted hereunder shall be in writing and given by personal delivery or

[Handwritten signature]

Page 10 of 18

[Handwritten signature]

ATTESTED AS PER DOCUMENTS & DECLARATION
PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
RESPONSIBILITY OR RISK ON THE PART OF CE.



sent by registered post or by telegram, telex, fax addressed to the party for which, it is intended at its address as follows:

C1 India Pvt. Ltd: Director
C-104, Sector-2
Noida - 201301 (U.P)

GNFC : Executive Director
301 GNFC Info Tower
Bodakdev, Ahmedabad-380054

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT by their duly authorized representatives as of the date first above written.

GNFC Ltd.

Name: J. C. BHARTI
Title: Executive Director
Date: 27/3/2014



C1 India Pvt. Ltd

Name: UMESH RANJAN
Title: CEO & Director
Date: 27/03/2014



Witnesses:

Name: (R. B. Pandey)
Title: CEO & RBP
Date: 27/3/2014

(Signature)

Name: IRSHAD RANA
Title: AVP-IMPLEMENTATION (W&D)
Date: 22/03/2014

(Signature)

Name: R. A. SHAH
Title: Executive Director
Date: 27/3/2014

(Signature)

Name:
Title:
Date:

&
CFO
27/3/2014 *(Signature)*

ATTESTED AS PER DOCUMENTS & DECLARATION
PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
RESPONSIBILITY OR RISK ON THE PART OF CE.



Annexure-1

Roles & Responsibilities of the Parties

Sr. No.	Roles & Responsibilities	GNFC	C1 India
1.	Marketing & Promotion of e-Tendering Services	•	
2.	Management of Hardware	•	
3.	Management and maintenance of Operating System (OS, Web Server)	•	
4.	Management of System Software (Database Server, Application Server)		•
5.	Data Centre & Hosting of the solution	•	
6.	PKI and Digital Certificates	•	
7.	e-Tendering/e-Procurement Application		•
8.	Project Management	•	
9.	Implementation of the e-procurement software	•	
10.	Customization of the e-procurement software		•
11.	User & Supplier Training & Helpdesk	•	
12.	Invoicing & Payment collection	•	
13.	Training facilities & infrastructure	•	
14.	Ongoing training to GNFC Personnel for the e-Tendering Application		•
15.	Procurement of hardware as required (Servers, Backup devices, Network devices, etc.)	•	

Shankar
ATTESTED AS PER DOCUMENTS & DECLARATION
PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
RESPONSIBILITY OR RISK ON THE PART OF CE.



16.	Procurement of Software (Operating System, Database Server, Application Server, etc.) at production site till the expiry of this agreement.		•
17.	Application Audit	•	•
18.	IPR Transfer (Joint Ownership between C1 India and GNFC) and Source Code Handover	•	

Handwritten signatures and initials

Sharma
 ATTESTED AS PER DOCUMENTS & DECLARATION
 PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
 RESPONSIBILITY OR RISK ON THE PART OF CE.



Annexure-II

Commercial Terms & Conditions

A. Revenue Share Between GNFC and C1 India:

Following revenue sharing has been agreed between GNFC and C1 India for the period of the contract extension:

Sr. No.	Particulars	Period	Revenue Share to C1 India
1.	GoG	a) 19/01/2013 – 18/01/2014	16.5 %
		b) 19/01/2014 – 18/01/2015	16.5 %
		c) 19/01/2015 – 18/01/2016	16.5 %
		d) 19/01/2016 – 18/07/2016	16.5 %
2.	Non- GoG	a) 19/01/2013 – 18/01/2014	27.5 %
		b) 19/01/2014 – 18/01/2015	27.5 %
		c) 19/01/2015 – 18/01/2016	22.5 %
		d) 19/01/2016 – 18/07/2016	22.5 %

B. Charges applicable to Buyers & Suppliers:

The rates being charged by GNFC for providing e-procurement services to Government customers and vendors are as per mentioned terms and conditions in PO issued by (n)Procure customers:

The current charges applicable to Buyers & Suppliers:

1. Transaction charge of Rs. 3,750 per tender upto 10 line items without online pre-qualification (Rs. 5,000 for a tender with line items more than 10) and Rs. 5,000 for a tender with upto 10 line items with online pre-qualification (Rs. 7,500 for a tender with line items more than 10), payable by buying department/ corporation.

ATTESTED AS PER DOCUMENTS & DECLARATION
PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
RESPONSIBILITY OR RISK ON THE PART OF CE.



2. Support Charge: Currently vendors/ Suppliers are being charged Rs. 3,500/- as support and training charges for one year.

Both the parties agree that the rates are subject to revision based on market condition and such revisions will be mutually discussed and agreed in writing between GNFC and C1 India before being given effect.

Payment Terms & Conditions:

1. GNFC shall be responsible for invoicing and collecting payments from the departments.
2. C1 India shall raise the invoice for its share of revenue on GNFC within 7 days after the end of the month in which service is rendered.
3. GNFC shall make payment to C1 India, of its share of revenues, within 60 days of the end of the month in which service is rendered.

[Handwritten signature]

[Handwritten signature]
ATTESTED AS PER DOCUMENTS & DECLARATION
PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
RESPONSIBILITY OR RISK ON THE PART OF CE.



Annexure-III

List of Existing Customers (Non GoG) as at 18 January 2013

-
1. KRIBHCO
 2. Projects and Development India Ltd.
 3. Kandia Port Trust
 4. Punjab State Power Corporation Ltd.
 5. Punjab State Transmission Corporation Ltd.
 6. Mazagaon Dock Limited
 7. Union Territory (UT) of Daman & Diu
 8. Union Territory (UT) of Dadra and Nagar Haveli
 9. Omni Bus Industrial Development Corporation
-

[Handwritten signature] *[Handwritten signature]*

[Handwritten signature]
ATTESTED AS PER DOCUMENTS & DECLARATION
PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
RESPONSIBILITY OR RISK ON THE PART OF CE.



