

ANNEXURE 4 - PART II

SOFTWARE AGREEMENT

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SCHEDULES

I	SCOPE OF THE PROJECT
II	SOFTWARE DEVELOPMENT WORK
III	CHARGES AND TERMS OF PAYMENT
IV	USER AND COMPANY PROJECT COORDINATORS

1. DEFINITIONS

The following words and expressions as mentioned in this agreement shall have the following meaning:

1.1. Application Software

This shall mean the Application Software system as listed in **Schedule I and Schedule II** to be developed and implemented by Company for Customer.

1.2. Company

The person, or persons, or organisation, that develop the application software and which is a Party to this Agreement.

1.3. Customer

The person, or persons, or organisation, that pay for the product and usually (but not necessary) decide the requirements.

1.4. Equipment

This shall mean computer hardware products and associated operating systems software described in a Supplementary Document and on which the Application Software will operate.

1.5. Full Software Maintenance Agreement

This is a separate contract whereby the Company agrees to maintain the Application Software on the following conditions-

(a) the carrying out of preventive and curative maintenance as well as mandatory engineering changes and making **any** modification requested by User provided that the total work does not exceed [12] person-months; and

(b) such conditions as may be agreed by the Company and the Customer.

1.6. Normal Software Maintenance Agreement

This is a separate contract whereby Company agrees to maintain the Application Software on the following conditions -

(a) the provision of preventive and curative maintenance services, mandatory engineering changes as specified in the maintenance contract. The latter will also cover the supply of an aggregate number of work/person hours as specified therein, during the currency of the

contractual period for the purposes of carrying out enhancements upon request for same by the Customer; and

(b) such conditions as may be agreed by the Company and the Customer.

1.7. Software Design Descriptions

This shall mean the technical documentation as included in the Supplementary Documents that will enable the Company to develop the Application Software.

1.8. Software Requirements Specifications

This shall mean the exact requirements of the Customer as accepted by letter pursuant to this Agreement and which shall constitute one of the Supplementary Documents.

1.9. Supplementary Documents

This shall mean the various documents that shall be delivered by either Party to this Agreement as the project progresses.

1.10. User

The person, persons, or organisation, that with the express or implied authorisation of the Customer, operate or interact directly with the product. User and Customer may at times be the same person(s).

2. TERMS OF AGREEMENT

This Agreement shall be effective when signed by both parties and shall remain valid, subject to performance in accordance with the obligations by both the parties.

3. PROJECT PROGRESS MONITORING

A Project Progress Monitoring Committee shall be set up to participate in the planning process, to monitor the project and to ensure adequate User commitment. Senior management personnel from User department, Company and the Central Informatics Bureau shall form part of the Committee. Additional members may co-opt onto the Committee as and when required. The meeting shall be held monthly and may be more frequent as the project progresses.

4. ACCEPTANCE OF THE SOFTWARE REQUIREMENTS SPECIFICATIONS

- a) Within thirty (30) days of submission of the Software Requirements Specifications document by Company, the Customer shall either certify in writing to Company that the Software Requirements Specifications are accepted or submit in writing any addition and/or modification to the Software Requirements Specifications.
- b) Upon acceptance by the parties, the Software Requirements Specifications as added to or modified shall be final and shall supersede all other definitions or descriptions of the Application Software. The Customer shall certify in writing to the Company of its acceptance of the final Software Requirements Specifications.

5. FURTHER CHANGES TO SOFTWARE REQUIREMENTS SPECIFICATIONS

After acceptance by the Customer of the Software Requirements Specifications as specified in **Clause 4** above, any addition, modification or change to the specifications set forth therein requested by the User shall first be submitted in writing to the Company by Customer. Within thirty (30) days of receipt of any such request, Company shall reply setting forth the effect, if any, on the Implementation Schedule, the performance of the Application Software, the charges and its payment. In the event that Customer notifies Company within thirty (30) days of receipt from Company of such reply of its desire that such additions, modifications or changes be implemented, this Agreement shall be deemed to be amended to reflect any change to the Implementation Schedule and to the charges with such additions, modifications or changes.

6. APPLICATION AND USE

- a) The Application Software or any portion thereof under development shall be used by Customer on the equipment to be identified in the Supplementary Documents and to be located at the business premises of User. The use of the Application Software may be transferred to another equipment at the same location or such other locations as may be agreed between Customer and the Company if considered desirable, for example, if the designated equipment is inoperative.

