

AMRITSAR SMART CITY LIMITED

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REQUEST FOR PROPOSAL

For

Selection of Master System Integrator for
Implementation & Maintenance of Smart Solutions
(Phase - I) in Amritsar City

Volume III: Draft Master Service Agreement

RFP Number: 09/ASCL/2018-19

Issued on 06/12/2018

The RFP Document consists of three volumes as listed below and would include any addenda issued in accordance with Clause 5.18 of the Volume I of this RFP.

Volume I	Instructions to Bidders
Volume II	Scope of Work
Volume III	Draft Master Service Agreement

This is Volume III of the RFP document.

To be printed on the stamp paper of appropriate value

THIS AGREEMENT ("Agreement") is made on this the <***> day of <***> 20... at Amritsar, India.

BETWEEN

Amritsar Smart City Limited, Amritsar having its office at SCO – 21, 2nd Floor, District Shopping Complex, B-Block, Ranjit Avenue, Amritsar 143001 – 143001 (PB) (hereinafter referred to as 'ASCL/Purchaser', which expression shall, unless the context otherwise requires, include its permitted successors and assigns);

AND

<***>, a company incorporated under the Companies Act, 1956, having its registered office at <***> (hereinafter referred to as 'Master System Integrator which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

The parties mentioned above are collectively referred to as the 'Parties' and individually as a 'Party'.

WHEREAS:

1. ASCL has engaged the Master System Integrator for Implementation & Maintenance of Smart Solutions (Phase - I) in Amritsar City. The Master System Integrator is required to provide such Services, support and infrastructure as the ASCL or ASCL's Technical Representative may deem proper and necessary, during the term of this Contract, and includes all such processes and activities which are consistent with the proposals set forth in the Bid and this MSA and are deemed necessary by the ASCL, in order to meet its business requirements (hereinafter 'Scope of Work').
2. If any services, functions or responsibilities not specifically described in this Contract are an inherent, necessary or customary part of the Services or are required for proper performance or

provision of the Services in accordance with this Contract, they shall be deemed to be included within the Scope of Work to be delivered for the Charges, as if such services, functions or responsibilities were specifically described in this Contract

3. The ASCL or ASCL's Technical Representative reserves the right to amend any of the terms and conditions with mutual agreement in relation to the Scope of Work and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Scope of Work.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

1 General Conditions of Contract (GCC)

1.1 Definitions

In this RFP, unless the context otherwise requires

1. "Abandons" means Bidder has substantially reduced personnel at the Site or removed required equipment from the Site such that the Bidder would not be capable of maintaining or sufficiently discharging its obligations under the Contract
2. "Agreement" or "Contract" or "MSA" means the Master Services Agreement together with the RFP and all the Annexures, the Work Order issued by ASCL, the Acceptance letter from the Successful Bidder together with the Schedules and any addendum(s) or corrigendum(s) issued and shall include any modifications, alterations, additions or deletions thereto agreed between the Parties in writing after the date hereof in terms of the Agreement
3. "Applicable Laws" includes all applicable statutes, enactments, acts of legislature or laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives, requirement or other governmental restriction and orders or judgements of any Governmental authority, tribunal, board, court or other quasi-judicial authority or other governmental restriction or any similar form of decision applicable to the relevant Party and as may be in effect on the date of execution of the Contract and during the subsistence thereof, applicable to the Project
4. "Bidder" - shall mean organization/ consortium submitting the proposal in response to this RFP
5. "Bill of Material" or "BoM" means the bill of material provided by bidder in its bid, stating the prices and the quantity of the materials to be procured by the bidder (on behalf of ASCL)
6. "Confidential Information" information means all information and data relating to ASCL and all other data accessed by the Master System Integrator/Successful Bidder, provided by ASCL, or is captured by or stored in the system, whether in written, oral, electronic or other format; technical, financial and business affairs, developments, operations, processes, data, secrets, design rights, know-how, plans, budgets and personnel which is disclosed to or otherwise learned by the Master System Integrator in the course of or in connection with the Contract (including without limitation such information received during negotiations, location visits and meetings in connection with the Contract)
7. "Consortium" means a group of multiple members (not more than three parties) entering into a Consortium Agreement for a common objective of satisfying the Purchaser requirements & represented by lead member of the consortium, designated as a "Lead Bidder".
8. "Contract Value" means the price payable to the Bidder under this Contract for the full and proper performance of its contractual obligations
9. "Data" shall mean any record, transaction, document and information related to the Project which includes, but not limited to, any matter or thing tangible or intangible, factual, fictitious or imaginary, hypothetical or abstract, known or unknown, accurate or inaccurate provided by ASCL to successful bidder and includes any thought, form or substance, or knowledge proposition or opinion supplied or recorded by man or machine and prepared, stored or transmitted in computer readable form and shall include information. However, the ownership of all the Data belongs to ASCL and successful bidder would merely handle the data on behalf of ASCL.
10. "Data Centre" or "DC" means the primary centre where Data, Software, computer systems and associated components, such as telecommunication and storage systems, redundant or backup

- power supplies, redundant data communications, environment controls and security devices and other services are housed and operated from
11. "Deliverables" means the solutions, software products, infrastructure, licenses and services agreed to be delivered by the Successful Bidder in pursuance of the Contract as elaborated in the RFP and includes all documents related to the Solution, user manual, technical manual, designs, process documentations, the artefacts, the training materials, process and operating manuals, service mechanisms, policies and guidelines, inter alia payment and/or process related etc., source code and all their respective modifications
 12. "Digital Signature" means authentication of any electronic record by a subscriber by means of an electronic method or procedure in accordance with the provisions of the Information Technology Act, 2000
 13. "Digital Signature Certificate" means a Digital Signature Certificate issued under sub-section 4 of Section 35 of the information Technology Act, 2000
 14. "Disaster Recovery Centre" or "DR" means the centre that is designed to act as the Data Centre on occurrence of a disaster/non-functioning of the DC
 15. "Effective Date" means the date on which the Contract is executed by both the Parties
 16. "Equipment" means the computer hardware, machinery and other tangible equipment used for the Project, pursuant to the Contract
 17. "Go-Live" means the date on which the proposed solutions are successfully implemented as specified in the RFP and all the acceptance tests & certifications as defined in the RFP are successfully concluded to the satisfaction of ASCL
 18. "Intellectual Property Rights" means all rights in written designs and copyrights, moral rights, rights in databases and software including its up-gradation systems and compilation rights (whether or not any of these are registered and including application for registration)
 19. "Network Service Provider" means a company providing internet access using copper, fiber-optics, satellite and other forms of communication pursuant to the Contract
 20. "Lead Bidder" – means the firm/ company who buys the tender, signs and submits the tender on behalf of Consortium shall be taken as the Lead Member of Consortium and shall be taken as the "MSI", for the purpose of this tender document.
 21. "OEM" or "Original Equipment Manufacturer" means the original manufacturer and owner of the Intellectual Property Rights of any Software or Equipment to be used in the Project and to which ASCL has been granted license to use
 22. "Contract Performance Guarantee" or "Performance Bank Guarantee" shall mean the guarantee provided by a Scheduled Commercial Bank / Nationalized Bank to ASCL on behalf of the Successful Bidder
 23. "Project" means Implementation and maintenance of Smart Solutions in Amritsar and provision of all Services and Deliverables as per the terms and conditions laid in the RFP and provision of Services in conformance to the SLA
 24. "Project Assets" means the assets procured and/or developed and supplied by the Successful Bidder to ASCL for the purpose of the Project, pursuant to this RFP
 25. "Project Data" means all proprietary data of the Project generated out of project operations and transactions, videos, documents and related information including but not restricted to user data which the Successful Bidder obtains, possesses or processes in the context of providing the Services to the users pursuant to the Contract and the RFP

26. "Project Location" is Amritsar City that shall require Implementation & Maintenance of Smart Solutions
27. "Proprietary Information" means processes, methodologies and technical and other information, including drawings, designs, formulae, flow charts, data and computer programs already owned by, or granted by third parties to a Party hereto prior to its being made available under this RFP
28. "Purchaser" means Amritsar Smart City Limited (ASCL)
29. "Purchaser's Representative" or "Purchaser's Technical Representative" means the person or the persons appointed by the Purchaser from time to time to act on its behalf for overall co-ordination, supervision, and project management
30. "Replacement Master System Integrator" means any third party that ASCL may appoint to replace the Master System Integrator upon expiry of the Term or otherwise termination of Contract to undertake the Services or part thereof
31. "Request for Proposal (RFP)" means the documents containing the general, technical, functional, commercial and legal specifications for the implementation and maintenance of Smart Solutions in Amritsar including different Annexures and includes the clarifications, explanations, minutes of the meetings, corrigendum(s) and amendment(s) issued from time to time during the bidding process and on the basis of which bidder has submitted its Proposal
32. "Scope of Work" - means all Goods and Services, and any other deliverables as required to be provided by the MSI under the RFP.
33. "Service Level" means the level of service and other performance criteria which shall apply to the Services by the Successful Bidder as set out in this RFP
34. "Service Specifications" means and includes detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the Contract as well as those specifications relating to Industry standards and codes applicable to the performance of the Services and Scope of Work, work performance quality and the specifications affecting the Services and Deliverables or any additional specification required to be produced by the bidder to meet its obligations under this RFP
35. "Services" means the services to be performed by the Successful Bidder in pursuant to the Contract more elaborately provided in the RFP using the tangible and intangible assets created, procured, installed, managed and operated by the Successful Bidder including the tools of information and communications technology includes but is not limited to the list of services specified in the RFP
36. "Software" means the software designed, developed/customized, tested and deployed by the Successful Bidder for the purposes of the Project and includes the source along with associated documentation, which is the work product of the development efforts involved in the Project and the improvements and enhancements effected during the Term of the Project, but does not include the third party software products (including the COTS products/Be-spoke implementation used for the Project) and proprietary software components and tools deployed by the Successful Bidder
37. "Solution" means all the hardware, equipment, servers, third party tools, databases, and software provided by successful bidder to meet the functional and technical requirements of ASCL and required to implement Smart Solutions in Amritsar.
38. "Master System Integrator" means the Successful Bidder selected by this tendering process for the Implementation and Operations & Maintenance of Smart Solutions (Phase - I) in Amritsar
39. "Tender" or "Tender Document" means RFP

40. "Term" means the period of the Contract commencing from the Effective Date and continuing till the last day of Operations & Maintenance Services, or the date of termination, in case of earlier termination of the Contract
41. "Third Party Solution" means Systems (or any part thereof) in which the Intellectual Property Rights are owned by a third party and to which successful bidder or ASCL has been granted a license to use
42. "Timelines" means the timelines for performance of Scope of Work as described in the RFP
43. "Working Day" means any day on which any of the office of ASCL shall be functioning, including gazetted holidays, restricted holidays or other holidays, Saturdays, Sundays and other State Government Holidays

1.2 Interpretations

In this RFP, unless otherwise specified:

1. Unless otherwise specified, a references to clauses, sub-clauses, or Section is a reference to clauses, sub-clauses, or Section of this RFP including any amendments or modifications to the same from time to time
2. Words denoting the singular include the plural and vice versa and use of any gender includes the other genders
3. References to a "company" shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established
4. Words denoting to a "person" shall be construed to include any individual, partnerships, firms, companies, public sector units, corporations, joint ventures, trusts, associations, organizations, executors, administrators, successors, agents, substitutes and any permitted assignees or other entities (whether or not having a separate legal entity). A reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually.
5. A reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted
6. Any reference to a "day" (including within the phrase "business day") shall mean a period of 24 hours running from midnight to midnight
7. References to a "business day" shall be construed as a reference to a day (other than a Sunday) on which ASCL Corporate office is generally open for business
8. References to times are to Indian Standard Time
9. Reference to any other document referred to in this RFP is a reference to that other document as amended, varied, novated or supplemented at any time
10. All headings and titles are inserted for convenience only, they are to be ignored in the interpretation of this Contract
11. Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and similar words refer to this RFP as a whole and not to any particular Section or Annexure and the words "include" and "including" shall not be construed as terms of limitation
12. The words "in writing" and "written" mean "in documented form", whether electronic or hard copy, unless otherwise stated
13. References to "installation" include Solution Design, Development, Procurement, Delivery, Configuration, Testing, Commissioning, Operations & Maintenance

14. References to "implementation" include Solution Design, Development, Procurement, Delivery, Configuration, Testing, Commissioning, Operations & Maintenance
15. Any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or novated at the time of such reference
16. Unless otherwise stated, any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include either such days or date

1.3 Conditions Precedent

The Contract is subject to the fulfilment of the following conditions precedent by the Bidder

- 1.3.1 Furnishing by the Bidder, an unconditional, irrevocable and continuing Performance Bank Guarantee
- 1.3.2 Execution of a Deed of Indemnity in terms of Clause 1.20 - Indemnity
- 1.3.3 Obtaining of all statutory and other approvals required for the performance of the Services under this Contract
- 1.3.4 Furnishing of such other documents as the Purchaser may specify
- 1.3.5 The Purchaser reserves the right to waive any or all of the conditions specified above in writing and no such waiver shall affect or impair any right, power or remedy that the Purchaser may otherwise have
- 1.3.6 If in the event of a dispute as to the interpretation or meaning of the Contract it should be necessary for the Parties to refer to documents forming part of the bidding process leading to the Contract, then such documents shall be relied upon and interpreted in the following descending order of priority:
 - a. This Agreement along with
 - b. the SLA agreement,
 - c. NDA agreement,
 - d. Schedules and Annexures;
 - e. the RFP along with subsequently issued corrigenda
 - f. Technical and financial proposal submitted by the successful bidder, to the extent they along with subsequently issued clarifications furnished by the successful bidder in response to the RFP, to the extent they are not inconsistent with any terms of the RFP.

For the avoidance of doubt, it is expressly clarified that in the event of a conflict between the Contract, Annexures / Schedules or the contents of the RFP, the terms of the Contract shall prevail over the Annexures / Schedules and Annexures / Schedules shall prevail over the contents and specifications of the RFP.