Annexure-IV

A. SOURCE CODE HANDOVER MECHANISM

1. Actual Source Code handover and KT (Knowledge Transfer) will start from 1st April 2014.
2. C1 India to develop the KT plan for Source Code Handover.
3. (n)Code and C1 India to identify team for Knowledge Transfer (KT) of the application and related processes.
4. Current version of e-Procurement software along with all modules, components and documentation should be shared with the (n)Code team

For this process, broadly the following activities (not limited to) will be carried out from 1st April 2014 to 18th April 2015:

Sr. No	Activity	Details
1	Formation of teams from C1 India & (n)Code for SW handover / process	<ul style="list-style-type: none"> • (n)Code S/W team will accept deliverables • Knowledge transfer from C1 India
2	Deliverables and Documents	<ol style="list-style-type: none"> 1. System Requirement Specification <ol style="list-style-type: none"> a. Use Cases b. UML Diagrams c. Business Process Flows d. Functional and Technical Requirements Specification 2. System Design Specification <ol style="list-style-type: none"> a. User Interface Design b. Database Design and Model c. Modules and their interfaces d. Business Rules and Validations 3. System Architecture 4. Source code with documentation 5. Standards used for coding 6. Installation Manual 7. Complete User / Operating Manual 8. Details of the Software and Hardware

Page 17 of 18

ATTESTED AS PER DOCUMENTS & DECLARATION
PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
RESPONSIBILITY OR RISK ON THE PART OF CE.



		platforms 9. User Acceptance Test details (Test cases with Test execution details, Sample Test data and expected / actual test Results) 10. Test Automation Framework 11. Performance test / load test details 12. Details on any Performance / Capacity issues 13. Backup / Restore mechanism, operations 14. DR site operations 15. Software Licenses 16. Details of Past Support issues along with root cause and resolution steps 17. Any other important points / notes / issues
3	Any other requirement identified at the time of actual handover	

5. STQC certification should be obtained prior to software handover to GNFC for current version of www.nprocure.com. The expenses for the audit will be shared between C1 India and GNFC in the proportion of the revenue share.

6. Source Code understanding and design verification

During handover phase, C1 India will hand-over the source code with documentation to (n)Code/ GNFC's team to compile the source code for verification, validation of the version and integrity of the software. C1 India also shall provide the details of the software architecture and design (including Database design) to (n)Code/ GNFC's team.

B. SOURCE CODE HANDOVER PLAN

1. Handover activity will start from 1st April 2014 in following phases

a) Knowledge Transition (3 month)

i. Classroom training / Discussion (1 month)

ii. Study of current version of Deliverables (2 months)

b) Shadow support of C1 India platform by (n)Code core team. C1 India to be primary support

c) Primary support by (n)Code team. Shadow support by C1 India up to 18-Jul-2016.

2. (n)Code Project Manager and C1 India Project Manager will jointly publish weekly progress report of the transition activity.

Page 18 of 18

ATTESTED AS PER DOCUMENTS & DECLARATION
PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
RESPONSIBILITY OR RISK ON THE PART OF CE.





गुजरात गुजरात GUJARAT

नं. 98587

तारीख : 11 MAR 2016

नाम : (n)Code Solutions

3rd Floor, GNFC Info Tower,

S. G. Highway, Bodakdev,

Ahmedabad - 380 054

डि. ए. सी. कोटरीया

ए. नं. रो. नं. 434, गुजरात

वेनारनी खडी.....

AU 262104

AGREEMENT FOR e-PROCUREMENT SERVICES

This Agreement is made on 29th of June, 2016 at Ahmedabad.

By and Between

(n)Code Solutions, a Division of Gujarat Narmada Valley Fertilizers & Chemicals Limited, a public limited Company registered under the Companies Act, 1956, having its registered office at P O. Narmadanagar, 392015, District Bharuch, Gujarat and its IT office at 403, 4th Floor, GNFC Infotower, Sarkhej-Gandhinagar Highway, Bodakdev, Ahmedabad-380054, Gujarat, India and hereinafter referred to as "(n)Code" (which expression unless repugnant to the context shall mean and include its successors, and assigns) of the ONE PART

And

CI India Private Limited, a Company registered under the Companies Act, 1956 having its registered office at D-5, 3rd Floor, Defence Colony, New Delhi - 110024 and corporate office at Plot No. 301, 1st Floor, Udyog Vihar Phase-2, Gurgaon, Haryana 122015 and hereinafter referred to as "CI India" (which expression unless repugnant to the context shall mean and include its successors, and assigns) of the OTHER PART

ATTESTED AS PER DOCUMENTS & DECLARATION
PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
RESPONSIBILITY OR RISK ON THE PART OF CE.



Page 1 of 19

Checked original documents.
Callan
12/11/22

(n)Code and C1 India are, hereinafter, collectively referred to as the "Parties" and individually referred to as a "Party"

Whereas,

(n)Code Solutions is an IT division of GNFC at GNFC Infotower, Ahmedabad. (n)Code has Datacenter and other IT infrastructure to carry out the activity of a Certifying Authority (as per IT Act, 2000 and the Rules and Regulations) for issuing PKI (Public Key Infrastructure) based Digital Signature Certificates (as defined in the IT Act) and to provide e-Procurement services.

(n)Code issues PKI based Digital Signature Certificates to the Indian public, corporate, organizations and government institutions, departments and other government bodies etc.

(n)Code has created a web portal www.nprocure.com under which it provides e-tendering, e-Auction and reverse auction services. (n)Code also provides IT security services and solutions, including procurement solutions, Timestamping, e-Sign, e-Security solutions, e-Surveillance, IT/ERP Consultancy, Datacenter creation across India.