- b) Company shall replicate the Application Software if requested by the Customer. However, Customer shall have to pay for the implementation costs involved. Any customisation will attract additional charges and Company will accordingly inform Customer of the costs. The Customer will have to accept payment of the additional charges before Company proceeds with the work.

7. CHARGES AND TERMS OF PAYMENT

The Customer shall make payment to Company for the development of the Application Software in the amount and at such times as set forth in **Schedule III** attached hereto. At such times Company shall present an invoice to the Customer, and payment shall be made within 45 days of receipt thereof.

8. CUSTOMER OBLIGATIONS

In addition to providing the Company with such information as may be required by the Company in order to develop and implement the Application Software the Customer and/or the User shall-

- i) provide the Company with specific and detailed information concerning the Customer's/User's work flow, procedures and transaction volumes as they relate to the use of the Application Software;
- ii) install and maintain at the location the hardware with operating systems software to be specified in the Supplementary Documents in which the Application Software will be implemented;
- iii) set up, format, and make available to Company the files and tables to be specified in the Supplementary Documents;
- iv) make available to Company such personnel of the User (or an independent Consultant, if so requested by the Customer) for testing the Application Software and training users of the Application Software details of which shall be given in the Supplementary Documents;
- v) convert existing manual data files, if any, as may be required to interface with the Application Software; however, Company will convert existing electronic data provided they are in ASCII format;

- vi) prepare and provide complete and comprehensive Acceptance Test data for testing the Application Software to be ready prior to the commencement of the demonstration of the Application Software in a format and media required for direct input into the equipment;
- vii) in general, provide all information and access to key User's personnel needed to develop and implement the Application Software;
- viii) make available to the Company, for the Company's use in fulfillment of this Agreement desk and conventional office facilities for location of employees of Company.
- ix) procure and maintain licences of third-party software on which performance of the application might depend. Company shall provide to Customer in writing a list of such third-party software accordingly.
- x) obtain from data subjects concerned and for the benefit of the Company any required consent to disclose personal data relating to such data subjects as might be required in law or otherwise.

9. DELIVERY

The Application Software, a copy of the source code, software listings and all other information (on whatever media) relating to the Application Software, together with complete documentation as specified in **Clause 13** below shall be delivered at the premises specified by Customer and/or User not later than the date to be specified in the Implementation Schedule of the Supplementary Documents.

10. APPLICATION SOFTWARE DEMONSTRATION

Upon the completion of development of the Application Software, Company and the User shall agree a suitable date for demonstration. Thereafter, the Application Software shall be subject to a demonstration at User's premises. The purpose of such demonstration shall be to demonstrate to User's satisfaction that the Application Software has been completed and is capable of performing in accordance with the Software Requirements Specifications. The designated representatives of User shall

be entitled to observe and participate in the conduct of the demonstration. The demonstration shall consist of the execution of such series of tasks and verification procedures, sufficiently rigorous to prove that the Application Software meets the User's requirements to its satisfaction. Such demonstration shall be according to the test plan to be specified in the Supplementary Documents and using test data provided by User and prepared by Company in volume and kind as to be specified in the Supplementary Documents for a period of thirty (30) days to demonstrate that the Application Software has been completed and is capable of performing in accordance with the Software Requirements Specifications. On successful completion of the demonstration of the Application Software Company shall deliver the Application Software to User as specified in **Clause 9** above.

11. ACCEPTANCE TEST

Not later than the dates to be specified in the Implementation Schedule of the Supplementary Documents Company shall implement the Application Software on User's equipment and Company shall certify in writing to User that the Application Software is ready for acceptance test. Prior to the acceptance test, Company shall provide training to those who will perform the test. The acceptance test shall be carried out by User with the help of Company and/or by an independent consultant (if so requested by the Customer). The purpose of the acceptance test shall be to find errors in the system. Company shall give User reasonable notice prior to the commencement of the acceptance test. The tests shall consist of the execution of such series of tasks and verification procedures, according to the test methodology specified in the Supplementary Documents and using test data provided by User and prepared by Company in volume and kind as to be specified in the Acceptance Test Plan of the Supplementary Documents. On successful completion of the acceptance test of the Application Software, the User shall certify to Company that the Application Software is accepted. Certification by User that the Application Software is accepted or in the absence of such certification the failure of User to provide within 30 days with a written description of bonafide defects, shall constitute completion of acceptance test and the Application Software shall be deemed to have been accepted by User.