1.4 Representations & Warranties

- 1.4.1 In order to induce the Purchaser to enter into this Contract, the Bidder hereby represents and warrants as of the date hereof, the following:
 - a. That the selected Bidder has the power and the authority that would be required to enter into this Contract and the requisite experience, the technical know-how and the financial wherewithal required to successfully execute the terms of this Contract and to provide Services sought by the Purchaser under this Contract

- b. That the Bidder is not involved in any litigation or legal proceedings, pending, existing, potential or threatened, that may have an impact of affecting or compromising the performance or delivery of Services under this Contract
- c. That the representations and warranties made by the Bidder in its Bid, RFP and Contract are and shall continue to remain true and fulfil all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Contract and the RFP and unless the Purchaser specifies to the contrary, the Bidder shall be bound by all the terms of the Bid and the Contract through the term of the Contract
- d. That the Bidder has the professional skills, personnel, infrastructure and resources/authorizations that are necessary for providing all such Services as are necessary to fulfil the Scope of Work stipulated in the RFP and the Contract
- e. That the Bidder shall ensure that all assets/components including but not limited to equipment, software, licenses, processes, documents, etc. installed, developed, procured, deployed and created during the term of this Contract are duly maintained and suitably updated with regard to contemporary requirements
- f. That the Bidder shall use such assets of the Purchaser as the Purchaser may permit for the sole purpose of execution of its obligations under the terms of the Bid, the RFP or this Contract. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
- g. That there shall not be any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits
- h. That the Bidder shall arrange all the necessary permissions and adequate approvals and procure licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the Purchaser indemnified in relation thereto subject to Clause 1.20 - Indemnity
- i. That the execution of the Scope of Work and the Services herein is and shall be in accordance and in compliance with all Applicable Laws
- j. That all conditions precedent under the Contract have been satisfied
- k. That neither the execution and delivery by the Bidder of the Contract nor the Bidder's compliance with or performance of the terms and provisions of the Contract (i) shall contravene any provision of any Applicable Laws or any order, writ, injunction or decree of any court or Governmental Authority binding on the Bidder, (ii) shall conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any Contract, Contract or instrument to which the Bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) shall violate any provision of the Memorandum and Articles of Association of the Bidder
- l. That the Bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including but not limited to stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made

- m. That the Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the Purchaser, which may directly or indirectly have a bearing on the Contract or the Project
- n. That the Bidder owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the Bidder on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable
- o. That the Bidder owns, has license to use or otherwise has the right to use, which are required or desirable for performance of its services under this Contract. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) required by the Bidder for the performance of the Contract are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Purchaser indemnified in relation thereto subject to Clause 1.20 - Indemnity.
- p. That the Bidder shall at all times maintain sufficient manpower, resources, and facilities, to provide the Services in a workmanlike manner on a timely basis
- q. The Bidder will have the financial standing and capacity to undertake the Project in accordance with the terms of this RFP/ Agreement;
- r. That its security measures, policies and procedures are adequate to protect and maintain the confidentiality of the Confidential Information
- s. That in providing the Services or Deliverables or materials, neither Bidder nor its agent, nor any of its employees, shall utilize information which may be considered confidential information of, or proprietary to, any prior employer or any other person or entity;
- t. Either party shall not employ serving other party's employees without prior written permission of the first party for an initial period of one year. Either party also confirms that it shall not employ ex-personnel of the other party within the initial two years period after their retirement/resignation/severance from the service without specific permission of the first party.
- u. That the Bidder shall provide adequate and appropriate support and participation, on a continuing basis, in tuning all supplied assets/components including but not limited to equipment, software, licenses, processes, documents, etc. to meet the requirements of the applications

1.5 Scope of Contract

- 1.5.1 Scope of the Contract shall be as defined in Volume- II: Scope of Work of RFP and Annexures thereto of this RFP
- 1.5.2 Purchaser has engaged the Bidder to implement Smart Solutions in Amritsar City. The Bidder is required to provide such Services, support and infrastructure as the Purchaser or Purchaser's Technical Representative may deem proper and necessary, during the term of this Contract, and includes all such processes and activities which are consistent with the proposals set forth in the Bid, the RFP and the Contract and are deemed necessary by the Purchaser, to meet its business requirements (hereinafter 'Scope of Work').
- 1.5.3 If any services, functions or responsibilities not specifically described in this Contract are an inherent, necessary or customary part of the Services or are required for proper performance or provision of the Services in accordance with this Contract, they shall be deemed to be

included within the Scope of Work to be delivered for the Charges, as if such services, functions or responsibilities were specifically described in this Contract

- 1.5.4 The Purchaser or Purchaser's Technical Representative reserves the right to amend any of the terms and conditions with mutual agreement in relation to the Scope of Work and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Scope of Work pursuant to Clause 1.26- Change Orders / Alteration / Variation

1.6 Key Performance Measurements

- 1.6.1 Unless specified by the Purchaser to the contrary, the Bidder shall perform the Services and carry out the Scope of Work in accordance with the terms of this Contract, Scope of Work and the Service Specifications as laid down in the RFP
- 1.6.2 If the Contract, Scope of Work, Service Specification includes more than one document, then unless the Purchaser specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency
- 1.6.3 The Purchaser reserves the right to amend any of the terms and conditions in relation to the Contract/Service Specifications and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Scope of Work. These changes shall be carried as per mutual consent

1.7 Guarantee

- 1.7.1 Within 21 days after the receipt of notification of award of the Contract from the Purchaser, the successful Bidder shall furnish Performance Bank Guarantee to the Purchaser, which shall be equal to ten percent (10%) of the value of the Contract and shall be in the form of a Bank Guarantee from a Scheduled Commercial Bank / Nationalized Bank in the pro-forma given in Volume: I of RFP at Annexure II: Forms

1.8 Commencement and progress

- 1.8.1 The Bidder shall be subject to the fulfilment of the conditions precedent set out in Clause 1.3- Conditions Precedent, commence the performance of its obligations in a manner as specified in the Scope of Work
- 1.8.2 The Bidder shall proceed to carry out the activities/Services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract
- 1.8.3 The Bidder shall be responsible for and shall ensure that all Services are performed in accordance with the Contract and RFP and that the Bidder's Team complies with such specifications and all other standards, terms and other stipulations/conditions set out hereunder
- 1.8.4 The Bidder shall perform the activities/Services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material

and methods. The Bidder shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Purchaser and shall, at all times, support and safeguard the Purchaser's legitimate interests in any dealings with Third Parties.

- 1.8.5 The IT Infrastructure supplied under this Contract shall conform to the standards mentioned in the RFP, and, when no applicable standard is mentioned, to the authoritative standards, such standard shall be the latest issued by the concerned institution. Delivery of the IT Infrastructure shall be made by the Bidder in accordance with the terms specified by the Purchaser in its Work Order.

1.9 Standards of Performance

- 1.9.1 The Bidder shall perform the Services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material and methods. The Bidder shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Purchaser and shall, at all times, support and safeguard the Purchaser's legitimate interests in any dealings with Third Parties.

1.10 Sub-contract

- 1.10.1 The successful Bidder shall provide all the Services through its own company and no sub-contracting is allowed. However, if sub-contracting for specialised work such as Civil & Interiors, Scaffolding works, Electrical and Cabling etc. is required, the successful Bidder shall notify the same to ASCL in writing

1.11 Bidder's Obligations

- 1.11.1 The Bidder's obligations shall include Solution Design, Development, Procurement, Delivery, Configuration, Implementation, Integration, Testing, Commissioning, Operations & Maintenance and provision of all Services and Deliverables covering associated hardware and Software as specified by the Purchaser in the Scope of Work and other sections of the RFP and Contract and changes thereof to enable the Purchaser to meet their objectives and operational requirements. It shall be the Bidder's responsibility to ensure the proper and successful implementation, performance and continued operations of the proposed solution in accordance with and in strict adherence to the terms of his Bid, the RFP and this Contract.
- 1.11.2 In addition to the aforementioned, the Bidder shall perform the Services specified by the 'Scope of Work' requirements as specified in the RFP and changes thereof
- 1.11.3 The Bidder shall ensure that the Bidder's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. The Bidder shall ensure that the Services are performed through the efforts of the Bidder's Team, in accordance with the terms hereof and to the satisfaction of the Purchaser. Nothing in this Contract relieves the Bidder from its liabilities or obligations under this Contract to provide the Services in accordance with the Contract and the Bid to the extent accepted by the Purchaser.

- 1.11.4 The Bidder shall be responsible on an ongoing basis for coordination with other vendors and agencies of the Purchaser in order to resolve issues and oversee implementation of the same
- 1.11.5 Obligations related to IT Infrastructure
- a. The Bidder shall supply equipment/components including associated accessories and Software/ Solutions as under this Contract and Configuration, Implementation, Integration, Testing, Commissioning, Operations & Maintenance of those components during the entire period of Contract
 - b. In case of any dissatisfaction or default on part of the Bidder in providing the level of support desired by the Purchaser or Purchaser's Technical Representative in relation to the IT Infrastructure supplied by the Bidder, the Bidder shall extend the necessary support required to meet the commitments without any financial liability to the Purchaser
 - c. It is expected that bidder and OEM shall ensure that the equipment/components being supplied by him shall be supported for minimum 6 years from date of bid submission. If the same is de-supported by the OEM for any reason whatsoever, the Bidder thus selected after the current MSI shall replace it with an equivalent or better substitute that is acceptable to Purchaser without any additional cost to the Purchaser and without impacting the performance of the Solution in any manner whatsoever.
 - d. In case of any problems/issues arising due to integration of the IT Infrastructure supplied by the Bidder with any other component(s)/product(s) under the purview of the overall solution, the Bidder shall replace the required component(s) with an equivalent or better substitute that is acceptable to Purchaser without any additional cost to the Purchaser and without impacting the performance of the solution in any manner whatsoever
 - e. The Bidder shall supply and/or install all new releases, versions, any type of updates, upgrade patches and/or bug fixes for the firmware or software from time to time at no additional cost to the Purchaser
 - f. The Bidder shall ensure that the preventive maintenance on a monthly basis and break-fix maintenance is conducted in accordance with the specifications of the components and the best practices followed in the industry without any additional costs to the Purchaser
 - g. The Bidder shall make provision for the required critical spares/components at the DC site for meeting the uptime commitment of the components supplied by him
 - h. The Bidder shall extend necessary assistance, consultancy and services to the Purchaser beyond the defined Scope of Work to resolve issues related to the components supplied by him, under critical and unforeseen situations
 - i. The Bidder should provide technology refresh information to the Purchaser as and when the OEM comes out with the same
 - j. The Bidder shall ensure that it is in compliance with all Applicable Laws at all times while discharging its Scope of Work
 - k. The Bidder shall ensure that it has procured all necessary permits and consents that maybe required to discharge its Scope of Work effectively
- 1.11.6 Bidder's Representative: The Bidder's Representative shall have all the powers requisite for the performance of Services under this Contract. The Bidder's Representative shall liaise with the Purchaser's Representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. He shall extend full co-operation to Purchaser's representative in the manner required by them for supervision/inspection/observation of the IT Infrastructure, procedures, performance,

reports and records pertaining to the works. He shall also have complete charge of the Bidder's personnel engaged in the performance of the works and to ensure internal discipline, compliance of rules, regulations and safety practice. He shall also co-ordinate and co-operate with the other service providers of the Purchaser working at the site/offsite for activities related to planning, execution of Scope of Work and providing Services under this Contract.

1.11.7 Reporting Progress

- a. The Bidder shall monitor progress of all the activities related to the execution of this Contract and shall submit to the Purchaser, at no extra cost, progress reports with reference to all related work, milestones and their progress during the implementation phase at the end of each month or before the expiry of the last day of each month
- b. Periodic meetings shall be held between the representatives of the Purchaser and the Bidder once in every 15 days during the implementation phase to discuss the progress of implementation. After the implementation phase is over, the meeting shall be held on an ongoing basis, once in every 30 days to discuss the performance of the Contract.
- c. The Bidder shall ensure that the respective solution teams involved in the execution of work are part of such meetings
- d. Steering Committee involving representatives of the Purchaser and senior officials of the Bidder shall be formed for the purpose of this Contract. This committee shall meet at intervals, as decided by the Purchaser later, to oversee the progress of the Project.
- e. The IT Infrastructure, Services and manpower to be provided/deployed by the Bidder under the Contract and the manner and speed of Implementation & Maintenance of the work and Services are to be conducted in a manner to the satisfaction of Purchaser's representative in accordance with the Contract
- f. The Purchaser reserves the right to inspect and monitor/assess the progress/performance of the work/services at any time during the course of the Contract. The Purchaser may demand and upon such demand being made, the Bidder shall provide documents, data, material or any other information which the Purchaser may require, to enable it to assess the progress/performance of the Work/Service.
- g. At any time during the course of the Contract, the Purchaser shall also have the right to conduct, either itself or through an independent audit firm appointed by the Purchaser as it may deem fit, an audit to monitor the performance by the Bidder of its obligations/functions in accordance with the standards committed to or required by the Purchaser and the Bidder undertakes to cooperate with and provide to the Purchaser / any other Bidder appointed by the Purchaser, all documents and other details as may be required by them for this purpose
- h. Should the rate of progress of the works or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works by the stipulated time, or is in deviation to RFP requirements/standards, the Purchaser's representative shall so notify the Bidder in writing
- i. The Bidder shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time or to ensure compliance to RFP requirements. The Bidder shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the Purchaser or Purchaser's Representative that the actual progress of work does not conform to the approved programme the Bidder shall produce at the request of the Purchaser's Representative a revised programme showing the modification to the approved programme necessary to

ensure completion of the works within the time for completion or steps initiated to ensure compliance to the stipulated requirements.

- j. The submission seeking approval by the Purchaser or Purchaser's Representative of such programme shall not relieve the Bidder of any of his duties or responsibilities under the Contract
- k. In case during execution of works, the progress falls behind schedule or does not meet the RFP requirements, Bidder shall deploy extra manpower/resources to make up the progress or to meet the RFP requirements. Programme for deployment of extra man power/resources shall be submitted to the Purchaser for its review and approval, which approval shall not be unreasonably withheld. All time and cost effect in this respect shall be borne, by the Bidder within the Contract Value.

