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(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.

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C1 India
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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%

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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.

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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.

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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.

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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.

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- 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 patent rights. (n)Code agrees not to use C-1 India software in isolation till the transfer of IPRs to (n)Code.

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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

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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

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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 devise 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:

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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 PURCHIT

ACM (VPP)

2/7/2016

Name:

Title:

Date:

Sandeep Kumar

VP - Technical

04/07/2016

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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.)	•	

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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	•	•

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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:

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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.



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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.
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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

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		<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.

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