12. WARRANTY

- a) The Company warrants to the Customer that the Application Software supplied to and accepted by the User shall-
 - (i) be entirely suitable for the User's requirements;
 - (ii) as far as reasonably practicable and having regard to the professionalism that is commonly expected from IT professionals, be free from defects; and
 - (iii) substantially conform to the Software Requirements Specifications referred in paragraph 1.8 above.
- b) The warranty set forth above shall be applicable in respect of the Application Software for a period of one (1) year following the acceptance thereof by User.
- c) During the period of applicability of the foregoing warranty Company shall forthwith provide, at no charge to User, corrections, modifications or additions to the Application Software where User notifies Company in writing any errors, omissions, deficiencies or inconsistencies in the Application Software and which are within the scope of the Software Requirements Specifications. User shall assist Company in identifying the circumstances in which such errors, omissions, deficiencies or inconsistencies are discovered. Company's sole obligation under this warranty is to respond to User's request within 4 hours of the request during normal office hours (8.45 a.m. - 4 p.m.) and to remedy such defect within a reasonable time (within a day for bugs that are critical to the application and within at most five working days for bugs that are non-critical to the application). This warranty shall cover all labour, replacement software, delivery, testing and related expenses.
- d) In addition to all other warranties contained therein or implied by law, the Company warrants that it has the skill and expertise to enter into this Agreement.

13. DOCUMENTATION

- a) Company shall provide User with the documents specified in the Supplementary Documents at the specified period.
- b) Customer and/or User shall have the right to reproduce all the documentation provided by Company to User hereunder for its own use.

14. TRAINING AND INSTALLATION SUPPORT

In addition to the development and licensing of the Application Software, as provided herein, Company will provide the co-operation and support necessary to successfully implement the Application Software on User's equipment and perform the acceptance test. The details of technical support and adequate training including duration, type and contents of training, number and profile of participants shall be defined in the Supplementary Documents.

15. CONFIDENTIALITY

Company and/or its staff shall treat all information that they might come across in the course of their work in strict confidentiality, failing which they may be liable to damages.

Neither of the parties shall divulge to any person or use for any purpose (except for those persons whose province it is to know it or with proper authority and except for those purposes expressly provided for under this Agreement) any of the trade secrets or confidential information or any financial or trading information relating to the other party or the project generally. Each of the parties shall endeavour to prevent its employees from doing anything that, if done by that party, would be a breach of the present clause. This restriction shall continue to apply after the termination of the present agreement but shall not apply to information trade secrets or information which:

- (i) is to be disclosed as a legal compliance requirement; or
- (ii) is already in the public domain otherwise than through unauthorized disclosure.

16. RESERVATION OF RIGHTS

- a) The Government of Mauritius shall be the sole copyright owner of the Application Software, including all documentation, flowcharts, drawings, specifications, manuals and other data which are created as a result of this Agreement. The Company shall not during or at any time after the completion, expiry or termination of this Agreement in any way question or dispute the ownership by the Customer thereof.

- b) The Company shall only hold a copy of such documentation, flowcharts, drawings, specifications, manuals and such source and object code together with the necessary listings and documentation relating thereto for support purposes and shall, if so instructed by the Customer in writing, destroy forthwith its copy of such information, source and object code together with all related listings and documentation.
- c) Notwithstanding paragraphs (b) and (c) above, the Company shall, for all projects for various Government Departments and Ministries of the Government of Mauritius, have the right to-
 - i) use in any way it considers fit any or all programs or any part of program(s), documentation, programming tools, skill, techniques and sub-routines acquired, developed and used in the design, development and implementation of the Application Software.
 - ii) copy, vary, alter, modify, enhance, delete, adapt, add, rectify all or any of the program(s) or any part of program(s) documentation of the Application Software in any manner directly or indirectly, without any claim for any compensation from Customer against Company.
- d) The Company shall not, in its dealings with any body or organisation other than the Government of Mauritius make use of Application Software which is in use in the Government except with the prior authorisation from the Government, and no such authorisation shall in any case be given in respect of sensitive or confidential software applications.

17. COPYRIGHT AND OTHER PROPRIETARY RIGHTS INDEMNITY

- a) Company warrants that the Application Software furnished by it under this Agreement do not infringe upon or violate any copyright or any other proprietary right of any third party, and is otherwise subject to applicable copyright laws of the country.
- b) Company expressly saves and holds Customer harmless from any and all liability of any kind or nature whatsoever to Customer which may arise from this Agreement or from acts of Company or from documentation, services or any other item furnished under this Agreement.