1.11.8 Knowledge of Site Conditions

- a. The Bidder shall be deemed to have understood the requirements and have satisfied himself with the Data contained in the Bidding Documents, the quantities and nature of the works and materials necessary for the completion of the works, etc., and in-general to have obtained himself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the Contract and his ability to perform it. However, if during delivery or installation, Bidder observes physical conditions and/or obstructions affecting the work, the Bidder shall take all measures to overcome them.
- b. Bidder shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Value for the works. The consideration provided in the Contract for the Bidder undertaking the works shall cover all the Bidder's obligation and all matters and things necessary for proper execution and maintenance of the works in accordance with the Contract and for complying with any instructions which the Purchaser's Representative may issue in accordance with the connection therewith and of any proper and reasonable measures which the Bidder takes in the absence of specific instructions from the Purchaser's Representative.
- c. The Bidder shall have conducted its own due diligence with regard to the information contained in the RFP. The Purchaser does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP and it is not possible for the Purchaser to consider particular needs of each Bidder who reads or uses this RFP. Each prospective Bidder should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP and obtain independent advice from appropriate sources.
- d. The Purchaser shall not have any liability to any prospective Bidder or any other person under any laws (including without limitation the law of contract or tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the declaration of the Bidders, the information supplied by or on behalf of the Purchaser or its employees, any consultants, or otherwise arising in any way from the bidding process. The Purchaser shall also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this RFP.

1.11.9 Program of Work

- a. Within 10 days after the award of work under this Contract or prior to kick-off meeting whichever is earlier, the Bidder shall submit to the Purchaser for its approval a detailed

programme showing the sequence, procedure and method in which he proposes to carry out the works as stipulated in the Contract and shall, whenever reasonably required by the Purchaser's Representative furnish in writing the arrangements and methods proposed to be made for carrying out the works. The programme so submitted by the Bidder shall conform to the duties and periods specified in the Contract. The Purchaser and the Bidder shall discuss and agree upon the work procedures to be followed for effective execution of the works, which the Bidder intends to deploy and shall be clearly specified. Approval by the Purchaser's Representative of a programme shall not relieve the Bidder of any of his duties or responsibilities under the Contract.

- b. If the Bidder's work plans necessitate a disruption/shutdown in Purchaser's operation, the plan shall be mutually discussed and developed so as to keep such disruption/shutdown to the barest unavoidable minimum. Any time and cost arising due to failure of the Bidder to develop/adhere such a work plan shall be to his account.

1.11.10 Bidder's Organization

- a. The Bidder's Team shall be deployed for execution of work and provision of Services under this Contract shall comprise of manpower resources with skills and expertise as mentioned in the RFP Volume: II – Scope of Work
- b. The Bidder shall supply to the Purchaser for its approval, within 10 calendar days after the release of Work Order under this Contract or prior to the kick-off meeting whichever is earlier, an organization chart showing the proposed organization/manpower to be established by the Bidder for execution of the work including the identities and Curriculum-Vitae of the key personnel to be deployed
- c. The Bidder should do the best of his efforts, avoid any change in the organization structure proposed for execution of this Contract or replacement of any manpower resource appointed for ASCL. If the same is however unavoidable, due to circumstances such as the resource leaving the Bidder's organization, the outgoing resource shall be replaced with an equally competent resource on approval from the Purchaser. The Bidder shall promptly inform the Purchaser in writing, if any such revision or change is necessary.
- d. In case of replacement of any manpower resource, the Bidder should ensure efficient knowledge transfer from the outgoing resource to the incoming resource and adequate hand-holding period and training for the incoming resource in order to maintain the continued level of service
- e. All manpower resources deployed by the Bidder for execution of this Contract must strictly adhere to the attendance reporting procedures and make their Services available for the entire reporting time period
- f. The Bidder shall provide necessary supervision during the execution of work and as long thereafter as the Purchaser may consider necessary for the proper fulfilment of the Bidder's obligations under the Contract. The Bidder or his competent and authorized representative(s) shall be constantly present at the site whole time for supervision. The Bidder shall authorize his representative to receive directions and instructions from the Purchaser's Representative.
- g. The Bidder shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and provision of Services for all costs/charges in connection thereof

- h. The Bidder shall provide and deploy only those manpower resources who are qualified, skilled and experienced in their respective trades and who are competent to deliver in a proper and timely manner the work they are required to perform or to manage/supervise the work
 - i. The Purchaser's Representative may at any time object to and require the Bidder to remove forthwith from the Project any authorized representative or employee of the Bidder or any person(s) of the Bidder's Team, if, in the opinion of the Purchaser's Representative the person in question has misconducted or his/her deployment is otherwise considered undesirable by the Purchaser's Representative. The Bidder shall forthwith remove and shall not again deploy the person without the written consent of the Purchaser's Representative.
 - j. The Purchaser's Representative may at any time object to and request the Bidder to remove from the Project any of Bidder's authorized representative including any employee of the Bidder or his team or any person(s) deployed by Bidder or his team for professional incompetence or negligence or for being deployed for work for which he is not suited. The Bidder shall consider the Purchaser's Representative request and may accede to or disregard it. The Purchaser's Representative, having made a request, as aforesaid in the case of any person, which the Bidder has disregarded, may in the case of the same person at any time but on a different occasion, and for a different instance of one of the reasons referred to above in this clause object to and require the Bidder to remove that person from deployment on the work, which the Bidder shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of the Purchaser's Representative.
 - k. The Purchaser's Representative shall state to the Bidder in writing his reasons for any request or requirement pursuant to this clause
 - l. The Bidder shall maintain backup personnel and shall promptly replace every person removed, pursuant to this section, with an equally competent substitute from the pool of backup personnel
- 1.11.11 Adherence to safety procedures, rules regulations and restrictions
- a. Bidder shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Bidder shall abide by these laws.
 - b. Bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Purchaser's employee also shall comply with safety procedures/policy.
 - c. The Bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations
 - d. Bidder shall also adhere to all security requirement/regulations of the Purchaser during the execution of the work
- 1.11.12 Statutory Requirements
- a. During the tenure of this Contract nothing shall be done by the Bidder in contravention of any law, act and/or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep Purchaser indemnified in this regard

- b. The Bidder and their personnel/representative shall not alter/change/replace any hardware component proprietary to the Purchaser and/or under warranty or AMC of Third Party without prior consent of the Purchaser
- c. The Bidder and their personnel/representative shall not without consent of the Purchaser install any hardware or software not purchased/owned by the Purchaser

1.12 Bidder's Personnel

- 1.12.1 The Bidder shall employ and provide such qualified and experienced personnel as are required to perform the Services under the Contract
- 1.12.2 All the personnel, also of the Bidder's partners shall be deployed only after adequate background verification check. The Bidder shall submit consolidated certificate of background verification from HR, counter signed by the authorised signatory, for the personnel before their deployment on the Project. Any deviations, if observed, would lead to removal of the personnel from the Project. Purchaser reserves the right to review/audit the background verification documents of any employee of bidder involved in the Project.

1.13 Project Manager

- 1.13.1 The Bidder shall ensure that at all times during the currency of the Contract a Manager acceptable to the Purchaser shall take charge of the performance of the Contract. The Manager shall be assisted by Operations & Maintenance staff, Technical support staff and other members of the team. The desired team composition required for execution of Operations and Maintenance phase has been provided in Volume: I RFP at Annexure I: Manpower Details

1.14 Contract Administration

- 1.14.1 No variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties
- 1.14.2 Either party may appoint any individual/organization as their authorized representative through a written notice to the other party. Each Representative shall have the authority to:
 - a. exercise all of the powers and functions of his/her Party under this Contract other than the power to amend this Contract and ensure the proper administration and performance of the terms hereof; and
 - b. bind his or her Party in relation to any matter arising out of or in connection with this Contract
- 1.14.3 The Bidder along with other members / third parties / OEMs shall be bound by all undertakings and representations made by the authorized representative of the Bidder and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf
- 1.14.4 For the purpose of execution or performance of the obligations under this Contract, the Purchaser's representative would act as an interface with the nominated representative of the Bidder. The Bidder shall comply with any instructions that are given by the Purchaser's representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the RFP.

1.15 Purchaser's Right of Monitoring, Inspection and Periodic Audit

- 1.15.1 The Purchaser or Purchaser's Technical Representative reserves the right to inspect and monitor/assess the progress/performance/maintenance of the solutions at any time during the course of the Contract, after providing due notice to the Bidder. The Purchaser may demand and upon such demand being made, the purchaser shall be provided with any document, data, material or any other information which it may require, to enable it to assess the progress of the Project.
- 1.15.2 The Purchaser or Purchaser's Technical Representative shall also have the right to conduct, either itself or through an independent audit firm appointed by the Purchaser as it may deem fit, an audit to monitor the performance by the Bidder of its obligations/functions in accordance with the standards committed to or required by the Purchaser and the Bidder undertakes to cooperate with and provide to the Purchaser / any other Bidder appointed by the Purchaser, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Bidder failing which the Purchaser may, without prejudice to any other rights that it may issue a notice of default.
- 1.15.3 The Bidder shall at all times provide to the Purchaser or the Purchaser's Representative access to the Site

1.16 Purchaser's Obligations

- 1.16.1 The Purchaser's Representative shall interface with the Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Purchaser shall provide adequate cooperation in providing details, assisting with coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Purchaser is proper and necessary
- 1.16.2 Purchaser shall ensure that timely approval is provided to the Bidder, where deemed necessary, which should include technical architecture diagrams and all the specifications related to IT infrastructure required to be provided as part of the Scope of Work. All such documents/deliverables shall be approved within 21 working days of the receipt of the documents by the Purchaser.
- 1.16.3 The Purchaser shall approve all such documents as per above Clause
- 1.16.4 The Purchaser shall formulate Standard Operating Procedures (SOPs) and Technical committee for the approval of documents/deliverables/milestones
- 1.16.5 Project specific responsibilities of the Purchaser are listed in Volume : I at Annexure V: Roles and Responsibilities of ASCL

1.17 Intellectual Property Rights

- 1.17.1 Purchaser shall own and have Intellectual Property Rights of all the Deliverables which have been developed by the Bidder during the performance of Services and for the purposes of inter-alia use of such Services under this Contract. The Bidder undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively conserve the Intellectual Property Rights of the Purchaser.

- 1.17.2 If Purchaser desires, further, the Bidder shall be obliged to ensure that all approvals, registrations, licenses, permits and rights which are inter-alia necessary for use of the infrastructure installed by the Bidder, the same shall be acquired in the name of the Purchaser, prior to termination of this Contract and which shall be assigned by the Purchaser to the Bidder for the purpose of execution of any of its obligations under the terms of the Bid, RFP or this Contract. However, subsequent to the term of this Contract, such approvals etc. shall endure to the exclusive benefit of the Purchaser.
- 1.17.3 The Bidder shall ensure that while it uses any Software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Bidder shall keep the Purchaser indemnified, as provided in Clause 1.20 - Indemnity against all costs, against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Bidder during the course of performance of the Services

1.18 Record of Contract Documents

- 1.18.1 The Bidder shall at all-time make and keep sufficient copies of the drawings, Specifications and Contract documents for him to fulfil his duties under the Contract
- 1.18.2 The Bidder shall keep at least two copies of each and every specification and Contract document, in excess of his own requirement and those copies shall be available at all times for use by the Purchaser's Representative and by any other person authorized by the Purchaser's Representative

1.19 Ownership of Equipment

- 1.19.1 The Purchaser shall own the assets/components including but not limited to equipment, software, licenses, processes, Documents, etc., supplied by the Bidder arising out of or in connection with this Contract
- 1.19.2 However, all the risk and liability arising out of or in connection with the usage of the equipment, assets/components during the term of the Contract shall be borne by the bidder

1.20 Indemnity

- 1.20.1 The Bidder shall indemnify the Purchaser from and against all Third Party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied Software/hardware/manpower etc. and related services or any part thereof. Purchaser/user department stands indemnified from any claims that the hired manpower / Bidder's manpower may opt to have towards the discharge of their duties in the fulfilment of the work orders. Purchaser / user department also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower / Bidder's manpower while discharging their duty towards fulfilment of the work orders. Purchaser shall provide bidder with prompt notice of such claim and allow Bidder to control the defence of such claim. Indemnity shall be limited to damages that may be finally awarded against the bidder.