C1 India is one of the leader in e-procurement solutions and has developed a web based procurement/tender management software application (herein after referred to as "e-Tendering Application", "TMS", "e-Procurement Application") addressing the requirements of e-tendering, e-procurement and reverse auctions. C1 India already has various government departments and other organizations as its customers for their e-Tendering Application.

Considering strength of each other, an agreement was entered into on 19th January, 2006 for usage of e-procurement platform of C1 India by (n)Code to power its www.nprocure.com portal. The agreement was valid for a period of five years, which expired on 18th January, 2011. It was further renewed from 19th January 2011 till 18th January 2013. The current agreement was made on 27th March, 2014 which is valid for the period of three years and six months (effective from 19th January 2013 to 18th July, 2016) and the same will expire on 18th July, 2016.

Gundhari
Chang
ATTESTED AS PER DOCUMENTS & DECLARATION
PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
RESPONSIBILITY OR RISK ON THE PART OF CE.



During the operations and maintenance of C1 India e-procurement application since 2006, the application has been modified and customized to the requirements of Government of Gujarat with added processes and functionalities. (n)Code has desired that C1 India should create new software version using latest technology and with new features and provide the same to (n)Code. Such new software should also be certified by STQC. (n)Code has also desired to own the IPR & source code for future usage exclusively by (n)Code for its customers and take over the technical & operational maintenance of this application at the end of 5 years as per this agreement, i.e on 18.07.2021. C1 has agreed:

1. To offer new version of the application to run at (n)Code portal www.nprocure.com on joint ownership basis, with modification that may be carried out during the validity of this agreement as per Clause A.9.
2. To transfer source code ownership with IPR of the application on and from 19.07.2021.

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, the Parties hereby agree as follows:

A. Understandings of Procurement Application Software and Services

1. This Agreement shall be valid for a period of Five years (5 years) effective from 19th July 2016 till 18th July 2021.
2. Following has been agreed between (n)Code and C1 India for this new Agreement (taxes will be additional and at actual) :
i) Revised revenue Sharing:

Srl	Particulars	Period	Revenue Share to C1 India
1.	GoG	a) 19/07/2016 – 18/07/2017	15.00 %
		b) 19/07/2017 – 18/07/2018	13.50 %
		c) 19/07/2018 – 18/07/2019	12.00 %
		d) 19/07/2019 – 18/07/2020	10.50 %
		e) 19/07/2020 – 18/07/2021	09.00 %
2.	Non- GoG	19/07/2016 – 18/07/2021	22.50%

ATTESTED AS PER DOCUMENTS & DECLARATION
PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
RESPONSIBILITY OR RISK ON THE PART OF CE.



ii) New Software version development Charges to be paid from 19.07.2016 to 18.07.2021 an amount of Rs. 300 lacs plus Taxes.

C1 India will raise Invoices for respective percentage charges of Gross Revenue (as per Annexure-II "Commercial Terms") plus applicable Taxes.

3. C1 will provide new application software version by Sep 30, 2016 for existing e-procurement services, using latest technology platform of open source and customized the same for GOG as per existing features and add new features, like browser independence and compliant with CVC guidelines. The new software will also be integrated for e-Tenders and e-Auctions. STQC certification shall also be provided within 3 months of going live with new version.
4. During the five years period of this Agreement the roles & responsibilities of both the parties and commercial terms & conditions shall be as per Annexure-I, Annexure-II, Annexure-III and Annexure-IV attached here to.
5. At the end of 60 months starting 19th July 2016, C1 India shall transfer Intellectual Property Rights (Joint ownership between (n)Code and C1 India) of the software to (n)Code. In this 60 months period all transition activities as per Annexure IV are to be completed. Post IPR transfer, (n)Code and C1 India will work towards gradual ramp down of C1 India team located at Ahmedabad during the tenure of the agreement as per mutually agreed plan, details of which would be worked out later.
6. Joint IPR modalities are as mentioned below:
 - a. No stake will be claimed by either party in a competitive bidding situation on source code/IPR. Each party will have their individual ownership irrespective of one another.
 - b. Both (n)Code and C1 India will own IPR independently and would be free to modify / alter / upgrade / lease / sale / source code and add new products / modules in their respective Software versions.
 - c. If opportunity for fresh business comes in the intervening 60 months prior to IPR transfer and Source Code handover, C1 India and (n)Code to discuss jointly IPR issues (if they arise) while bidding.

Page 4 of 19

Ahmed
ATTESTED AS PER DOCUMENTS & DECLARATION
PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
RESPONSIBILITY OR RISK ON THE PART OF CE.



7. Pending IPR transfer (n)Code and C1 India will start displaying their joint copyright of the application on (n)Procure portal till the end of this agreement.
8. As a part of the agreement it has been decided to place C1 India technical team at GNFC Infotower, Ahmedabad to carry out maintenance and (n)Code specific customizations of the software during the period of this Agreement. C1 India has agreed to continue to place its (n)Code project technical team at Ahmedabad. Similarly, (n)Code shall continue to provide furnished space in their office premises for C1 India team (including technical and maintenance Team to be deployed) at a monthly charge of Rs 30,000 plus service tax per month. It has been agreed between the parties that this agreement is applicable for Government of Gujarat Departments, PSUs, local bodies, all non-Government of Gujarat existing customers (list of existing customers enclosed as Annexure - III) and all other new customers added from time to time.
9. Where any customer desires any important modifications to the software, the same shall be discussed and agreed upon between the teams of (n)Code and C1 India and the agreed modifications shall be carried out by C1 India for free of cost during the period of this Agreement. It is further clarified that any modifications on the software carried out on the instruction of (n)Code, does not confer any licensing or ownership rights to (n)Code till the time IPR rights are transferred to (n)Code. Further (n)Code undertakes not to do any modification, deletion and addition to the software without written consent of C1 India prior to transfer of IPRs.
10. C1 India shall be responsible and providing the e-procurement application running as required till the end of the agreement. C1 India assures that during the validity of this agreement, the software Licenses required for the operations and more specifically covered at Srl no. 16 of the Annexure I (for example: Operating System licenses, Data base Licenses, webserver licenses, application licenses, software licenses and any such licenses) required for carrying out e-procurement activity on www.nprocure.com, for the Primary Data Center will be provided by C1 India, with a copy of the license kept at the site till the expiry of this agreement. Post expiry of this agreement, all such applicable licenses will be procured by (n)Code from the market.