- c) Company shall defend at its own expense any action brought against Customer to the extent that such action is based on a claim that any aspect of the Application Software furnished by it under this Agreement constitutes an infringement of any patents copyright or any other proprietary rights provided that Company is, within a reasonable delay, notified in writing of any such claim and both Company and Customer shall control such defence. In no event, shall Customer settle any such claim, law suit or proceedings without Company's prior written approval and the consent of Company in that regard shall not be unreasonable withheld.
- d) Company hereby indemnifies Customer against liability which Customer may incur as a result of any action brought against Customer as set out in the preceding paragraph,
- e) In the event that a final injunction shall be obtained against use of any of the Application Software or any portions thereof by Customer by reason of any infringement or if in the opinion of Company this is likely to happen Company will at its option and its expense either
 - i) procure for Customer a right to continue using the Application Software or portion thereof.
 - ii) replace or modify the same so that it becomes non-infringing; or
 - iii) if Company does not succeed in (i) or (ii) above Company shall remove the subject Application Software or portions thereof.
- f) In the event Company removes the subject Application Software pursuant to (iii) above, Customer shall receive a refund of that portion of the charges paid pursuant to **Schedule III** as pro-rated from the schedule of charges.
- g) The foregoing states the entire liability of Company with respect to infringement of any copyrights, patents or other proprietary rights by the Application Software or any part thereof and Customer hereby expressly waives all other liabilities.

18. TAXES/DUTIES/LEVIES/RATES

- a) The charges specified in **Schedule III** to this Agreement are inclusive of all duties and taxes applicable to the Government of Mauritius at time of signing the contract. However, if Company is required to pay any new taxes, fees, duties, levies, or rates of whatever description

which may be imposed hereafter by the local bodies or any statutory body based on this Agreement or on Customer's use of the Application Software then such taxes, fees, duties, levies, and rates shall be billed in entirety to and paid by Customer.

b) The above clause shall be deemed to relate to indirect taxes only.

19. USER AND COMPANY PROJECT COORDINATORS

User and Company are to appoint authorised personnel(s) who will be the contact person(s) and person(s) responsible for the implementation of this Agreement as per **Schedule IV**. Such User Project Coordinator shall secure from Customer any authority required by Company for its performance under the contract to issue, execute, grant or provide any approval, waiver, request, notice or other communication required hereunder or requested by Company.

20. IMPLEMENTATION SCHEDULE

It is agreed between the parties that the various activities covered under this Agreement for development and implementation of the Application Software shall be performed in accordance with the Implementation Schedule to be specified in the Supplementary Documents subject to **Paragraphs 4 and 5** above. No variation, modification or amendment thereof shall be made without the prior written mutual consent of both parties. At all times User and Company shall strictly adhere to the schedule of events and timings thereof as set out in the Implementation Schedule. All changes agreed, will imply changes in the Implementation Schedule. A revised Implementation Schedule will be worked out together with a revision of the cost involved if need be.

21. MAINTENANCE

Prior to the expiration of the warranty period specified in **Clause 12** above Company shall maintain the Application Software free of charge and ensure that the Application Software is in conformity with the Software Requirements Specifications. Thereafter, at User's option Company shall continue to perform maintenance service on execution of a separate Software Maintenance Agreement. User may opt for either a Normal Software Maintenance Agreement or a Full Software Maintenance Agreement. The

Software Maintenance Agreement shall cater for Application Software. Company shall guarantee to maintain the Application Software for a minimum period of five years.

22. PRICE ESCALATION

The charges specified in **Schedule III** to this Agreement shall be subject to escalation in the following circumstances:

- a) variation in scope of work at request of Customer and/or User.
- b) variation in Software Requirements Specifications (after acceptance by User).

In the above circumstances, Customer shall pay to Company charges as may be agreed between Customer and Company in addition to those specified in **Schedule III** to this Agreement.

23. APPLICABLE LAW

This Agreement shall be governed by, and construed in accordance with the laws of Mauritius. There are no agreements, understandings or representation, express or implied, not specified herein.