1.21 Taxes

- 1.21.1 Income tax shall be deducted at source by Purchaser from all the payments made to Bidder according to the Income Tax Act, unless valid and complete documents for IT exemption are submitted by the Bidder prior to release of payment. A certificate shall be provided by Purchaser to the Bidder for any tax deducted at source.
- 1.21.2 The Bidder shall bear all personnel taxes levied or imposed on its personnel, or any other member of the Bidder's Team, etc. on account of payment received under this Contract. The Bidder shall bear all corporate taxes, levied or imposed on the Bidder on account of payments received by it from the Purchaser for the work done under this Contract.
- 1.21.3 The Bidder shall bear all taxes and duties etc. levied or imposed on the Bidder under the Contract including but not limited to GST, Sales Tax, Customs duty, Excise duty, Octroi, Service Tax, VAT, Works Contracts Tax and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof during the entire Contract period, i.e., on account of material supplied and services rendered and payments received by him from the Purchaser under the Contract. However Bidder shall recover all the Indirect taxes from ASCL on actuals at the rate prevailing at the time of billing and ASCL shall also be responsible for any newly Introduced taxes. It shall be the responsibility of the Bidder to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The Bidder shall also provide the Purchaser such information, as it may be required in regard to the Bidder's details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The amount of tax withheld by the Purchaser shall at all times be in accordance with Indian Tax Law and the Purchaser shall promptly furnish to the Bidder original certificates for tax deduction at source and paid to the Tax Authorities.
- 1.21.4 If there is any reduction in taxes/duties/levies due to any reason whatsoever, after Notification of Award, the difference shall be passed on to the Purchaser. In case of increase in taxation, Purchaser shall pay the tax as applicable.
- 1.21.5 The Bidder agrees that he and his Team shall comply with the Indian Income Tax act in force from time to time and pay Indian Income Tax, as may be imposed/levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract
- 1.21.6 The Bidders shall fully familiarize themselves about the applicable domestic taxes (such as value added or sales tax, service tax, income taxes, duties, fees, levies, etc.) on amounts payable by the Purchaser under the Contract. All such taxes must be included by Bidders in the Commercial Bid (Bidder to find out applicable taxes for the components being proposed).
- 1.21.7 Should the Bidder fail to submit returns / pay taxes in times as stipulated under applicable Indian/State Tax Laws and consequently any interest or penalty is imposed by the concerned authority, the Bidder shall pay the same. The Bidder shall indemnify Purchaser against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty by any such Tax Authority may assess or levy against the Purchaser/Bidder.
- 1.21.8 The Purchaser shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly

1.22 Warranty

- 1.22.1 A comprehensive on-site warranty and Annual Maintenance Support on all goods supplied under this Contract shall be provided by the respective Original Equipment Manufacturer (OEM) through Bidder's engineers till the end of the Contract
- 1.22.2 Technical Support for software shall be provided by the respective OEM till the end of the Contract period. The Technical Support should include all updates and patches to the respective Software for the above stated period.
- 1.22.3 The Bidder warrants that the Goods supplied under the Contract are new, non-refurbished, unused and recently manufactured; shall not be nearing end of sale / end of support; and shall be supported by the Bidder and respective OEM along with service and spares support to ensure its efficient and effective Operations for the entire duration of the Contract
- 1.22.4 The Bidder warrants that the Goods supplied under this Contract shall be of the reasonably acceptable grade and quality and consisted with the established and generally accepted standards for materials of this type. The Goods shall be in full conformity with the Specifications and shall operate properly and safely. All recent design improvements in goods, unless provided otherwise in the Contract, shall also be made available.
- 1.22.5 The Bidder further warrants that the Goods supplied under this Contract shall be free from all encumbrances and defects/faults arising from design, material, manufacture or workmanship (except insofar as the design or material is required by the Purchaser's Specifications)
- 1.22.6 The Purchaser shall promptly notify the Bidder in writing of any claims arising under this Warranty
- 1.22.7 Upon receipt of such notice, the Bidder shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without prejudice to any other rights which the Purchaser may have against the Bidder under the Contract
- 1.22.8 If the Bidder, having been notified, fails to remedy the defect(s) within 15 (fifteen) days, the Purchaser may proceed to take such remedial action as may be necessary, at the Bidder's risk and expense and without prejudice to any other rights which the Purchaser may have against the Bidder under the Contract

1.23 Term and Extension of the Contract

- 1.23.1 The term of this Contract shall be initially for a period of 60 months from date of the Contract signing, out of which initial 12 months shall be implementation period and 48 months of Operations & Maintenance after effective date of Go-Live
- 1.23.2 The Purchaser shall reserve the sole right to grant any extension to the term abovementioned and shall notify in writing to MSI, at least 6 (six) months before the expiration of the Term hereof, whether it shall grant MSI an extension of the Term. The decision to grant or refuse the extension shall be at the Purchaser's discretion and such extension of the contract, if any, shall be as per terms agreed mutually between the Authority and MSI.
- 1.23.3 Terms and conditions for SLA, penalty and Prices for managed services, AMC & Manpower shall be mutually decided/agreed by Purchaser and Bidder
- 1.23.4 Where the Purchaser is of the view that no further extension of the term be granted to the Bidder, the Purchaser shall notify the Bidder of its decision at least 6 (six) months prior to the expiry of the Term. Upon receipt of such notice, the Bidder shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within

which, the Purchaser shall either appoint an alternative service provider or create its own strength to operate such Services as are provided under this Contract.

1.24 Prices

- 1.24.1 Prices (excluding taxes) quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of Contract. Purchaser however reserves the right to review the charges payable at the beginning of the each year or at any time at the request of Purchaser whichever is earlier to incorporate downward revisions as applicable and necessary. If at any time, during the period of Contract, the Bidder offers identical services/products to any other Govt. Department/Organization at prices lower than those chargeable under this Contract, he shall notify the same to the Purchaser and extend such reduced prices to the Purchaser with immediate effect.

1.25 Exchange Rate Variation (ERV)

- 1.25.1 Prices of the Goods quoted herein are highly dependent upon imports and foreign exchange rates vis-à-vis INR. Therefore the prices quoted shall be increased or decreased depending upon the prevailing exchange rate on the Designated Date, as elaborated below:
- 1.25.2 The price in respect of Goods listed in this proposal ("Items") should be based on Foreign Exchange rate of US\$ 1 = INR _____ (the "Base Rate") which should be mentioned in the Commercial Bid
- 1.25.3 The price quoted shall be increased or decreased if the ERV is + 5% (by the amount which is in excess or less of 5% of Base Rate)
- 1.25.4 The exchange rate variation (ERV) percentage shall be calculated as a percentage increase/decrease signified by the difference in the Current Rate and the Base Rate over the Base Rate, calculated as follows:

$$ERV = \frac{\text{Current Rate} - \text{Base Rate}}{\text{Base Rate}} \times 100$$

- 1.25.5 Note for clarification: ERV shall not be applicable for the first year from date of award of Contract. As such clause shall only be applicable from 2nd year on half-yearly basis on imported items only.
- 1.25.6 "Designated Date" shall mean the last working date from the applicability of this clause. In case Designated Date falls on a holiday, then the immediately succeeding day shall be treated as the Designated Date.
- 1.25.7 "Current Rate" shall mean USD Selling Rate as on the closing hours of the Designated Date (or the immediately succeeding business day in case Forex markets in India are closed on the Designated Date)

1.26 Change Orders / Alteration / Variation

- 1.26.1 The Bidder agrees that the system requirements/quantities/licenses/specifications and Service requirements given in the RFP are minimum requirements and are in no way exhaustive and guaranteed by the Purchaser
- a. Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the quantities, specifications, diagrams etc. of the RFP which the Bidder had

- not brought to the Purchaser's notice till the time of award of work and not accounted for in his Bid shall not constitute a change order and such upward revisions and/or addition shall be carried out by the Bidder without any time and cost effect to Purchaser
- b. It shall be the responsibility of the Bidder to meet all the performance and other requirements of the Purchaser as stipulated in the RFP/Contract. Any upward revisions/additions of quantities, specifications, technical manpower, Service requirements to those specified by the Bidder in his bid Documents, that may be required to be made during Implementation & Maintenance of Smart Solutions or at any time during the currency of the Contract in order to meet the conceptual design, objective and performance levels or other requirements as defined in the RFP. These changes shall be carried as per mutual consent.
- 1.26.2 The Purchaser may at any time, by a written change order given to the Bidder, make changes within the general scope of the Contract. The Purchaser shall have the option to increase or decrease (decrease only if communicated to Bidder prior to availing of Services/dispatch of Goods/Equipment) the quantities, licenses and/or specifications of the Goods/Equipment to be supplied and installed by the Bidder or Service requirements, as mentioned in the Contract, at any time during the Contract period.
- 1.26.3 The written advice to any change shall be issued by the Purchaser to the Bidder up to 4 (four) weeks prior to the due date of provisioning/supply of such Goods/Equipment or commencement of Services
- 1.26.4 In case of increase in quantities/licenses/specifications or Service requirements or in case of additional requirement, the rate as provided in the Contract shall be considered as benchmark rates for procurement of the additional requirement from the Bidder. However, based on the industry trends, Purchaser retains the right to review these rates. The additional requirement shall also be governed by the same terms and conditions as provided in the Contract except for the appropriate extension of time to be allowed for delivery/installation of such extra Goods/Equipment or for commencement of such Services. In case of decrease in Quantities or Specifications of Goods/Equipment or Service requirements, the Bidder shall give a reduction in price at the rate given in the Contract corresponding to the said decrease.
- 1.26.5 In case applicable rates for the increase/decrease in question are not available in the Contract then the rates as may be mutually agreed shall apply. The Bidder shall not be entitled to any claim by way of change of price, damages, losses, etc. The Bidder shall be compensated at actual for any cancellation charges provided the claim is duly supported by documentary evidence of having incurred cancellation charges, which results from Purchaser's action in reducing/cancelling Scope of Work.
- 1.26.6 Conditions for Change Order
- a. The change order shall be initiated only in case (i) the Purchaser or Purchaser's Technical Representative directs in writing the Bidder to incorporate changes to the Goods or design requirements already covered in the Contract (ii) the Purchaser or Purchaser's Technical Representative directs in writing to the Bidder to include any addition to the Scope of Work or Services covered under this Contract or delete any part thereof, (iii) Bidder requests to delete any part of the work which shall not adversely affect the operational capabilities and functioning of the system and if the deletions proposed are agreed to by the Purchaser and for which cost and time benefits shall be passed on to the Purchaser
- b. Any change order comprising an alteration which involves change in the cost of the Goods and/or Services (which sort of alteration is hereinafter called a "Variation") shall be the

subject of an amendment to the Contract by way of an increase or decrease in the Contract Value and adjustment of the implementation schedule if any

- c. If the Contract provides applicable rates for the valuation of the variation in question the Contract Value shall subject to Clause below be increased or decreased in accordance with those rates
- d. If parties agree that the Contract does not contain applicable rates or that the said rates are inappropriate or the said rates are not precisely applicable to the variation in question, then the parties shall review of the Contract Value which shall represent the change in cost of the goods and/or works caused by the Variations. Any change order shall be duly approved by the Purchaser in writing.
- e. If there is a difference of opinion between the Bidder and Purchaser's Representative on whether a particular item, work or part of the work constitutes a change order or not, the matter shall be handled in accordance with the procedures set forth in Clause 1.26.7 (k) - Change Order / Alteration / Variation

1.26.7 Procedures for Change Order

- a. Upon receiving any revised requirement/advice, in writing, from the Purchaser or Purchaser's Technical Representative, the Bidder would verbally discuss the matter with Purchaser's Representative
- b. In case such requirement arises from the side of the Bidder, he would also verbally discuss the matter with Purchaser's Representative giving reasons thereof
- c. In either of the cases as explained in above two Clauses, the representatives of both the parties shall discuss on the revised requirement for better understanding and to mutually decide whether such requirement constitutes a Change Order or not
- d. If it is mutually agreed that such requirement constitutes a "Change Order" then a joint memorandum shall be prepared and signed by the Bidder and Purchaser to confirm a "Change Order" and basic ideas of necessary agreed arrangement
- e. Bidder shall study the revised requirement in accordance with the joint memorandum under Clause (d) above and assess subsequent schedule and cost effect, if any
- f. Upon completion of the study referred to above under Clause (e) above, the results of this study along with all relevant details including the estimated time and cost effect thereof with supporting documents would be submitted to the Purchaser to enable the Purchaser to give a final decision whether Bidder should proceed with the Change Order or not in the best interest of the works
- g. The estimated cost and time impact indicated by Bidder shall be considered as a ceiling limit and shall be provisionally considered for taking a decision to implement Change Order
- h. The time impact applicable to the Contract shall be mutually agreed, subsequently, on the basis of the detailed calculations supported with all relevant back up documents
- i. In case Bidder fails to submit all necessary substantiation/calculations and back up documents, the decision of the Purchaser regarding time and cost impact shall be final and binding on the Bidder
- j. If Purchaser accepts the implementation of the Change Order under Clause 1.26.7 (f) - Change Orders / Alteration / Variation in writing, which would be considered as Change Order, then Bidder shall commence to proceed with the enforcement of the Change Order pending final agreement between the parties with regard to adjustment of the Contract Value and the Schedule

- k. In case, mutual agreement under Clause 1.26.7 (d) - Change Orders / Alteration / Variation, i.e. whether new requirement constitutes the Change Order or not, is not reached, then Bidder in the interest of the works, shall take up the enforcement of the Change Order, if advised in writing to do so by Purchaser's Representative pending settlement between the two parties to the effect whether such requirement constitutes a Change Order or not as per the terms and conditions of Contract Documents. The time and cost effects in such a case shall be mutually verified and recorded. Should it establish that the said work constitutes a change order, the same shall be compensated taking into account the records kept in accordance with the Contract.
- l. The Bidder shall submit necessary back up documents for the Change Order showing the break-up of the various elements constituting the Change Order for the Purchaser's review. If no agreement is reached between the Purchaser and Bidder within 60 days after Purchaser's instruction in writing to carry out the change concerning the increase or decrease in the Contract Value and all other matters described above, either party may refer the dispute to arbitration.

1.26.8 Conditions for Revised Work / Change Order

- a. The provisions of the Contract shall apply to revised work / change order as if the revised Work / Change Order has been included in the original Scope of Work. However, the Contract Value shall increase/decrease and the schedule shall be adjusted on account of the revised work / Change Orders as may be mutually agreed in terms of provisions set forth in Clause 1.26 – Change Orders / Alteration / Variation. The Bidder's obligations with respect to such revised Work / Change Order shall remain in accordance with the Contract.