Handwritten signature
ATTESTED AS PER DOCUMENTS & DECLARATION
PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
RESPONSIBILITY OR RISK ON THE PART OF CE.



11. A comprehensive annual audit will be carried out of the e-procurement system covering application and security audit. Both the parties will fully cooperate with the auditor for carrying out the audit. This audit will be carried out by either STQC (Standardized Testing and Quality Certification) India or an auditor empanelled with the office of the CERT-IN (Indian Computer Emergency Response Team), an Indian Government mandated Information Technology Security organization. The expenses for the audit will be shared in the proportion of the revenue share.

12. Exclusivity :

The Parties have entered into this exclusive strategic relationship for providing services within the state of Gujarat for Government of Gujarat, its corporations and various undertakings and various other clients spread across the length and breadth of the country. All the tenders shall exclusively be published on the www.nprocure.com. C1 India and (n)Code hereby agree and confirm to not to compete with each other in any tender providing services agreed hereunder within the State of Gujarat/ Govt. of Gujarat, its corporations and various undertakings. In case (n)Code wants to participate in any tender outside the State of Gujarat within the tenure of this agreement, it will be discussed mutually between (n)Code and C1 India.

After the expiry of this agreement both the parties are free to market this product under their own brand to any potential customers anywhere in the country considering:

1. C1 will not market to on-going customers of (n)Code at the end of this agreement for atleast 3 years, unless written permission is received from (n)Code.
2. (n)Code will not market to on-going customers of C1 India at the end of this agreement for atleast 3 years, unless written consent is received from C1 India.

Signature
**ATTESTED AS PER DOCUMENTS & DECLARATION
PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
RESPONSIBILITY OR RISK ON THE PART OF CE.**



13. Exit Management:

Neither Party shall have a right to terminate the Agreement during the currency of this Agreement. If any Party terminates the Agreement, the Other Party shall be indemnified against the loss of revenues that may have accrued to it, for the balance period for which the Agreement is terminated, being the damages to the Other Party, resulting from such termination.

B. Software Maintenance and Support: (After expiry of this agreement)

1. If (n)Code chooses to avail AMC services from C1 India for the software application version given to (n)Code with IPRs at the end of this agreement, C1 India shall provide the following support to (n)Code as a part of its AMC obligation (on mutually agreed terms & commercials between the parties in writing before expiry of this agreement) to (n)Code:
 - a. Provide coordinator or contact details of support manager for (n)Code team to report bugs, errors and technical issues on which support is sought.
 - b. Fixes for all the bugs and errors that are identified in the software
 - c. Patches and/or version upgrades and/or new versions to address support for newer versions of browsers, windows operating system, Database, support for newer standards for digital certificates as per IT Act and Browsers.
 - d. Any customization of the software or development of any new functionality including new versions shall be covered through the Change Request process.
2. Change Request Process:
 - a. In case (n)Code chooses to make any change in the existing functionality or wants new functionality to be developed, then the same shall be taken-up by C1 India through the change request process by providing time effort & commercial estimates.

Signature
ATTESTED AS PER DOCUMENTS & DECLARATION
PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
RESPONSIBILITY OR RISK ON THE PART OF CE.



- b. (n)Code shall log a Change Request (CR) on C1 India portal providing details of the customization/development required by them. C1 India shall prepare an effort estimation and send the same to (n)Code.
- c. On receiving written approval of (n)Code on the effort estimation, C1 India will start the work on the CR and deliver the same to (n)Code.

C. CONFIDENTIALITY

The parties have already signed a Non-Disclosure Agreement (the "NDA") and the same shall remain in force during the period of this Agreement also.

Neither Party shall publicly disclose information about the terms or nature of the relationship or this AGREEMENT without prior written consent of the other Party, which consent shall not be unreasonably withheld.

D. Intellectual Property Rights:

1. The intellectual property rights of the respective parties shall continue to vest with the respective owners thereof, even if disclosed to the other Party for attaining the objectives of this AGREEMENT and nothing herein shall mean nor shall be construed to mean that they are at any time assigned, licensed or otherwise alienated to the other Party, nor the other Party shall be entitled to claim any right, title or interest therein, at any time.
2. (n)Code (which expression shall mean & include its subsidiary companies and sister concerns for this clause) agrees and acknowledges that C1 India has sufficient experience and knowledge base on e-procurement/e-tendering software. C1 India's e-procurement/e-tendering software has special features & functionalities namely, "Form Configuration" and "Workflow Engine" on which it has applied for parent rights. (n)Code agrees not to use C-1 India software in isolation till the transfer of IPRs to (n)Code.