24. ARBITRATION

- a) In the event of any dispute or difference between the parties, hereto, such dispute or difference shall be resolved amicably by mutual consultation. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator assisted by two external and independent assessors who shall be nominated by mutual agreement between the two parties. The award of the arbitrator shall be binding upon parties to the dispute. Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Supreme Court whose decision shall bind the parties finally and conclusively.
- b) The costs of arbitration shall be shared evenly between both parties.

25. FORCE MAJEURE AND CYCLONES

- a) Neither Company nor Customer shall be liable for failure to meet contractual obligations due to Force Majeure.
- b) Force Majeure impediment is taken to mean unforeseen events, which occur after signing this Agreement including but not limited to strikes, blockade, war, mobilization, revolution or riots, natural disaster, acts of God, refusal of license by Government or other stipulations or restrictions by Government authorities, in so far as such an event prevents or delays the contractual party from fulfilling its obligations, without its being able to prevent or remove the impediment at reasonable cost.
- c) The party involved in a case of Force Majeure shall immediately take reasonable steps to limit consequence of such an event.
- d) The party who wishes to plead Force Majeure is under obligation to inform in writing the other party without delay of the event, of the time it began and its probable duration. The moment of cessation of the event shall also be reported in writing.
- e) The party who has pleaded an event of Force Majeure is under obligation, when requested, to prove its effect on the fulfilling of this Agreement.
- f) It is expressly agreed that the Company shall not be liable for the delayed or non performance of its obligations hereto where same is directly or indirectly linked to the actual or threatened occurrence of a cyclone.

26. TERMINATION

The parties shall have the right to terminate this Agreement upon 30 days written notice upon:

- a) violation or breach by the parties or their employees of any fundamental provision of this Agreement (including any annex attached hereto), and including, but not limited to, delivery, confidentiality and payment.
- b) the termination of the parties' business.
- c) Company's failure to perform any obligation(s) under the Agreement.

In the above circumstances, this Agreement shall, subject to the 30 days prior notification mentioned above, be automatically terminated with no further obligations on the part of the parties.

In the event of such termination the parties shall mutually agree to settle their respective accounts.

Notwithstanding the foregoing, all provisions thereof relating to confidentiality of the Application Software shall survive the termination of this Agreement.

27. ASSIGNMENT

This Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective successors and assigns, but it shall not be assigned in whole or in part by either party without the prior written consent of the other except, that either party's interests shall be assignable through merger, consolidation or re-organisation or sale or transfer of substantially all its assets.

28. NON-WAIVER

No term or provision of this Agreement shall be deemed waived and no breach thereof shall be deemed excused, unless such waiver or consent is given in writing and signed by the party alleged to have waived or consented.

29. 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 telefax addressed to the party for which it is intended at its registered address.

30. AMENDMENTS TO AGREEMENT

No amendment to this Agreement shall be effective unless it is in writing and duly signed by authorised representatives of both the parties.

31. ENFORCEABILITY

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

32. ENTIRE AGREEMENT

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement among the parties, which supersedes all prior proposals, understandings and all other agreements oral and written, among the parties relating to the subject matter of this Agreement.

SCHEDULE I
scope of work - modules and functions

SCHEDULE II

SOFTWARE DEVELOPMENT WORK

1 Phases in Software Development

The software development work shall consist of the following three Phases:

- Phase I* - Preparation of a *Software Requirements Specifications document*,
- Phase II* - Preparation of a *Software Design Descriptions document*, and
- Phase III* - The *Development of the Application Software and its implementation* as per documents submitted in *Phase I & Phase II*.

In addition to the above a number of *Supplementary Documents* will have to be produced (see **note 4** below).

The documents prepared in *Phase I & Phase II* shall have to adhere to IEEE Recommended Practice for Software Requirements Specifications (1994 Edition) and IEEE Recommended Practice for Software Design Descriptions (1994 Edition) respectively.

2 Software Requirements Specifications document

The *Software Requirements Specifications* shall be as per IEEE (1994 Edition) recommended practice with the following exceptions :

Section 4.3.6

The benefits shall be classified as tangible and intangible. All tangible benefits will have to be quantified.

Section 4.4

The SRS document will have to be prepared by Company and User will have to formally approve it. In case User disagrees with the report, User should formally state the reasons.

Section 4.5

The SRS document shall be deemed to be Government property and its contents can be released by Government. Both hard and soft copies of the SRS document should be provided.

Section 4.6

A hard copy of the screen & report layout shall be submitted to User after each prototype session.