1.27 Suspension of Work

- 1.27.1 The Bidder shall, if ordered in writing by the Purchaser's Representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Bidder shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid but shall be eligible for the payment (of products/Services delivered and accepted) during the suspension period as per Contract . An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Bidder, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Bidder. Both Bidder and Purchaser acknowledge that suspension of work by Purchaser, if results in extension of Contract, the extra cost shall be on account of Purchaser which shall be mutually agreed. In case the suspension of works, is not consequent to any default or failure on the part of the Bidder, and lasts for a period of more than 2 months, the Bidder shall have the option to request the Purchaser to terminate the Contract with mutual consent.
- 1.27.2 In the event that the Purchaser suspends the progress of work for any reason not attributable to the Bidder for a period in excess of 30 days in aggregate, rendering the Bidder to extend his performance bank guarantee then Purchaser shall bear only the cost of extension of such bank guarantee for such extended period restricted to the normal bank rates as applicable in the international banking procedures subject to the Bidder producing the requisite evidence from the bank concerned

1.28 Time is of Essence

- 1.28.1 Time shall be of the essence in respect of any date or period specified in this Contract or any notice, demand or other communication served under or pursuant to any provision of this Contract and in particular in respect of the completion of the Services by the Bidder by the completion date

1.29 Completion of Contract

- 1.29.1 Unless terminated earlier, pursuant to Clauses 1.4- Representations & Warranties , 1.17- Intellectual Property Rights, 2.2- Ownership and Retention of Documents, 1.19 Ownership of Equipment and 2.4 – Confidentiality, the Contract shall terminate on the completion of term as specified in the Contract and only after the obligations mentioned in Clause 2.7 – Consequences of Termination are fulfilled to the satisfaction of the Purchaser

1.30 Special Conditions of Contract

- 1.30.1 Amendments of, and Supplements to, Clauses in the General Conditions of Contract

1.31 Consequences of Event of Default

- 1.31.1 Where an Event of Default subsists or remains uncured the Purchaser may/shall be entitled to:
- 1.31.2 The Bidder shall in addition take all available steps to minimize loss resulting from such event of default
- 1.31.3 The Purchaser may, by a written notice of suspension to the Bidder, suspend all payments to the Bidder under the Contract, provided that such notice of suspension:
- a. shall specify the nature of the failure; and
 - b. shall request the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Bidder
- 1.31.4 Terminate the Contract in Part or Full
- a. Retain such amounts from the payment due and payable by the Purchaser to the Bidder as may be required to offset any losses caused to the Purchaser as a result of such event of default and the Bidder shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser in this regard. Nothing herein shall effect the continued obligation of the Bidder and Bidder's Team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default
 - b. Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, recover such other costs/losses and other amounts from the Bidder as may have resulted from such default and pursue such other rights and/or remedies that may be available to the Purchaser under law

1.32 Penalty

- 1.32.1 Ongoing performance and Service Levels shall be as per parameters stipulated by the Purchaser in this Contract, failing which the Purchaser may, at its discretion, impose penalties on the Bidder as defined in General Conditions of the Contract and Service Level Agreement of the RFP

1.33 Liquidated Damages

1.33.1 Subject to Clause 1.42 – Force Majeure, if the Bidder fails to complete the entire works before the scheduled completion date or the extended date or if Bidder repudiates the Contract before completion of the Work, the Purchaser may without prejudice to any other right or remedy available to the Purchaser as under the Contract:

- a. Recover from the Bidder, as liquidated damages a sum equivalent to 0.5% of the Contract Value for each day delay beyond the Scheduled completion date or part thereof, subject to a maximum of 10% of “Work Order Value”. For the purpose of liquidated damages, the scheduled completion date shall be taken as “Effective Date of Go-Live”.

AND/OR

- b. Terminate the Contract or a portion or part of the work thereof. The Purchaser shall give 30 days’ notice to the Bidder of its intention to terminate the Contract and shall so terminate the Contract unless during the 30 days’ notice period, the Bidder initiates remedial action acceptable to the Purchaser.

1.33.2 The Purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Bidder in its hands under this Contract only (which includes the Purchaser’s right to claim such amount against Bidder’s Bank Guarantee) or which may become due to the Bidder. Any such recovery or liquidated damages shall not in any way relieve the Bidder from any of its obligations to complete the work or from any other obligations and liabilities under the Contract.

1.33.3 Delay not attributable to the Bidder shall be considered for exclusion for the purpose of computing liquidated damages

1.34 Dispute Resolution

1.34.1 The Purchaser and the Bidder shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract

1.34.2 If, after Thirty (30) days from the commencement of such direct informal negotiations, the Purchaser and the Bidder have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in Clauses 1.34.3- Dispute Resolution and Clause 1.34.4 - Dispute Resolution

1.34.3 In the case of a dispute or difference arising between the Purchaser and the Bidder relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the award of two Arbitrators, one Arbitrator to be nominated by the Purchaser and the other to be nominated by the Bidder or in case of the said Arbitrators not agreeing, then to the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference, and in case the Arbitrators cannot agree to the Umpire, he may be nominated by the High Court of Punjab and Haryana, Chandigarh. The award of the Arbitrators, and in the event of their not agreeing, of the Umpire appointed by them or by the High Court of Punjab and Haryana, Chandigarh shall be final and binding on the parties.

- 1.34.4 The Arbitration and Conciliation Act 1996, the rules hereunder and any statutory modification or re-enactment thereof, shall apply to the arbitration proceedings
- 1.34.5 The Arbitration proceedings shall be held in Chandigarh.
- 1.34.6 The Arbitration proceeding shall be governed by the substantive laws of India
- 1.34.7 The proceedings of Arbitration shall be in English language
- 1.34.8 Except as otherwise provided elsewhere in the Contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the Contract or breach thereof the same shall be decided by an Arbitral Tribunal consisting of three Arbitrators. Each party shall appoint one Arbitrator and the Arbitrators so appointed shall appoint the third Arbitrator who shall act as Presiding Arbitrator.
- 1.34.9 In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of India or any person or institution designated by him (in case of International commercial Arbitration) shall appoint the Arbitrators / Presiding Arbitrator. In case of domestic contracts, the Chief Justice of the High Court or any person or institution designated by him within whose jurisdiction the subject work order / Contract has been placed/made, shall appoint the arbitrator / Presiding Arbitrator upon request of one of the parties.
- 1.34.10 If any of the Arbitrators so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrator to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
- 1.34.11 It is a term of the Contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter
- 1.34.12 It is also a term of the Contract that neither party to the Contract shall be entitled for any interest on the amount of the award
- 1.34.13 The Arbitral Tribunal shall give reasonable award and the same shall be final, conclusive and binding on the parties
- 1.34.14 The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties
- 1.34.15 Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause
- 1.34.16 Continuance of the Contract:
Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract

1.35 Insurance

- 1.35.1 The goods supplied under this Contract shall be fully insured by the Bidder, against any loss or damage up to the time it is delivered to the Bidder-designated carrier for shipment to Purchaser or to Purchaser's designated location, The Bidder shall submit to the Purchaser, certificate of insurance issued by the insurance company, indicating that such insurance has been taken
- 1.35.2 The Bidder shall bear all the statutory levies like customs, insurance, freight, etc. applicable on the goods during their shipment from respective manufacturing/shipment site of the OEM to the port of landing
- 1.35.3 All charges like transportation charges, octroi, etc. that may be applicable till the goods are delivered at the respective site of installation shall also be borne by the Bidder
- 1.35.4 The Bidder during the term of this Contract undertakes to ensure that it has taken or shall take up all appropriate insurances for the delivery of Goods that it is required to undertake under law as well as to adequately cover its obligations under this Contract:
 - a. shall take out and maintain, at his own cost insurance with IRDA approved insurers against the risks, and for the coverage, as specified below: shall pay all premium in relation thereto and shall ensure that nothing is done to make such insurance policies void or voidable at the Purchaser's request, shall provide certificate of insurance to the Purchaser showing that such insurance has been taken out and maintained. Employer's liability and workers' compensation insurance in respect of the Personnel of the Bidder / Bidder's Team, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
 - b. Insurance against loss of or damage to
 - i. Equipment or assets procured or developed in whole or in part for fulfilment of obligations under this Contract
 - ii. the Bidder's assets and property used in the performance of the Services
 - iii. public liability;
 - iv. either professional indemnity or errors and omissions;
 - v. product liability;
 - vi. workers' compensation as required by law; and
- 1.35.5 If the Bidder fails to effect and maintain insurances as described above, the Purchaser may effect and maintain such insurances on behalf of the Bidder and deduct such amounts from the amounts due and payable to the Bidder

1.36 Transfer of Ownership

- 1.36.1 The Bidder must transfer all goods, clear and unencumbered titles to the assets and goods procured for the purpose of the Project to the Purchaser at the time of delivery of assets and goods. This includes all licenses, titles, source code, certificates, hardware, devices, equipment's etc. related to the system designed, developed, installed and maintained by the Bidder.

1.37 Conflict of Interest

- 1.37.1 A Bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest

shall be disqualified. In the event of disqualification, the Purchaser shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Purchaser for, inter alia, the time, cost and effort of the Purchaser including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Purchaser hereunder or otherwise.

1.37.2 The Purchaser requires that the Master System Integrator provides solutions which at all times hold the Purchaser's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Master System Integrator shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Purchaser.

1.37.3 Without limiting the generality of the above, an Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- I. the Bidder, its consortium member (the "Member") or Associates (or any constituent thereof) and any other Bidder, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
 - a) where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person;
 - b) where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- II. a constituent of such Bidder is also a constituent of another Bidder; or
- III. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- IV. such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
- V. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Bidder; or
- VI. there is a conflict among this and other Systems Implementation/Turnkey solution assignments of the Bidder (including its personnel and other members, if any) and any

subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Systems Implementation Agency will depend on the circumstances of each case. While providing software implementation and related solutions to the Purchaser for this particular assignment, the Systems Implementation Agency shall not take up any assignment that by its nature will result in conflict with the present assignment; or

VII. A firm hired to provide System Integration/Turnkey solutions for the implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;

1.37.4 An Bidder eventually appointed to implement software solutions for this Project, its Associates, affiliates and the Financial Expert, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to software solutions delivered to the Purchaser in continuation of this systems implementation or to any subsequent systems implementation executed for the Purchaser in accordance with the rules of the Purchaser.

1.38 Severance

1.38.1 In the event any provision of this Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect

1.39 Governing Language

1.39.1 The Contract shall be written in English language. Subject to Clause 1.43 - General such language versions of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

1.39.2 "No Claim" Certificate

1.39.3 The Bidder shall not be entitled to make any claim, whatsoever against the Purchaser, under or by virtue of or arising out of, this Contract, nor shall the Purchaser entertain or consider any such claim, if made by the Bidder after he shall have signed a "No claim" certificate in favour of the Purchaser in such forms as shall be required by the Purchaser after the works are finally accepted

1.40 Publicity

1.40.1 The Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Purchaser first gives the Bidder its written consent

1.41 "No Claim" Certificate

1.41.1 The Bidder shall not be entitled to make any claim, whatsoever against the Purchaser, under or by virtue of or arising out of, this Contract, nor shall the Purchaser entertain or consider any such claim, if made by the Bidder after he shall have signed a "No claim" certificate in

favour of the Purchaser in such forms as shall be required by the Purchaser after the works are finally accepted

1.42 Force Majeure

- 1.42.1 Force Majeure shall mean an event beyond the control of the Parties and which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:
- a. act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);
 - b. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo;
 - c. rebellion, revolution, insurrection, or military or usurped power, or civil war;
 - d. contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
 - e. riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier or of his Subcontractors; or
 - f. acts or threats of terrorism
- 1.42.2 Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the RFP. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract. However, the Bidder shall note that cyber-attack, corruption of information, software corruption, destruction of information, virus attack in the system or any such software malfunction shall not constitute a Force Majeure event and the rectification of the same shall be borne by the Bidder.
- 1.42.3 The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Purchaser shall make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate DR or any failure in setting up a contingency mechanism would not constitute Force Majeure, as set out above.
- 1.42.4 In case of a Force Majeure, all Parties shall endeavour to agree on an alternate mode of performance in order to ensure the continuity of Service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure
- 1.42.5 In case of Force Majeure, all the Parties shall bear their own costs, and the Purchaser shall not be liable to the Bidder for any costs that the latter incurs on account of such Force Majeure
- 1.42.6 In the event that the Force Majeure continues for 180 (one hundred and eighty) days, the Contract shall be deemed to have been terminated

1.43 General

1.43.1 Relationship between the Parties

- a. Nothing in this Contract constitutes any fiduciary relationship between the Purchaser and Agency / Bidder's Team or any relationship of employer employee, principal and agent, or partnership, between the Purchaser and Bidder
- b. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract
- c. The Purchaser has no obligations to the Bidder's Team except as agreed under the terms of this Contract

1.43.2 No Assignment

The Bidder shall not transfer any interest, right, benefit or obligation under this Contract without the prior written consent of the Purchaser. The Purchaser shall not assign, delegate or otherwise transfer any of its liabilities or obligations under this contract without prior written permission of the Bidder.

1.43.3 Survival

The provisions of the clauses of this Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the Purchaser notifies the Bidder of its release from those obligations

1.43.4 Entire Contract

The terms and conditions laid down in the RFP and all annexure thereto as also the Bid and any attachments/annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior Contract, understanding or representation of the Parties on the subject matter.

1.43.5 Governing Law

This Contract shall be governed in accordance with the Laws of India

1.43.6 Jurisdiction of Courts

The courts of India at Chandigarh have exclusive jurisdiction to determine any proceeding in relation to this Contract

1.43.7 Compliance with Laws

The Bidder shall comply with the laws in force in India in the course of performing this Contract

1.43.8 Notices

- a. A "notice" means:
 - i. A notice; or
 - ii. A consent, approval or other communication required to be in writing under this Contract

All notices, requests or consents provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

To Purchaser at:

Amritsar Smart City Limited

<<Attn: XXXX, XXXX, ASCL >>

[Phone:]

[Fax:]

To Bidder at:

Attn:

[Phone:]

[Fax:]

Any Party may change the address to which notices are to be directed to it by notice to the other parties in the manner specified above.