[Signature]
[Signature]
**ATTESTED AS PER DOCUMENTS & DECLARATION
PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
RESPONSIBILITY OR RISK ON THE PART OF CE.**



E. **Miscellaneous:**

1. Any functionality which is included in the original GR of Government of Gujarat dated Nov 22, 2006, changes proposed by GOG and which is not present in the existing/ new e-tendering software of C1 India (e.g Catalogue Management, Contract Management, e-payment & MIS) shall be developed/customized by C1 India in case such functionality is insisted upon by the Government of Gujarat to be rolled out by (n)Code in the e-tendering application.
2. It is agreed between the Parties that the Parties shall not either directly or indirectly solicit or hire employees of each other for a period of 1(one) year from the date of expiry/ termination of this Agreement , except through prior written consent of the other Party.
3. For providing the ASP services and implementation of the Application, C1 India employees may have to work under (n)Code guidance and from within (n)Code premises. Under no circumstances these employees shall claim any employment with (n)Code under this agreement.
4. Each Party shall indemnify the other and hold it harmless from any loss, claim or damage to person or tangible property arising out of use or possession of the products or related materials within the scope of this agreement, or other acts by a Party pursuant to this agreement, to the extent that such loss, claim or damage was caused by the willful fault of the other Party or its employee or representatives. In any case C1 India's exposure & liability will not be larger than its share of revenue during the period of the contract.
5. C1 undertakes to abide by the provisions of IT Act, 2000 (as amended from time to time) and specifically indemnifies (n)Code against any breach of Intellectual Property Violations on account of usage of its software by (n)Code prior to transfer of IPRs (As joint ownership) to (n)Code.
6. **Governing Law & Arbitration:** This Agreement and the transactions contemplated hereby shall be governed by the laws of the Republic of India, without giving effect to the conflict of laws principles thereof. In the event of any dispute between the Parties as to interpretation of any term herein or any other matter connected to this Agreement, the same shall be submitted for arbitration by the Parties to a panel of three arbitrators, of

ATTESTED AS PER DOCUMENTS & DECLARATION
PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
RESPONSIBILITY OR RISK ON THE PART OF CE.



which, the Parties shall each choose one arbitrator and the two arbitrators so chosen shall select a third arbitrator. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and any Rules and Schemes made there under.

7. The Seat of the Arbitration shall be Ahmedabad, India. Arbitration award shall be by majority. The language of arbitration shall be English. The courts at Ahmedabad, India shall have the exclusive jurisdiction in matters related hereto.
8. Waivers and Amendments: The terms and provisions of this Agreement may be waived or consent for the departure there from granted only by written document executed by the Party against whom enforcement of such waiver or consent is sought. This Agreement may be amended or supplemented only by written document that make specific reference to the Agreement and which is signed by the Party against which enforcement of any such amendment or supplement is sought.
9. Assignment: The right and obligations under this AGREEMENT may not be assigned by either Party hereto without the prior written consent of the other Party.
10. Counterparts: This Agreement is executed in two counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same document.
11. Relationship: This Agreement does not create any joint venture, partnership, principal relationship, master-servant relationship or any other relationship between the Parties hereto. During the course of the operations under this AGREEMENT if the terms "partner" or "partnership" are used to describe the relationship between the Parties, each Party shall be clear that those terms refer only to the spirit of cooperation that exists between the Parties and do not describe or create a legal partnership or any responsibility by one for the obligations or liabilities of the other.
12. To exploit the relationship to its fullest for the benefit of both the Parties, C1 India shall provide necessary orientation, on an ongoing basis, to (n)Code employees to enable them to efficiently interface with their client while making pitch for e-procurement services during the period of the agreement. The cost of lodging, boarding, and traveling, if any, for (n)Code employees who may undergo such orientation program shall be borne by (n)Code.
13. Non exclusivity: Nothing in this Agreement shall mean nor shall be construed to mean that either Party is precluded from entering into any arrangement with any third party for same or similar purpose, for customers outside the state of Gujarat, provided the Parties

[Signature]
[Signature]
**ATTESTED AS PER DOCUMENTS & DECLARATION
PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
RESPONSIBILITY OR RISK ON THE PART OF CE.**



hereto shall not disclose the confidential information of the other Party to such third Party.

14. Liability: Neither Party shall be liable to the Party for any indirect, incidental, consequential or special damages arising out of the performance or non-performance of the terms hereunder.
15. Force Majeure: If at any time during the continuance of the Agreement, the performance in whole or in part by either Party or any obligation, under this Agreement shall be prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, or acts of God (hereinafter referred to as events) provided notice of the happening of any such event is given by either Party to the other within 21 days from the date of occurrence thereof. Neither Party shall by reason of such events, be entitled to terminate this Agreement nor shall either Party have any claim for damages or any relief against the other in respect of such non-performance or delay in performance and deliveries under the Agreement shall be resumed as soon as practicable after such event has come to an end or ceased to exist, provided further that if the performance in whole or part of any obligation under this Agreement is prevented or delayed by reason of any such event for a period exceeding 90 days, both Parties shall consult each other regarding the termination of the Agreement on agreed equitable terms or otherwise device further course of action.
16. Each Party shall bear its costs and losses arising out or on account of such force majeure.
17. Costs: Each Party will bear its own legal costs, other expenses incurred with respect to the negotiation, preparation and execution of this Agreement and related transaction documents.
18. Notice: Any notice, request, demand, approval, consent or other communication provided or permitted hereunder shall be in writing and given by personal delivery or sent by registered post or by telegram, telex, fax addressed to the Party for which, it is intended at its address as follows:

ATTESTED AS PER DOCUMENTS & DECLARATION
PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
RESPONSIBILITY OR RISK ON THE PART OF CE.



C1 India Pvt. Ltd

: Umesh Ranjan – Director & CEO

Plot No. 301, 1st Floor,

Udyog Vihar Phase 2,

Gurgaon, Haryana - 122015

(n)Code Solutions

: Girdhar Varliani - GM

403 GNFC Info Tower, S G Highway,

Bodakdev, Ahmedabad-380054

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT by their duly authorized representatives as of the date first above written.

(n)Code Solutions-

A Div of GNFC Ltd

Name: Girdhar Varliani

Title: GENERAL MANAGER

Date: 2-7-2016

C1 India Pvt. Ltd

Name: UMESH RANJAN

Title: Director & CEO

Date: 04/07/2016

Witnesses:

Name: V C Bhatt

Title: ACM (VCB)

Date: 2/7/16

Name:

Title: Sr. Manager

Date: 04/07/2016

Name:

Title:

Date:

VIMAL PUROTHIT

ACM (VPP)

2/7/2016

Name:

Title: VP- Technical

Date: 04/07/2016

ATTESTED AS PER DOCUMENTS & DECLARATION
PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
RESPONSIBILITY OR RISK ON THE PART OF CE.