Section 4.8

Even though project requirements do not form part of the SRS, they are important to a project and shall be covered in other documentation as part of the Software Agreement.

Section 5

Template A7 will normally be adopted.

3 Software Design Descriptions document

The *Software Design Descriptions* shall be as per IEEE (1994 Edition) recommended practice and the format is at *ANNEX I*.

4 Supplementary Documents

A number of Supplementary Documents will have to be produced as detailed at *ANNEX II*.

**SCHEDULE III
CHARGES AND TERMS OF PAYMENT**

A. CHARGES FOR SOFTWARE DEVELOPMENT WORK

Application Software Cost

Company charges for the Application Software specified in Schedule I & Schedule II are Rs

B. TERMS OF PAYMENT

1.0 APPLICATION SOFTWARE

On signing of the Software Agreement and submission of a bank guarantee valid up to the installation of the Application Software.	30%
On installation of the Application Software	40%
On Acceptance of the Application Software	20%
After warranty period or on submission of a bank guarantee valid up to end of warranty	10%

Schedule IV

Responsible for User (**USER PROJECT COORDINATOR**):

Full Name :
National ID. Number :
Designation, Department :
Telephone & Facsimile :

Responsible for Company (**COMPANY PROJECT COORDINATOR**):

Full Name :
National ID. Number :
Designation, Department :
Telephone & Facsimile :

SOFTWARE DESIGN DESCRIPTIONS DOCUMENT

<Version Control>

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3	Screens Design
3.1	Screen Design Methodology (brief description of how user will interact with the System through the screens)
3.2	Screens List as per SRS - comprising of Screen Name, Screen Id, authorised users to create/update/view Screen)
3.3	MENU layout for Screens
3.4	Screen Specifications (This section details the specifications of each and every screen of the system)
	Screen Id : a1
	Screen Name
	Description
	Calling program
	Called program
	Parameters
	TABLES Tables, Type, Select, Insert, Update, Delete
	Form Level Logic
	<i>Block Level Logic for Block 1</i> including Field Details
	<i>Block Level Logic for Block 2</i> including Field Details
	.
	.
	.
	<i>Block Level Logic for Block n</i> including Field Details
	Screen Id : a2
	.
	.
	.
	Screen Id : an
4	Reports Design
4.1	Report Design Methodology (brief description of how user will produce reports, specify parameters, etc.)
4.2	Reports List (as per SRS - comprising of Report Name, Report Id, users authorised to create, Recipients)
4.3	Menu layout for Reports
4.4	Reports Specifications (This section details the specifications of all reports or documents produced by the system)
	Report Id : a1

Report Name
Calling program
Parameters
Called program
Parameters
Description
Type : Document/Report
Frequency
Sort Order
Report Logic (using pseudocode to describe validations, select statement)
Tables (Type, Select, Insert, Update, Delete)
Fields/Labels, Source/Logic

Report Id : a2

.
.
.

Report Id : an

5 **Process Design**

- 5.1 List of Processes (comprises of
Process Name, Process Id, Type-Batch/On-line, Run By)
- 5.2 Menu layout for all Processes
- 5.3 Process Specifications
(This section details the specifications of all processes in the system)

Process Id : a1

Process Name
Calling program
Called program
Parameters
Description
Tables (Type, Select, Insert, Update, Delete)
Process Logic (use pseudocode)

Process Id : a2

.
.
.

Process Id : an

6 **Audit and Security**

- 6.1 Audit and Backup
RDBMS Utility or additional S/W or OS
- 6.2 System Security
access rights in terms of functions/screens - Enquiry/Update
User ID & Password
DBA to maintain Security Matrix (for access rights)

7 **Appendices**

Any relevant appendices should be included.

SUPPLEMENTARY DOCUMENTS TO BE PRODUCED BY COMPANY

1 Implementation chart : as per proposal + regular updates

The implementation chart should be

- in the form of a **Gantt chart** that should be updated as progress is being made. Activities and implementation schedule should be broken down into sufficient level of details. . The guide below can serve as an example.