A notice served on a Representative is taken to be notice to that Representative's Party

1.43.9 Waiver

- a. Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights
- b. A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision
- c. The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision

1.43.10 Modification

Any modification of this Contract shall be in writing and signed by an authorized representative of each Party

1.43.11 Application

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them

1.44 Exit Management Plan

1.44.1 An Exit Management plan shall be furnished by Bidder in writing to the Purchaser within 60 days from the date of signing the Contract, which shall deal with at least the following aspects of exit management in relation to the Contract as a whole and in relation to the Project Implementation, and Service Level monitoring

- a. A detailed program of the transfer process that could be used in conjunction with a Replacement Master System Integrator including details of the means to be used to ensure continuing provision of the Services throughout the transfer process or until the cessation of the Services and of the management structure to be used during the transfer
- b. Plans for provision of contingent support to Project and Replacement Master System Integrator for a reasonable period after transfer
- c. Exit Management plan in case of normal termination of Contract period
- d. Exit Management plan in case of any eventuality due to which Project is terminated before the Contract period
- e. Exit Management plan in case of termination of the Bidder

1.44.2 Exit Management plan at the minimum adhere to the following:

- a. Three (3) months of the support to Replacement Master System Integrator post termination of the Contract
- b. Complete handover of the Planning documents, bill of materials, functional requirements specification, technical specifications of all equipment, change requests if any, sources codes, reports, documents and other relevant items to the Replacement Master System Integrator / Purchaser
- c. Certificate of Acceptance from authorized representative of Replacement Master System Integrator issued to the Bidder on successful completion of handover and knowledge transfer
- d. In the event of termination or expiry of the Contract, Project Implementation, or Service Level monitoring, both Bidder and Purchaser shall comply with the Exit Management Plan
- e. During the exit management period, the Bidder shall use its best efforts to deliver the Services

1.45 IT Act 2008

- 1.45.1 Besides the terms and conditions stated in this document, the Contract shall also be governed by the overall acts and guidelines as mentioned in IT Act 2008 (amendment)

1.46 Issue Management Procedures

1.46.1 General

Issue Management process provides for an appropriate management structure towards orderly consideration and resolution of business and operational issues in the event of a quick consensus not reached between ASCL and Bidder.

Implementing such a process at the commencement of Services shall significantly improve the probability of successful issue resolution. It is expected that this pre-defined process shall only be used on an exception basis if issues are not resolved at operational levels.

1.46.2 Issue Management Procedures

- a. Either ASCL or Bidder may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions
- b. The ASCL and the Bidder shall determine which committee or executive level should logically be involved in resolution. A chain of management escalation is defined in the document.
- c. A meeting or conference call shall be conducted to resolve the issue in a timely manner. The documented issues shall be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
- d. The ASCL and the Bidder shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The Bidder shall then communicate the resolution to all interested parties.
- e. In case the issue is still unresolved, the arbitration procedures described in the Contract shall be applicable

1.46.3 SLA Change Control

a. General

It is acknowledged that this SLA may change as ASCL's business needs evolve over the course of the Contract period. This document also defines the following management procedures:

- I. A process for negotiating changes to the SLA
- II. An issue management process for documenting and resolving difficult issues
- III. ASCL and Bidder management escalation process to be used in the event that an issue is not being resolved in a timely manner by the lowest possible level of management

Any changes to the levels of Service provided during the Term of this Contract shall be requested, documented and negotiated in good faith by both parties. Either party can request a change. Changes shall be documented as an addendum to this SLA and, subsequently, the Contract.

If there is any confusion or conflict between this document and the Contract, the RFP and its addenda, the Contract shall supersede.

b. SLA Change Process

The parties may amend this SLA by mutual agreement in accordance with terms of this Contract. Changes can be proposed by either party. The Bidder can initiate an SLA review with the ASCL. Normally, the forum for negotiating SLA changes shall be ASCL's quarterly meetings. Unresolved issues shall be addressed using the issue management process.

The Bidder shall maintain and distribute current copies of the SLA document as directed by ASCL. Additional copies of the current SLA shall be made available at all times to authorized parties.

c. Version Control

All negotiated SLA changes shall require changing the version control number. As appropriate, minor changes may be accumulated for periodic release (e.g. every quarter) or for release when a critical threshold of change has occurred.

d. Responsibilities of the Parties

Bidder

Bidder is responsible for executing this Contract and delivering the services, while maintaining the specified performance targets.

Additionally the Bidder is responsible for:

- i. Reporting problems to ASCL as soon as possible
- ii. Assisting ASCL in monitoring of the SLA
- iii. Providing early warning of any organizational, functional or technical changes that might affect Bidder's ability to deliver the services
- iv. Assisting ASCL to address and resolve issues from time to time

Bidder shall take immediate action to identify problems and follow up with appropriate action to fix them as quickly as possible.

ASCL

ASCL is responsible for:

- i. Reporting defects and problems to the Bidder as soon as possible
- ii. Assisting Bidder in management of the SLA
- iii. Providing early warning of any organizational, functional or technical changes that might affect Bidder's ability to deliver the services

- iv. Assisting Bidder to address and resolve issues from time to time
- e. Penalties
 - i. The total quarterly deduction shall not exceed 5% of the total Work Order Value.
 - ii. Two consecutive quarterly deductions of more than 4% of the total Work Order Value on account of any reasons, shall be deemed to be an event of default and termination General Conditions of the Contract and the consequences shall follow

Overall penalties including LD shall be deducted with a maximum capping of 15% of the Contract Value. Subsequently ASCL reserves the right to initiate termination of the Contract / legal action against the Bidder.

- f. Management Escalation Procedures & Contact Map
 The purpose of this escalation process is to provide a quick and orderly method of notifying both parties that an issue is not being successfully resolved at the lowest possible management level. Implementing this procedure would mean that ASCL and Bidder management are communicating at the appropriate levels.

Escalation Procedure

Escalation should take place on an exception basis and only if successful issue resolution cannot be achieved in a reasonable time frame.

- i. Either ASCL or Bidder can initiate the procedure
- ii. The “moving party” should promptly notify the other party that management escalation shall be initiated
- iii. Management escalation shall be defined as shown in the contact map below
- iv. Escalation shall be one level at a time and concurrently

Contact Map

Escalation Level	Department Representative with contact Details	Bidder* Representative with contact Details
Level 1: Project Manager		
Level 2: Project Director / CEO		
Level 3: Steering Committee		

*Bidder shall provide information for the following:

- i. Chief Executive Officer
- ii. Project Manager
- iii. Team Members / Engineers
- g. Acceptance of SLA
 IN WITNESS WHEREOF, the parties hereto have caused this Service Level Agreement vide Tender No. <TENDER REFERENCE NUMBER> Dated <DATE> to be executed by their respective authorized representatives

For and on behalf of: _____ Bidder
 _____ ASCL

Place: _____ Place: _____

Date: _____

Date: _____

Name: _____

Name: _____

Office Seal: _____

Office Seal: _____

1.47 Resale of Network Bandwidth

- 1.47.1 As per guidelines of Telecom Regulatory Authority of India (TRAI), resale of bandwidth is not allowed. In such a case, a tripartite agreement shall be signed between the Purchaser, MSI and Network Service Provider(s) as per the format in the RFP Volume: I at Form A.26: Draft Format for EMD in the form of Bank Guarantee

2 Special Conditions of Contract (SCC)

2.1 Limitation of the Bidder's Liability towards the Purchaser

- 2.1.1 The aggregate liability of Bidder to Purchaser (and to any affiliate thereof or other person or entity for or in respect of which any of the Services are provided) in connection with the performance of the Services or otherwise under this Agreement shall be limited to the Contract Value relating to and forming the basis of Client's claim, regardless of whether liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise, provided that this limitation shall not apply to liability that has been finally determined to have resulted from the fraud or other wilful misconduct by or on behalf of Bidder.
- 2.1.2 Client shall bring any claim relating to the Services or otherwise under this Agreement within 48 months of completion of the Services.

2.2 Ownership and Retention of Documents

- 2.2.1 The Purchaser shall own the Documents, prepared by or for the Bidder arising out of or in connection with this Contract
- 2.2.2 Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Purchaser, the Bidder shall deliver to the Purchaser all Documents provided by or originating from the Purchaser and all Documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. The Bidder shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents.

2.3 Information Security

- 2.3.1 The Bidder shall not carry any written/printed document, layout diagrams, floppy diskettes, hard disk, storage tapes, other storage devices or any other goods/material proprietary to Purchaser in/out of the DC, DR and Project Office without written permission from the Purchaser
- 2.3.2 The Bidder shall not destroy any unwanted documents, defective tapes/media present at the DC, DR and Project Office on their own. All such documents, tapes/media shall be handed over to the Purchaser.
- 2.3.3 The Bidder shall formulate a comprehensive Information Security Policy (ISP), Disaster Recovery and BCP policy based on BS7799 / ISO 27001 and BS15000 / ISO 20000 guidelines covering all the IT Infrastructure assets within 15 days from the date of signing of the Contract
- 2.3.4 The Bidder acknowledges that Purchaser's business Data and other proprietary information or materials, whether developed by Purchaser or being used by Purchaser pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "Proprietary Information") are confidential and Proprietary to Purchaser; and the Bidder along with its team agrees to use reasonable care to safeguard the Proprietary Information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by the Bidder to protect its own Proprietary Information. The Bidder recognizes that the goodwill of Purchaser depends, among other things, upon the Bidder keeping such Proprietary Information confidential and that unauthorized disclosure of the same by the Bidder or its team could damage the goodwill of Purchaser, and that by reason of the Bidder's duties

hereunder. The Bidder may come into possession of such Proprietary Information, even though the Bidder does not take any direct part in or furnish the services performed for the creation of said Proprietary Information and shall limit access thereto to employees with a need to such access to perform the Services required by this Contract. The Bidder shall use such information only for the purpose of performing the said Services.

- 2.3.5 The Bidder shall, upon termination of this Contract for any reason, or upon demand by Purchaser, whichever is earliest, return any and all information provided to the Bidder by Purchaser, including any copies or reproductions, both hardcopy and electronic
- 2.3.6 The Bidder shall maintain strict confidentiality with respect to the Proprietary Information that it obtains during the term of this Contract. Such confidentiality shall be maintained by the Bidder even post termination or expiry of the term of the Contract for 15 years

2.4 Confidentiality

- 2.4.1 The Bidder shall not use Confidential Information, the name or the logo of the Purchaser except for the purposes of providing the Service as specified under this Contract
- 2.4.2 The Bidder shall not, either during the term or 6 months after expiration of this Contract, disclose any Proprietary or Confidential Information relating to the Services, Contract or the Architectures such as Solution architecture, Functional architecture, Business architecture, Security architecture, Network architecture and DC & DR architecture, Purchaser's business or operations without the prior written consent of the Purchaser
- 2.4.3 The Bidder may only disclose Confidential Information in the following circumstances:
 - a. with the prior written consent of the Purchaser;
 - b. to a member of the Bidder's Team ("Authorized Person") if:
 - i. the Authorized Person needs the Confidential Information for the performance of obligations under this Contract;
 - ii. the Authorized Person is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this Contract
 - iii. If the information is already made available in any public domain
- 2.4.4 The Bidder shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality Agreement with the members of the, subcontractors and other service provider's team members to the satisfaction of the Purchaser
- 2.4.5 The Bidder shall sign a Non-Disclosure Agreement (NDA) with the Purchaser as per format in Volume: I of the RFP at Form A.19. The Bidder and its antecedents shall be bound by the NDA. The Bidder shall be held responsible for any breach of the NDA by its antecedents or delegates.
- 2.4.6 The Bidder shall notify the Purchaser promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of the Purchaser
- 2.4.7 The Purchaser reserves the right to adopt legal proceedings, civil or criminal, against the Bidder in relation to a dispute arising out of breach of obligation by the Bidder under this clause

2.5 Event of Default by the Bidder

- 2.5.1 The failure on the part of the Bidder to perform any of its obligations or comply with any of the terms of this Contract which results in a material breach of the Contract shall constitute an Event of Default on the part of the Bidder. The Events of Default as mentioned above may include inter-alia the following:
- a. the Bidder has failed to adhere to any of the key performance indicators as laid down in the Key Performance Measures / Contract, or if the Bidder has fallen short of matching such standards/targets as the Purchaser may have designated with respect to any task necessary for the execution of the Scope of Work under this Contract which results in a material breach of the Contract. The above mentioned failure on the part of the Bidder may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by the Purchaser.
 - b. the Bidder has failed to remedy a failure to perform its obligations in accordance with the specifications issued by the Purchaser, despite being served with a default notice which laid down the specific deviance on the part of the Bidder to comply with any stipulations or standards as laid down by the Purchaser
 - c. the Agency / Bidder's Team has failed to conform with any of the Service/Facility Specifications/standards as set out in the Scope of Work of this RFP or has failed to adhere to any amended direction, modification or clarification as issued by the Purchaser during the Term of this Contract and which the Purchaser deems proper and necessary for the execution of the Scope of Work under this Contract
 - d. the Bidder has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the RFP and this Contract
 - e. There is an order from a court of competent jurisdiction for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Bidder
 - f. The Bidder Abandons the project during the Term of the Contract
 - g. The Bidder's ISP licence is revoked/ terminated/ suspended/expired/ not renewed/re-issued during the term of Contract
- 2.5.2 Where there has been an occurrence of such defaults inter alia as stated above, the Purchaser shall issue a notice of default to the Bidder, setting out specific defaults/deviances/omissions and providing a notice of Forty Five (45) days to enable such defaulting party to remedy the default committed
- 2.5.3 Where despite the issuance of a default notice to the Bidder by the Purchaser the Bidder fails to remedy the default to the satisfaction of the Bidder, the Purchaser may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the Purchaser

2.6 Termination

- 2.6.1 The Purchaser may, terminate this Contract in whole or in part by giving the Bidder a prior and written notice indicating its intention to terminate the Contract under the following circumstances:
- a. Where the Purchaser is of the opinion that there has been such Event of Default on the part of the Bidder which would make it proper and necessary to terminate this Contract and may

- include failure on the part of the Bidder to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under this Contract
- b. Where it comes to the Purchaser's attention that the Bidder (or the Bidder's Team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the Bidder's Bid, the RFP or this Contract
 - c. Where the Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the Project to a successor Bidder / Master System Integrator, and to ensure business continuity.
 - d. Termination for Insolvency: The Purchaser may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Purchaser
 - e. Termination for Convenience: The Purchaser, may, by prior written notice sent to the Bidder at least 6 months in advance, terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. In case of termination, ASCL shall pay for accepted Goods/Services completed up to the date of termination.