Annexure-1

Roles & Responsibilities of the Parties

Srl	Roles & Responsibilities	(n)Code	C1 India
1.	Marketing & Promotion of e-Tendering Services	•	•
2.	Management of Hardware	•	
3.	Management and maintenance of Operating System (OS, Web Server)	•	•
4.	Management of System Software (Database Server, Application Server)		•
5.	Data Centre & Hosting of the solution	•	
6.	PKI and Digital Certificates	•	
7.	e-Tendering/e-Procurement Application		•
8.	Project Management	•	
9.	Implementation of the e-procurement software	•	•
10.	Customization of the e-procurement software		•
11.	User & Supplier Training & Helpdesk	•	
12.	Invoicing & Payment collection	•	
13.	Training facilities & infrastructure	•	
14.	Ongoing training to (n)Code Personnel for the e-Tendering Application		•
15.	Procurement of hardware as required (Servers, Storage, Backup devices, Network devices, Bandwidth, etc.)	•	

Sharma
ATTESTED AS PER DOCUMENTS & DECLARATION
PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
RESPONSIBILITY OR RISK ON THE PART OF CE.



16.	Procurement of Software (Operating System, Database for Server, Application platform for Server, etc.) at production site till the expiry of this agreement.		•
17.	Application Audit / STQC / Certification	•	•
18.	IPR Transfer (Joint Ownership between C1 India and (n)Code) and Source Code Handover	•	•

187



187

Sharma

ATTESTED AS PER DOCUMENTS & DECLARATION
PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
RESPONSIBILITY OR RISK ON THE PART OF CE.



Annexure-II

Commercial Terms & Conditions:

A. Revenue Sharing Between (n)Code and C1 India:

Revenue sharing has been considered on successful events of e-Tender / e- Auction conducted through C1's e-procurement application and for support charges charged to bidders / vendors to participate for such events (Tenders/Auctions).

Following revenue sharing has been agreed between (n)Code and C1 India for the period of this agreement:

Srl	Particulars	Period	Revenue Share to C1 India
1.	GoG	a) 19/07/2016 – 18/07/2017	15.00 %
		b) 19/07/2017 – 18/07/2018	13.50 %
		c) 19/07/2018 – 18/07/2019	12.00 %
		d) 19/07/2019 – 18/07/2020	10.50 %
		e) 19/07/2020 – 18/07/2021	09.00 %
2.	Non- GoG	19/07/2016 – 18/07/2021	22.50 %
3.	New S/w Development Charges	19/07/2016 – 18/07/2021	Rs. 300 lacs

For New software version development, a fixed application charge of Rs. 300 lacs. plus applicable taxes, shall be payable to C1 India over 60 equal monthly installments of Rs. 5 lac each [payable at the end of every month] during five year period of Agreement.

B. Charges applicable to Buyers & Suppliers:

The rates being charged by (n)Code for providing e-procurement services to Government customers and vendors will be as per mentioned terms and conditions in PO issued by (n)Procure customers.

The current charges applicable to Buyers & Suppliers are:

ATTESTED AS PER DOCUMENTS & DECLARATION
PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
RESPONSIBILITY OR RISK ON THE PART OF CE.



1. Transaction charge of Rs. 3,750 per tender upto 10 line items without online pre-qualification (Rs. 5,000 for a tender with line items more than 10) and Rs. 5,000 for a tender with upto 10 line items with online pre-qualification (Rs. 7,500 for a tender with line items more than 10). payable by buying department/ corporation.
2. Support Charge: Currently Vendors/ Suppliers are being charged Rs. 3,500/- as support and training charges for one year.
3. Service Tax is additional and extra.
4. Any other Government tax or duties which might be introduced during the tenure of the agreement shall be additional and extra.

Both the parties agree that the rates are subject to revision based on market condition and such revisions will be mutually discussed and agreed in writing between (n)Code and C1 India before being given its effect.

C. Payment Terms & Conditions:

1. (n)Code shall be responsible for invoicing and collecting payments from the customers.
2. C1 India shall raise the invoice for its share of revenues on (n)Code within 7 days after the end of the month in which service is rendered.
3. (n)Code shall make payment to C1 India, of its share of revenues, within 60 days from the end of the month in which service is rendered.



ATTESTED AS PER DOCUMENTS & DECLARATION
PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
RESPONSIBILITY OR RISK ON THE PART OF CE.



Annexure-III

List of Existing Customers (Non GoG) as at 29th June 2016

-
1. Kandla Port Trust
 2. Punjab State Power Corporation Ltd.
 3. Punjab State Transmission Corporation Ltd.
 4. Union Territory (UT) of Daman & Diu
 5. Union Territory (UT) of Dadra and Nagar Haveli
 6. Omni Bus Industrial Development Corporation
 7. Rajkot Nagarik Sahkari Bank Ltd.
-



by

Chamra

ATTESTED AS PER DOCUMENTS & DECLARATION
PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
RESPONSIBILITY OR RISK ON THE PART OF CE.

Page 17 of 19



Annexure-IV

A. SOURCE CODE HANDOVER MECHANISM from C1 India to (n)Code

1. Actual Source Code handover and KT (Knowledge Transfer) will start from 1st April 2020.
2. C1 India to develop the KT plan for Source Code Handover.
3. (n)Code and C1 India to identify team for Knowledge Transfer (KT) of the application and related processes.
4. Latest e-Procurement application software version in use at the time of handing over to (n)Code along with all modules, components and documentation should be shared with the (n)Code team.