1	Review and approval of SRS document
2	Review and approval of SDD document
3	Hardware procurement
4	Software design and development (module-wise)
5	Site preparation
6	Data preparation and data capture (module-wise)
7	Computer awareness training
8	Staffing (DBA, operators)
9	Hardware installation
10	Software implementation
	- RDBMS installation
	- Application software installation
	- Handing over of deliverables
	- Application training for users
	- User application testing
	- Parallel run
11	Acceptance testing
12	System acceptance
13	Software warranty

2 Technology Plan and Sizing of system : within one month after approval of SRS document

Drawing of the hardware specification is outside the scope of this contract. However, sufficient information should be provided to enable the drawing of the hardware specification. The plan should include :-

Architecture (centralised, client-server, processing power)
 Networking (global outline & connection to remote sites)
 No. of users (total and concurrent)
 Distribution of peripherals (Pcs, terminals, printers, networking equipment)
 Operating System & its requirements (RAM, hard disk, processing power)
 RDBMS & its requirements (RAM, hard disk, processing power)
 Application Software (tools, RAM, hard disk, and processing power required on server/workstation)
 Expected growth in number of users over 5 years
 Expected growth in disk space (data & indexes) over 5 years

3 Training requirements : draft after SRS document + final after submission of SDD document

A time table of the training proposed and the target audience and duration should be clearly spelt out.

Training should be module-wise and training materials should be handed over during the training. A time table of the training should be provided.

Appropriate databases should be installed for training purposes.

4 Data preparation & capture : along with SDD document + update after software development

Details to be provided should comprise procedures to be adopted, file reference format, file conversion and the estimated time required for such an exercise

5 Data entry : within one month after submission of SDD document

Manual procedures should be proposed for data entry once the system is operational. In case of breakdown of the computer system, then an alternative system/procedure should be proposed in order to ensure continuity. Any alternative procedures in case of breakdown should be clearly spelt out.

6 Acceptance test plan (ATP) : one month prior to finalisation of software development

A set of tests, and the expected results of these tests will be written up. The customer shall prepare the data and both the customer and the contractor will collaborate to write it up. These tests will be designed to demonstrate all the functions that the system is supposed to do. These tests, called the ATP, will be approved by the customer and company before acceptance. As each test is run, the customer will sign off all successful tests. Only failed tests will be repeated. However, the customer has the right to request a complete run of the test if they want to satisfy themselves with the integration testing. If all tests work at customer’s satisfaction, the system will be accepted by customer.

7 Change over procedure : one month after submission of SDD document

The parallel run period for each module should be clearly defined.

The manual registers to be dropped at each milestone should be indicated.

The period of on-line data should be stated.

The procedure for archiving and purging should be determined and documented.

The query / retrieval of archive data should be included in the system.

8 Other deliverables : after software development

The source code should be delivered. User and DBA manuals should be provided after software development but before training. The DBA manual should include the physical organisation of the database on the hardware and the disk allocation.

SUMMARY MATRIX

#	<i>Time for providing supplementary information</i>	<i>Supplementary Documents Expected</i>
1	With tender proposal	Implementation chart
2	After SRS document	Training requirements
3	One month after SRS document	Technology plan & system sizing
4	With SDD document	Data preparation & capture
5	After SDD document	Training requirements
6	One month after SDD document	Data entry ; Change over procedure
7	One month before software development is finalised	Acceptance test plan
8	After software development	Data preparation & capture ; Source code ; Manuals - user & DBA

Contract Form

This Agreement is made and entered this day of between the, a company incorporated under the Companies Act 1984 and having its registered office at, represented by its, (hereinafter referred to as "**Company**") on one part and the Government of Mauritius represented by the Permanent Secretary of the Ministry of (hereinafter referred to as "**Customer**") on the other part.

WHEREAS **Customer** invited bids for certain services, viz., <brief description of goods and services> and has accepted a bid by **Company** for the supply of those services in the sum of <contract price in words and figures> (hereinafter called "the Contract Price") details of which are found in Schedule III of the Software Agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Software Agreement.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) the General Conditions of Contract
 - b) the Software Agreement
 - c) the Software Maintenance Agreement
 - d) the Purchaser's Notification of Award; and
 - e) the Supplier's bid.
3. In consideration of the payments to be made by Customer to Company as hereinafter mentioned, Company hereby covenants with Customer to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. Customer hereby covenants to pay Company in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have hereunto set their hands as of the date first above written.

**FOR AND ON BEHALF OF
CUSTOMER**

**FOR AND ON BEHALF OF
COMPANY**

SIGNATURE _____

SIGNATURE _____

(Authorised Signatory)

(Authorised Signatory)

NAME :

NAME :

TITLE :

TITLE :

PLACE :

PLACE :

WITNESS :

WITNESS :

TITLE :

TITLE :