2.7 Consequences of Termination

- 2.7.1 In the event of termination of this Contract due to any cause whatsoever, the Contract with stand cancelled effective from the date of termination of this Contract
- 2.7.2 In case of exigency, if the Purchaser gets the work done from elsewhere, the difference in the cost of getting the work done shall be borne by the successful Bidder
- 2.7.3 Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the Bidder or due to the fact that the survival of the Bidder as an independent corporate entity is threatened / has ceased, or for any other reason, whatsoever, the Purchaser through re-determination of the consideration payable to the Bidder as agreed mutually by the Purchaser and the Bidder or through a Third Party acceptable to both the parties may pay the Bidder for that part of the Services which have been authorized by the Purchaser and satisfactorily performed by the Bidder up to the date of termination. Without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Bidder as may be required to offset any losses caused to the Purchaser as a result of any act/omissions of the Bidder. In case of any loss or damage due to default on the part of the Bidder in performing any of its obligations with regard to executing the Scope of Work under this Contract, the Bidder shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser. Additionally, the subcontractor / other members of its team shall perform all its obligations and responsibilities under this Contract in an identical manner as were being performed before the collapse of the Bidder as described above in order to execute an effective transition and to maintain business

continuity. All third parties shall continue to perform all/any functions as stipulated by the Purchaser and as may be proper and necessary to execute the Scope of Work under the Contract in terms of the Bidder's Bid, the RFP and this Contract.

- 2.7.4 Nothing herein shall restrict the right of the Purchaser to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Purchaser under law
- 2.7.5 The termination hereof shall not affect any accrued right or liability of either Party nor affect the operations of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination

2.8 Change Control

2.8.1 Change Control Procedure

This part of the section describes the procedure to be followed in the event of any proposed change to this Contract and Project Implementation & Maintenance. Such change shall include, but shall not be limited to, changes in the Scope of Work by bidder and changes to the terms of payment as stated in the RFP.

ASCL recognize that frequent change is an inevitable part of delivering Services and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without a material effect on the cost. The Bidder shall endeavour, wherever reasonably practicable, to effect change without an increase in the terms of payment as stated in the RFP and ASCL shall work with the Bidder to ensure that all changes are discussed and managed in a constructive manner.

This Change Control Schedule sets out the provisions which shall apply to changes to (a) the Contract; (b) the Project Implementation; and (c) the Project Maintenance.

- a. Change Control Note ("CCN") & Change Note on Scope of Work ("CNS")
- i. For performing of any functional changes to system, which are deviating from the signed-off Functional Requirements / System Requirements, a separate Change Control Note (CCN) shall be prepared by Bidder and the changes in the Solution shall be implemented accordingly at no additional cost to ASCL. The time period for implementation of change shall be mutually decided between Bidder and ASCL.
 - ii. In case there is a change request in the Scope of Work, the Bidder shall prepare the "CNS (change note on Scope of Work)" and get it approved by ASCL for the additional cost, effort and implementation time
 - iii. The pricing of any change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If the nature of the change is such that the Contract rates and prices are inequitable, the parties to the Contract shall agree on other specific rates to be used for valuing the change.
- b. Decision of ASCL on change being a CCN or CNS would be final & binding on Bidder
- i. Change requests in respect of the Contract, the Project Implementation, or the Maintenance SLA shall emanate from the Parties' respective Project Manager who shall be responsible for obtaining approval for the change and who shall act as its sponsor throughout the Change Control Note / Change in Scope Process and shall complete Part

- A of the CCN/CNS attached below hereto. CCNs/CNSs shall be presented to the other Party's Project Manager who shall acknowledge receipt by signature of the CCN/CNS.
- ii. The Bidder and ASCL, while preparing the CNS, shall consider the change only when such change is beyond the Scope of Work including ancillary and concomitant services required as detailed in RFP. The value of each CNS request should not be exceeding 5% of the Contract value in any case and overall cost of CNSs, during the term of Project, shall not exceed 15% of the Contract Value.
 - iii. It is hereby also clarified that the payment for the change of scope as stated shall be calculated as per the estimated man-month effort quoted by the Bidder in its bid and stated in a man-month effort to be submitted by the Bidder prior to taking up the change of control event and accepted by ASCL.
- c. Quotation
- i. The Bidder shall assess the CCN/CNS and complete Part B of the CCN/CNS. In completing Part B of the CCN/CNS the Bidder shall provide as a minimum:
 - a description of the change;
 - a list of deliverables required for implementing the change;
 - a timetable for implementation;
 - an estimate of any proposed change;
 - any relevant acceptance criteria;
 - an assessment of the value of the proposed change for CNS;
 - material evidence to prove that the proposed change is not already covered within the scope of the Project, SLAs, or Contract
 - ii. Prior to submission of the completed CCN/CNS to ASCL, the Bidder shall undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the Bidder shall consider the materiality of the proposed change in the context of the Contract, the Project Implementation & Maintenance including SLAs affected by the change and the total effect that may arise from implementation of the change.
 - iii. Materiality criteria shall be established by ASCL, and the Bidder's Project Manager. Changes requiring no escalation of authority can be implemented. Discussion and Contract as to materiality shall be held in accordance with the Governance Schedule.
 - iv. Upon receipt of the Change Proposal, ASCL and the Bidder shall mutually agree upon all matters contained in the Change Proposal. Within fourteen (14) days after such agreement, ASCL shall, if it intends to proceed with the Change, issue the Bidder a Change Order. If the ASCL is unable to reach a decision within fourteen (14) days, it shall notify the Bidder with details of when the Bidder can expect a decision. If ASCL decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Bidder accordingly.
- d. Costs
- Bidder shall be responsible for its own costs incurred in the quotation, preparation of CCNs/CNSs and in the completion of its obligations described in this process provided the Bidder meets the obligations as set in the CCN/CNS. In the event the Bidder is unable to meet the obligations as defined in the CCN/CNS then the cost of getting it done by third party shall be borne by the Bidder.
- e. Reporting/Review

The Status on the progress of the change requests and CCNs/CNSs shall be reported by Bidder to ASCL on a periodic basis and same shall be reviewed by both the parties on fort-nightly basis. For any changes in the Solution, identified by either party, Bidder shall prepare a detailed Change Control Note / Change Note on Scope of Work within 10 (ten) working days from the date of intimation of such change.

f. Obligations

The Bidder shall be obliged to implement any proposed changes once approval from ASCL in accordance with this CCN/CNS has been given, with effect from the date agreed for implementation.

g. Payment for Change Order

Payment for any change order on Scope of Work (CNS) shall be on the basis of the blended Man-month rate as quoted in the Commercial Bid (exclusive of any Tax) and would be paid quarterly.

3 Service Level Agreement

This Annexure outlines the key service level requirements of ASCL, which needs to be ensured by the MSI during the Operations and Maintenance period. These performance requirements shall be strictly imposed and a third party audit/certification agency may be deployed for certifying the performance of the MSI against the target performance metrics as outlined in the table provided subsequently. The SLA monitoring shall be performed/reviewed on a monthly basis. During the Contract period, it is envisaged that there may be changes to the SLA, in terms of addition, alteration or deletion of certain parameters based on mutual consent of both the parties i.e. ASCL and the Bidder.

3.1 SLA Definition & Measurement

The SLA specifies the expected levels of service (i.e. baseline service level) to be provided by the MSI to the various stakeholders of the Project. Payment to MSI shall be made as per the payment schedule and is linked to the compliance with the SLA metrics laid down in the tables provided subsequently. The table also specifies the limits and metrics for lower performance and breach levels.

The SLAs consists of specific set of parameters for ensuring the desired performance level of ICCG Project and are enlisted in the table below:

- a. Availability
- b. Performance
- c. ICT Infrastructure Management
- d. Helpdesk management

A summarized metrics of the above mentioned SLA parameters is provided below and detailed out subsequent Section.

Table 3-1 SLA Metric

S. No.	Metric	Score for Baseline Metrics
A.	Availability	50
B.	Performance	25
C.	Infrastructure Management	15
D.	Helpdesk Management	10
TOTAL		100

MSI shall get 100% of EQI (Equated Quarterly Instalment) for the concerned quarter if the baseline performance metrics are complied with. The MSI shall get lesser payment in case of a lower performance on any parameter.

The SLA score shall be calculated based on the following table:

S. No.	SLA Score Range	Incentives/Deductions
Deductions		

S. No.	SLA Score Range	Incentives/Deductions
1.	< 100 & ≥ 95	0.25 % penalty for every point < 100 & ≥95
2.	< 95 & ≥ 85	0.75 % penalty for every point <100 &≥85
3.	< 85	1 % penalty for every point <100
<u>Note:</u> The percentage penalty would be calculated on the bill raised by the Bidder for the concerned quarter.		
Example: SLA Score of 82 shall lead to a Penalty of 18% (i.e. 18 x 1% =18%)		

Note: ASCL may provide to the MSI some period from the date of Go-Live as the SLA holiday period wherein the SLAs shall not be applicable on the MSI. This SLA holiday period shall be decided by ASCL and shall not be more than a quarter. This SLA holiday period is only for the purpose of streamlining the SLA measurement and monitoring process of ICCC Project. However during this period, ASCL may also modify the SLAs. These SLAs shall continue to whole true in case of any enhancements/modifications/changes.

3.2 Implementation SLA Matrix

S. No	Activity / Task	Timelines (Months)	Deliverables / Milestone	Penalty
1.	Project Award and Contract Signing between ASCL and successful Bidder	Project Start Date =T0		N.A.
2.	Performance Bank Guarantee (PBG)		<ul style="list-style-type: none"> Performance Bank Guarantee (PBG) for the Project Term 	N.A.
3.	Team Deployment for the following: <ul style="list-style-type: none"> Project Planning Resource Scheduling Development, Implementation & Maintenance approach 	T0 + 0.5	<ul style="list-style-type: none"> Final Project Plan Project Inception Report 	N.A.
4.	Submission and approval of Site-survey Report (All tracks)	T0 + 2	<ul style="list-style-type: none"> Solution Design Document Final Survey Reports 	1% of the milestone payment value for every week of delay for first 4 weeks and 2% for every subsequent week of delay.
5.	Completion of Site preparation, Civil Works, HVAC Systems, Furniture and Electrical Work of Data Centre and ICC	T0 + 6	<ul style="list-style-type: none"> Completion Reports Inspection Reports approved by ASCL 	1% of the milestone payment value for every week of delay for first 4 weeks and 2% for every subsequent week of delay.
6.	Supply of all equipment/ components (Hardware) including System Software Licenses at the Data Centre and ICC	T0 + 6.5	<ul style="list-style-type: none"> Delivery Challan with date & stamp on delivery proof Copy/Original excise duty gate-pass Inspection report from an authentic third party 	1% of the milestone payment value for every week of delay for first 4 weeks and 2% for every subsequent week of delay.

S. No	Activity / Task	Timelines (Months)	Deliverables / Milestone	Penalty
			<ul style="list-style-type: none"> Warranty certificate issued by respective OEMs for each hardware back to back in the name of "ASCL" License in case of system software Manufacturer Authorization Form Country of origin certificate 	
7.	Supply of all field equipment/ components (Hardware) including System Software Licenses	T0 + 7	<ul style="list-style-type: none"> Delivery Challan with data & stamp on delivery proof Copy/Original excise duty gate-pass Inspection report from an authentic third party Warranty certificate issued by respective OEMs for each hardware back to back in the name of "ASCL" License in case of system software Manufacturer Authorization Form Country of origin certificate 	1% of the milestone payment value for every week of delay for first 4 weeks and 2% for every subsequent week of delay.
8.	Installation, Testing, Configuration and Operationalization of all equipment/components (Hardware) including system software licenses at the Data Centre and ICC	T0 + 8.5	<ul style="list-style-type: none"> Device-wise configuration report stating IP schema Installation, Testing and Commissioning Report Complete set of Technical, Operations & Maintenance Manual Configuration Change Report Software Installation Guide and Checklist Insurance certificate from the Insurance Company 	1% of the milestone payment value for every week of delay for first 4 weeks and 2% for every subsequent week of delay.

S. No	Activity / Task	Timelines (Months)	Deliverables / Milestone	Penalty
9.	Installation, Testing, Configuration and Operationalization of all field equipment including System Software Licenses	T0 + 10	<ul style="list-style-type: none"> • Device-wise configuration report stating IP schema • Installation, Testing and Commissioning Report • Complete set of Technical, Operations & Maintenance Manual • Configuration Change Report • Software Installation Guide and Checklist • Insurance certificate from the Insurance Company 	1% of the milestone payment value for every week of delay for first 4 weeks and 2% for every subsequent week of delay.
10.	User Acceptance Testing, Training and Go-Live of all smart components	T0 + 12	<ul style="list-style-type: none"> • UAT Report • Training and Capacity Building • Defect Resolution Report • Commissioning Report • User Acceptance Testing and Go-Live of all Smart Solutions 	1% of the milestone payment value for every week of delay for first 4 weeks and 2% for every subsequent week of delay.