Following activities (not limited to) will be carried out from 1st April 2020 to 31st March 2021:

Sr. No	Activity	Details
1	Formation of teams from C1 India & (n)Code for S/W handover / process	<ul style="list-style-type: none">• (n)Code S/W team will accept deliverables• Knowledge transfer from C1 India
2	Deliverables and Documents	<ol style="list-style-type: none">1. System Requirement Specification<ol style="list-style-type: none">a. Use Casesb. UML Diagramsc. Business Process Flowsd. Functional and Technical Requirements Specification2. System Design Specification<ol style="list-style-type: none">a. User Interface Designb. Database Design and Modelc. Modules and their interfacesd. Business Rules and Validations3. System Architecture4. Source code with documentation5. Standards used for coding6. Installation Manual7. Complete User / Operating Manual8. Details of the Software and Hardware platforms9. User Acceptance Test details (Test cases with Test

Page 18 of 19

ATTESTED AS PER DOCUMENTS & DECLARATION
PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
RESPONSIBILITY OR RISK ON THE PART OF CE.



		<p>execution details, Sample Test data and expected / actual test Results)</p> <p>10. Test Automation Framework</p> <p>11. Performance test / load test details</p> <p>12. Details on any Performance / Capacity issues</p> <p>13. Backup / Restore mechanism, operations</p> <p>14. DR site operations</p> <p>15. Software Licenses</p> <p>16. Details of Past Support issues along with root cause and resolution steps</p> <p>17. Any other important points / notes / issues</p>
3	Any other requirement identified at the time of actual handover	

5. Re-certification from STQC should be obtained prior to software handover to (n)Code for the version of www.nprocure.com in use in 2020-2021. (The expenses for the audit will be shared between C1 India and (n)Code in the proportion of the revenue share in such year).

6. Source Code understanding and design verification

During handover phase, C1 India will hand-over the source code with documentation to (n)Code team to compile the source code for verification, validation of the version and integrity of the software. C1 India also shall provide the details of the software architecture and design (including Database design) to (n)Code team.

B. SOURCE CODE HANDOVER PLAN

1. Handover activity will start from 1st April 2020 in following phases.
 - a) Knowledge Transition (2 to 3 months)
 - i. Classroom training / Discussion (1 month)
 - ii. Study of latest version of Deliverables (2 months)
 - b) Shadow support of C1 India platform by (n)Code core team. C1 India to be primary support.
 - c) Primary support by (n)Code team. Shadow support by C1 India up to 18-Jul-2021
2. (n)Code Project Manager and C1 India Project Manager will jointly publish weekly progress report of the transition activity.

ATTESTED AS PER DOCUMENTS & DECLARATION
PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
RESPONSIBILITY OR RISK ON THE PART OF CE.



Date: 16/09/2021

To whomsoever it may Concern

Reference:

- Agreement dated: 19th Jan 2006,
- Agreement dated: 27th March 2014
- Agreement dated: 25th June 2016

We **M/s GNFC** hereby certify that **M/s C1 India Pvt. Ltd** has successfully implemented e-tendering and e-Auctioning services since Jan 2006 as an application services provider.

This is further to certify that C1 India Pvt. Ltd has successfully implemented following integration.


- E-tendering portal integration with Central Public Procurement Portal of NIC by using bulk XML route for Publishing of tender and corrigendum and award of contract.
- Payment Gateway Integration for Vendor Registration.
- SAP ERP integration (Including SAP ECC 6.0)

Also providing e-Procurement support to GNFC and bidders from their Ahmedabad Office.

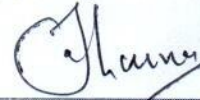
C1 India Pvt Ltd
304, GNFC Infotower,
3rd Floor, Nr. Grand Bhagwati,
Bokadev S.G. Highway Road,
Ahmedabad - 380054
Gujarat, India

Project start date: 09/01/2006 and project is still in continuation

Thanking You,
For, IT Division of GNFC Limited

Authorized Signatory


Checked for authenticity via
Email from GNFC.

 12/11/2022

A CMMI - SVC Level 5, ISO/IEC 27001:2013, ISO 9001:2015, ISO/IEC 20000-1:2011 Certified Organization

Registered Office :
P.O.: Narmadanagar - 392 015.
District: Bharuch, Gujarat, India.
Ph : (02642) 247002

Gujarat Narmada Valley Fertilizers & Chemicals Limited
IT Division Office :
14th Floor, Tower One, 304, Zee Tech City,
Gujarat, Gandhinagar, Ahmedabad - 380015.
Ph : +91 - 79 - 4000 7300 / 410

(n)Procure Office :
304, 3rd Floor, GNFC Info Tower,
Bodakdev, Ahmedabad - 380054. Gujarat, India.
Ph : +91 - 79 - 4000 7300 / 410

ATTESTED AS PER DOCUMENTS & DECLARATION
PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
RESPONSIBILITY OR RISK ON THE PART OF CE.



Total No. of tenders as per GNFC{n(Procure)} Portal in last 7 years is more than 26727. PFB the screenshots as per portal.