3.3 Operations and Maintenance SLAs

Parameter	Components	Measurement methodology	Baseline Metrics		Lower Performance Category A		Lower Performance Category B		Breach	
			Metric	Score	Metric	Score	Metric	Score	Metric	Score
A.				50		34		16		-50
Availability	A.1 DC Infra (Servers / Storage /Router/ Switches/ Link Load Balancers, Firewall / IPS/ AMP/ APT/DDOS/ WAF)	Monthly SLA Monitoring Average of the day wise uptime of each component shall be taken for arriving at the monthly score for that component. Quarterly SLA Monitoring Average of the month-wise scores shall be taken for the quarterly measurement	≥ 99.982 %	6	< 99.982 % & ≤ 98.0 %	4	< 98.00 % & ≥ 96.00 %	2	< 96.00 %	-6

Parameter	Components	Measurement methodology	Baseline Metrics		Lower Performance Category A		Lower Performance Category B		Breach	
			Metric	Score	Metric	Score	Metric	Score	Metric	Score
	A.2 CCTV Cameras	<p>Following camera conditions shall also be counted under "Downtime"</p> <ul style="list-style-type: none"> • Bad feeds due to Video Jitter, dim, blurred, unfocused, obstructed, nonaligned feed • Framerate for viewing and recording not as per the RFP requirements <p>Daily SLA Monitoring Average of the hourly uptime of each camera shall be taken for arriving at the daily score for CCTV Cameras</p> <p>Monthly SLA Monitoring Average of the day wise uptime of each component shall be taken for arriving at the monthly score for that component.</p> <p>Quarterly SLA Monitoring Average of the month-wise scores shall be taken for the quarterly measurement</p>	≥ 99.982 %	6	< 99.982 % & ≥ 98.50 %	4	< 98.50 % & ≥ 97.50 %	2	< 97.50 %	-6
	A.3 ICCC Platform & associated applications	<p>Monthly SLA Monitoring Average of the day wise uptime of each component shall be taken for arriving at the monthly score for that component.</p> <p>Quarterly SLA Monitoring Average of the month-wise scores shall be taken for the quarterly measurement</p>	≥ 99.982 %	6	< 99.982 % & ≤ 98.00 %	4	< 98.00 % & ≥ 96.00 %	2	< 96.00 %	-6
	A.4 Network Backbone (City Level) Network Backbone is considered available when all the services in full	<p>Daily SLA Monitoring Average of the hourly uptime of each location and DC switch shall be taken for arriving at the daily score</p> <p>Monthly SLA Monitoring</p>	≥ 99.50 %	6	< 99.9 % & ≤ 98.00 %	4	< 98.00 % & ≥ 96.00 %	2	< 95.00 %	-6

Parameter	Components	Measurement methodology	Baseline Metrics		Lower Performance Category A		Lower Performance Category B		Breach	
			Metric	Score	Metric	Score	Metric	Score	Metric	Score
	capacity are available	Average of the day wise uptime of each location and DC switch shall be taken for arriving at the monthly score. Quarterly SLA Monitoring Average of the month-wise scores shall be taken for the quarterly measurement								
	A.5 Network Backbone (DC-Cloud DR)	Daily SLA Monitoring Average of the hourly uptime of each of the network link between DC and DR shall be taken for arriving at the daily score Monthly SLA Monitoring Average of the day wise uptime of each network link between DC and DR shall be taken for arriving at the monthly score. Quarterly SLA Monitoring Average of the month-wise scores shall be taken for the quarterly measurement	≥ 99.50 %	6	< 99.50 % and ≥ 99.00 %	4	< 99.00 % and ≥ 98.50 %	2	< 98.50 %	-6
	A.6 Video Wall	Equipment Downtime shall be measured from the time the equipment becomes unavailable (due to any reasons whatsoever attributable to the MSI) for Business processing to the end user to the time it becomes fully available Monthly SLA Monitoring Average of the day wise uptime of each component shall be taken for arriving at the monthly score for that component. Quarterly SLA Monitoring Average of the month-wise scores shall be taken for the quarterly measurement	≥ 99.70 %	4	< 99.70 % & ≥ 96.50 %	3	< 96.50 % & ≥ 95.00 %	1	< 95.00 %	-4
	A.7 Variable Message Display	Equipment Downtime shall be measured from the time the equipment becomes unavailable (due to any reasons whatsoever attributable to	≥ 99.70 %	3	< 99.50 % & ≥ 98.50 %	2	< 98.50 % & ≥	1	< 97.50 %	-3

Parameter	Components	Measurement methodology	Baseline Metrics		Lower Performance Category A		Lower Performance Category B		Breach	
			Metric	Score	Metric	Score	Metric	Score	Metric	Score
		the MSI) for Business processing to the end user to the time it becomes fully available Monthly SLA Monitoring Average of the day wise uptime of each component shall be taken for arriving at the monthly score for that component. Quarterly SLA Monitoring Average of the month-wise scores shall be taken for the quarterly measurement					97.50 %			
	A.8 Emergency Call Box	Equipment Downtime shall be measured from the time the equipment becomes unavailable (due to any reasons whatsoever attributable to the MSI) for Business processing to the end user to the time it becomes fully available Monthly SLA Monitoring Average of the day wise uptime of each component shall be taken for arriving at the monthly score for that component. Quarterly SLA Monitoring Average of the month-wise scores shall be taken for the quarterly measurement	≥ 99.70 %	4	< 99.70 % & ≥ 96.50 %	3	< 96.50 % & ≥ 95 %	1	< 95.00 %	-4
	A.9 Fleet Tracking Devices	Equipment Downtime shall be measured from the time the equipment becomes unavailable (due to any reasons whatsoever attributable to the MSI) for Business processing to the end user to the time it becomes fully available Monthly SLA Monitoring Average of the day wise uptime of each component shall be taken for arriving at the monthly score for that component. Quarterly SLA Monitoring	≥ 99.70 %	3	< 99.50 % & ≥ 98.50 %	2	< 98.50 % & ≥ 97.50 %	1	< 97.50 %	-3

Parameter	Components	Measurement methodology	Baseline Metrics		Lower Performance Category A		Lower Performance Category B		Breach	
			Metric	Score	Metric	Score	Metric	Score	Metric	Score
		Average of the month-wise scores shall be taken for the quarterly measurement								
	A.10 Air Quality Sensor and Water Quality Sensor	Equipment Downtime shall be measured from the time the equipment becomes unavailable (due to any reasons whatsoever attributable to the MSI) for Business processing to the end user to the time it becomes fully available Monthly SLA Monitoring Average of the day wise uptime of each component shall be taken for arriving at the monthly score for that component. Quarterly SLA Monitoring Average of the month-wise scores shall be taken for the quarterly measurement	≥ 99.70 %	3	< 95.00 % & ≥ 94.00 %	2	< 94.00 % & ≥ 93.00 %	1	< 93.00 %	-3
	A.11 Workstation equipment in NOC and Helpdesk	Equipment Downtime shall be measured from the time the equipment becomes unavailable (due to any reasons whatsoever attributable to the MSI) for Business processing to the end user to the time it becomes fully available Monthly SLA Monitoring Average of the day wise uptime of each component shall be taken for arriving at the monthly score for that component. Quarterly SLA Monitoring Average of the month-wise scores shall be taken for the quarterly measurement	≥ 99.70 %	3	< 99.70 % & ≥ 96.50 %	2	< 96.50 % & ≥ 95.00 %	1	< 95.00 %	-3
B. Performance				25						
	B.1 ICCC Platform including Reports Generation Response Time (Alerts/MIS/Logs)	Response time to be measured at interval of 30 minutes and averaged quarterly	≤ 4 seconds	6	> 4 seconds & ≤ 7 seconds	4	>7 seconds & ≤ 10	2	> 10 seconds	-6

Parameter	Components	Measurement methodology	Baseline Metrics		Lower Performance Category A		Lower Performance Category B		Breach	
			Metric	Score	Metric	Score	Metric	Score	Metric	Score
	etc.) Percentage of transactions meeting the Base line Loading time for all pages						seconds			
	B.2 Network Backbone (City Level)	Reports from EMS/NMS Tool	<ul style="list-style-type: none"> > 99.00 % throughput of minimum stipulated bandwidth during 24*7 hours Average Packet loss ≤ 0.5% Latency ≤50 ms 	6	N.A.		N.A.		Breach of Baseline metrics for sustained period of more than 600 seconds	0.2 X n (where n is the number of such instances)
	B.3 Network Backbone (DC-Cloud DR)	Reports from EMS/NMS Tool	<ul style="list-style-type: none"> > 99.00 % throughput of minimum stipulated bandwidth 	5	N.A.		N.A.		Breach of Baseline metrics for sustained period	0.5 X n (where n is the number of such instances)

Parameter	Components	Measurement methodology	Baseline Metrics		Lower Performance Category A		Lower Performance Category B		Breach	
			Metric	Score	Metric	Score	Metric	Score	Metric	Score
			th during 24*7 hours							of more than 60 seconds
			<ul style="list-style-type: none"> Average Packet loss ≤ 0.5% Latency ≤50 ms 							
	B.4 Average Page Load time/ Maximum time for successful settings modification of field devices	Reports from EMS and Video Management System	≤ 4 seconds	4	> 4 seconds & ≤ 6 seconds	2	> 6 seconds & ≤ 8 seconds	0	> 8 Seconds	-4
	B.5 ANPR Accuracy	Reports from ANPR tool	Accuracy of ≥ 90.00 % for both 2 wheelers and 4 wheelers (Number plate with Arabic Numerals and Latin/Roman letters)	4	Aruras < 90.0 % & ≥80.00 %	2	Aruras < 80.00 % & ≥ 70.00 %	0	Accuracy of < 70.00 %	-4

Parameter	Components	Measurement methodology	Baseline Metrics		Lower Performance Category A		Lower Performance Category B		Breach	
			Metric	Score	Metric	Score	Metric	Score	Metric	Score
C. Infrastructure Management				15						
	C.1 Power Availability (DG, UPS etc.)	Availability of Power will be measured up to the socket level in the equipment room that will be providing power to the Racks.	≥ 99.982 %	3	< 99.982 % & ≥ 98.50 %	2	< 98.50 % & ≥ 97.50 %	1	< 97.50 %	-3
	C.2 BMS system Availability	Monthly SLA Monitoring Average of the day wise uptime of BMS System shall be taken for arriving at the monthly score for that component. Quarterly SLA Monitoring Average of the month-wise scores shall be taken for the quarterly measurement	≥ 99.982 %	3	< 99.982 % & ≥ 98.50 %	2	< 98.50 % & ≥ 97.50 %	1	< 97.50 %	-3
	C.3 Security rules & Policy update	As directed by ASCL	Within 90 minutes from the written instructions from ASCL	3	≤ 3 violations of Baseline metrics	2	> 3 violations & ≤ 5 violations of Baseline metrics	1	> 5 violations of Baseline metrics	-3
C.4 Anti-virus, Anti-spyware, Anti-spam updates	As and when released officially by the Product vendor	Within 180 minutes from the release of the updates from the product vendor		3	≤ 3 violations of Baseline metrics	2	> 3 violations & ≤ 5 violations of Baseline metrics	1	> 5 violations of Baseline metrics	-3

Parameter	Components	Measurement methodology	Baseline Metrics		Lower Performance Category A		Lower Performance Category B		Breach	
			Metric	Score	Metric	Score	Metric	Score	Metric	Score
	C.5 Patches, firmware & Updates from Product vendor	As and when released officially by the Product vendor	Within 48 hours from the release of the updates from the product vendor	3	≤ 3 violations of Baseline metrics	2	> 3 violations & ≤ 5 violations of Baseline metrics	1	> 5 violations of Baseline metrics	-3
D. Helpdesk Support				10						
	D.1 Help Desk Response Time	Time taken to sending emails and ticket assignment from the time of registering the request. Daily SLA Monitoring: Average must be achieved for responding to the request in at least 95% of cases in the stipulated time. Quarterly SLA Monitoring: Average day wise measurements shall be taken for the quarterly measurements.	≤1 hour	2	>1 hr and ≤ 2 hrs	1	N.A.	0	>2 hours	-2
	D.2 L1 support resolution time	Resolution time by L1 support after the issues has been logged. Average must be achieved for at least 95% of cases in a quarter	<24 hours	4	> 24 hrs & ≤3 days	2	N.A.	0	>3 days	-4
	D.3 L2 support resolution time	Resolution time by L2 support after the issues has been logged. Activities under L2 supported need to be agreed upon. Average must be achieved for at least 95% of cases in a quarter	Within agreed timeline	4	N.A.	2	N.A.	0	Beyond agreed timeline	-4

4 Annexure I: Change Control Note

Change Control Note / Change Note on Scope of Work	
CCN/CNS Number:	
Part A of CCN/CNS: Initiation	
Title:	
Originator:	
Sponsor:	
Date of Initiation:	
Details of Proposed Change	
(To include reason for change and appropriate details/specifications. Please append attachments, if any.)	
Authorized by ASCL	Date:
Name:	
Signature:	
Received by the MSI	Date:
Name:	
Signature:	
PART B of CCN/CNS	
Change Control Note / Change Note on Scope of Work	CCN/CNS Number:
Part B: Evaluation	
(identify any attachments)	
Changes to Services, assessment of value of proposed change, charging structure, payment profile, time table, documentation, training, service level / deliverables and component working arrangements and any other contractual issue.	
Brief Description of Change & Solution:	
Material evidence that proposed change is not already covered within the scope or SLAs	
Impact:	
Deliverables:	
Timetable:	
Estimate of proposed change: (Applicable for CNS only): (including estimated man-month effort, associated rates/costs, schedule of payment)	
Details of Manpower to be provided (Provide CVs of Manpower to be Deployed in Pro-forma as in Part C of this form)	
Other Relevant Information: (including value-added and acceptance criteria)	
Authorized by the ASCL	Date:
Name:	
Signature:	
Part C of CCN/CSN	

Change Control Note / Change Note on Scope of Work			
CCN/CNS Number:			
Change Control Note / Change Control Note	CCN/CSN Number:		
CVs of Manpower to be Deployed			
Name:			
Role to be played:			
Current Job Title:			
Experience (Provide details regarding name of the organizations worked for, Designation, Responsibilities, Tenure, etc.			
Name of Organization	From	To	Designation/Responsibilities
Number of years with the Current Organization:			
Current job responsibilities:			
Summary of professional/domain experience:			
Skill sets:			
Highlights of assignments handled:			
Educational Background, Training/Certification			
Degree (including subjects)	Year of Award of Degree	University	% of Marks
Authorized by the Master System Integrator	Date:		
Name:			
Signature:			
PART D of CCN/CNS			
Change Control Note / Change Note on Scope of Work	CCN/CNS Number:		
Authority to Proceed			
Implementation of this CCN/CSN as submitted in Part A, in accordance with Part B and Part C is: (tick as appropriate)			
Approved			
Rejected			
Requires Further Information (as follows, or as Attachment 1 etc.)			
For ASCL	For the Master System Integrator		
Signature	Signature		
Name	Name		
Title	Title		

Change Control Note / Change Note on Scope of Work	
CCN/CNS Number:	
Date	Date

5 Annexure II: Bidders Proposal

Bidder's proposal and related correspondences

[To be added at the time of execution of the Agreement]

6 Annexure III: Performance Bank Guarantee

[Copy of PBG to be added at the time of execution of the Agreement]