View Tender Summary

Note: All Dates are in dd/mm/yyyy hr:min as per Indian Standard Time (IST)

TOTAL ESTIMATED COST (INR): 353657302429.4
thirty five thousand three hundred sixty five crores seventy three lacs two thousand four hundred twenty nine point forty only

Tender List

Goto Page : Go

IFB / Tender Notice No.	Tender ID	Department	Name of Work	Tender Type	Tender Publishing Date	Tender Status	NIT Details	ECV (INR)	Bid Evaluation Details	PreBid Report	Approval Comments
SCADL_EOI_22-23_01	564230	AHMEDABAD MUNICIPAL CORPORATION- SMART CITY AHMEDABAD DEVELOPMENT LIMITED	EOI for Operation and Maintenance of Safe & Secure Ahmedabad (SASA) project with Integrated Command Control Centre, Edge Devices and Software ICCC and City Wide Connectivity Network for ICCC	Open	05/11/2022 13:19:14	UNDER BID SUBMISSION PROCESS		0			
SCADL_EOI_22-23_01	564229	AHMEDABAD MUNICIPAL CORPORATION- SMART CITY AHMEDABAD DEVELOPMENT LIMITED	EOI for Operation and Maintenance of Safe & Secure Ahmedabad (SASA) project with Integrated Command Control Centre, Edge	Open		Tender Under Creation		0			

SCADL_EOI_22-23_02	564218	AHMEDABAD MUNICIPAL CORPORATION- SMART CITY AHMEDABAD DEVELOPMENT LIMITED	SELECTING SERVICE PROVIDERS FOR OPERATING PUBLIC BIKE SHARE SYSTEM IN AHMEDABAD CITY	Open	05/11/2022 11:53:31	UNDER BID SUBMISSION PROCESS		0			
60 (3) /2022-23	564117	AHMEDABAD MUNICIPAL CORPORATION- WATER PRODUCTION DEPARTMENT	Annual Rate Contract for Purchase of SCHIEFER Make different types of Spare Parts like M.C.B., M.C. C.B., Capacitor etc for Dusheswar Water Works of Water Production Department of Ahmedabad Municipal Corporation. Within limit of Rs 13.00 Lacs	Open	04/11/2022 11:36:29	UNDER BID SUBMISSION PROCESS		1000000			
60 (2) /2022-23	564104	AHMEDABAD MUNICIPAL CORPORATION- WATER PRODUCTION DEPARTMENT	Annual Rate Contract for Purchase of ABB Make different types of Spare Parts like M.C.B., CONTACTOR etc for Dusheswar Water Works of Water Production Department of Ahmedabad Municipal Corporation. Within limit of Rs 10.00 Lacs	Open	04/11/2022 11:19:09	UNDER BID SUBMISSION PROCESS		1000000			
60 (1) /2022-23	564103	AHMEDABAD MUNICIPAL CORPORATION- WATER PRODUCTION DEPARTMENT	S.I.T.C. of ABB make Soft starter and its different Spare Parts at different Water Pumping Station of Dusheswar Water Works of Water Production Department AMC	Open	04/11/2022 11:00:12	UNDER BID SUBMISSION PROCESS		1000000			

ATTESTED AS PER DOCUMENTS & DECLARATION
PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
RESPONSIBILITY OR RISK ON THE PART OF CE.



https://www.nprocure.com/view/tender_summary.asp

Welcome to nProcure Tender...

File Edit View Favorites Tools Help

This page can't be displayed. Web Site Gallery Suggested Sites

23/2022-23	563601	MUNICIPAL CORPORATION- MUNICIPAL CENTRAL STORE	D.I.Pipes- 300 mtr (With Rubber Ring) Confirming to IS-8329/-000 bearing 1st Mark and Sulfate for Push on Joints.	Open	02/11/2022 15:58:13	UNDER BID SUBMISSION PROCESS	7124400	--		
24/2022-23	563600	AHMEDABAD MUNICIPAL CORPORATION- MUNICIPAL CENTRAL STORE	C.I Extra Heavy Duty (EHU-35) Square type Machinehole Frame for Round Cover.	Open	02/11/2022 15:44:39	UNDER BID SUBMISSION PROCESS	19500000	--		
2022-2023	563555	AHMEDABAD MUNICIPAL CORPORATION-LIGHT DEPARTMENT	Comprehensive Maintenance Contract for 2 years for various Airconditioners, Water coolers, Water Purifiers and Refrigerators at diff. premises of East Zone of A/MC.	Open	02/11/2022 13:19:02	UNDER BID SUBMISSION PROCESS	2320000	--		
58 (2022-23)	563354	AHMEDABAD MUNICIPAL CORPORATION- ENGINEERING WATER PROJECT	Construction of New Water Distribution Station with Pump house in C Ward in Kuberanagar ward of North Zone under water project Division of Ahmedabad Municipal Corporation.	Open	01/11/2022 16:17:38	UNDER BID SUBMISSION PROCESS	24999549.17	--		

1 2 3 4 5 6 7 8 9 10

No. of records : 26727 [2228 Pages]

125%

02:13 PM 07/11/2022

International Tender details with Multicurrency Option

https://www.nprocure.com/view/tender_full.asp

Welcome to nProcure Tender...

File Edit View Favorites Tools Help

This page can't be displayed. Web Site Gallery Suggested Sites

Current Tender Details

IFB / Tender Notice No : PWD-1920-00341

Tender ID: 365337

Name of Work : Supply, Installation and Commissioning of Vacuum Oven at ERDA, Makarpura.

ECV (INR): 1200000.00

Last Date & Time For Submission of Bid: 18/07/2019 17:45:00

Type Of Tender: open

Supply, Installation and Commissioning of Vacuum Oven : 1 : Nos

Unit Price

Get Ranking

Requirement	ATMIL LTD. [EUR] [AMIL]
Supply, Installation and Commissioning of Vacuum Oven : 1 : Nos	
--Unit Price	13435
--Taxes and duties (GST) (Kindly mention the percentage)	0
--Total Cost	13435
--Currency	EURO
Accessories if any Additional Aluminium thermo-seal : 1 : SET/NOIS	
--Unit Price	602
--Taxes and duties (GST) (Kindly mention the percentage)	0
--Total Cost	602
--Currency	EURO
ROW 3	
--Unit Price	
--Taxes and duties (GST) (Kindly mention the percentage)	
--Total Cost	14037
--Currency	

125%

02:13 PM 07/11/2022

ATTESTED AS PER DOCUMENTS & DECLARATION
PRESENTED BEFORE OR WITHOUT ASSIGNING ANY
RESPONSIBILITY OR RISK ON THE PART OF CE.



