



Request for Proposal
for
Selection of Master System Integrator for
Jalandhar Integrated Smart Solutions

RFP No. 04/JSCL/2018

Volume III: Master Service Agreement

Jalandhar Smart City Limited (JSCL) office , Jalandhar

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Section: A

General Contract Conditions

A. General Conditions of Contract (GCC)

1. Definition of Terms

- 1.1. **“Acceptance of System”**: The system shall be deemed to have been accepted by JSCL, subsequent to its installation, rollout and deployment of trained manpower, when all the activities as defined in Scope of Work detailed in section 5 of the Volume II of the RFP have been successfully executed and completed to the satisfaction of JSCL.
- 1.2. **“Applicable Law(s)”**: Any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement 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 the execution of this contract and during the subsistence thereof, applicable to the Project.
- 1.3. **“Bidder”** shall mean organization/consortium submitting the proposal in response to this RFP.
- 1.4. **“JSCL”** means the Jalandhar Smart City Limited (JSCL) formed for the Implementation of the Jalandhar Smart City mission. The Project herein shall be executed in Jalandhar and shall be owned by JSCL.
- 1.5. **“MSI”** means the Successful Bidder who is selected by JSCL at the end of this RFP process. The Successful Bidder shall carry out all the services mentioned in the scope of work of this RFP.
- 1.6. **“Contract”** means the Contract entered into by and between the two parties viz. the JSCL and the Successful Bidder, Sole or Consortium, as the case maybe, with the entire documentation specified in the RFP.
- 1.7. **“Contract Value”** means the price payable to MSI under this Contract for the complete and proper performance of its contractual obligations.
- 1.8. **“Commercial Off-The-Shelf (COTS)”** refers to software products that are ready-made and available for sale, lease, or license to the general public.
- 1.9. **“Data Centre Site”** means the Data Centre sites including their respective Data Centre space, wherein the delivery, installation, integration, management and maintenance services as specified under the Scope of Work are to be carried out for the purpose of this Contract.
- 1.10. **“Document”** means any embodiment of any text or image however recorded that includes any data, text, images, sound, voice, codes, databases or any other electronic documents as per IT Act 2000.
- 1.11. **“Effective Date”** means the date on which this Authority issues the Letter of Notice to proceed subsequent to the Contract is signed, and executed by the Parties hereto.

- 1.12. **“GCC”** means General Conditions of Contract
- 1.13. **“Goods”** means all of the equipment, sub-systems, hardware, software, products accessories, software and/or other material / items which MSI is required to supply, install and maintain under the contract.
- 1.14. **“JSCL HO”** means the Jalandhar Smart City Limited Head Office.
- 1.15. **“Jalandhar CCN”** means Jalandhar City Communication Network.
- 1.16. **“Jalandhar Integrated Command and Control Center” or “JICCC”** means the center from where all ULBs/ Line departments for the city would conduct activities like traffic, security surveillance and managing operations of entire city through IOT based network on the entire Jalandhar City.
- 1.17. **“Intellectual Property Rights”** means any patent, copyright, trademark, trade name, service marks, brands, proprietary information whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- 1.18. **“Go-Live”** means commissioning of Project after installation and commencement of all smart city components, including training as per scope of work mentioned in this RFP. MSI should have the approval from JSCL for user acceptance testing.
- 1.19. **“Notice”** means: a notice; or a consent, approval or other communication required to be in writing under this Contract.
- 1.20. **“OEM”** means the **Original Equipment Manufacturer of any equipment / system / software / product** which are providing such goods to JSCL under the scope of this RFP.
- 1.21. **“MSI’s Team”** means MSI who has to provide goods & services to JSCL under the scope of this Contract. This definition shall also include any and/or all of the employees of MSI, authorized service providers/ partners and representatives or other personnel employed or engaged either directly or indirectly by MSI for the purposes of this Contract.
- 1.22. **A ‘consortium’ of the MSI consists of multiple members (not more than Four parties- Lead Partner of the MSI + 3 Consortium Members) entering into a Consortium Agreement for a common objective of satisfying the JSCL requirements & represented by lead bidder of the consortium, designated as a “Lead Partner”.**
- 1.23. **“Replacement Service Provider”** means the organization replacing MSI in case of contract termination for any reasons
- 1.24. **“Sub-Contractor”** shall mean the entity named in the contract for any part of the work or any person to whom any part of the contract has been sublet with the consent in writing of JSCL and the heirs, legal representatives, successors and assignees of such person.
- 1.25. **“SCC”** means Special Conditions of Contract.

- 1.26. “Services”** means the work to be performed by the agency pursuant to this RFP and to the contract to be signed by the parties in pursuance of any specific assignment awarded by JSCL.
- 1.27. “Server Room” or “Data Center”** shall have the same meaning.
- 1.28. “Stake Holders” in the ICCC includes the following departments**
- a. Jalandhar City Corporation
 - b. Department of Police
 - c. Department of Fire
 - d. Department of Health
 - e. Department of Pollution Control Board
 - f. Jalandhar Smart City Limited

2. Interpretation

- 2.1.** In this Contract unless specified otherwise:
- a. The clause headings are for convenience of reference only and do not form part of this Contract;
 - b. A reference to a clause number is a reference to all of its sub-clauses;
 - c. The word “include” or “including” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases;
 - d. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
 - e. A word in the singular includes the plural and a word in the plural includes the singular;
 - f. A word importing a gender includes any other gender;
- 2.2.** A reference to a person includes a partnership and a body corporate, its successors and assignees or it a reference to legislation includes legislation repealing, replacing or amending that legislation;
- a. A reference to legislation includes legislation repealing, replacing or amending that legislation;
 - b. Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
 - c. In the event of an inconsistency between the terms of this Contract and the RFP and the Bid, the terms hereof shall prevail.

3. Conditions Precedent

This Contract is subject to the fulfillment of the following conditions precedent by MSI.

- 3.1. Furnishing by MSI, an unconditional and irrevocable Performance Bank Guarantee (PBG) as per the RFP Volume I and acceptable to the JSCL which would remain valid until such time as stipulated by the JSCL.
- 3.2. Obtaining of all statutory and other approvals required for the performance of the Services under this Contract. This may include approvals/clearances, wherever applicable, that may be required for execution of this Contract e.g. clearances from Government authorities for importing equipment, exemption of Tax/ Duties/ Levies, work permits/clearances for MSI/ MSI' team, etc. ROW charges to be paid to the respective departments like NHAI, Railways etc. shall be borne by MSI and same shall be reimbursed by JSCL at the rates prescribed by the ULB. However, expenses for obtaining the necessary approvals shall have to be borne by the MSI on behalf of JSCL.
- 3.3. Furnish notarized copies of any/all contract(s) duly executed by MSI and its OEMs existing along with the Technical Bid document submission.
- 3.4. Furnishing of such other documents as the JSCL may specify/ demand.
- 3.5. The JSCL reserves the right to waive any or all of the conditions specified in Clause 3 above in writing and no such waiver shall affect or impair any right, power or remedy that the JSCL may otherwise have.
- 3.6. In the event that any of the conditions set forth in this Clause 3 are not fulfilled within 1 months from the date of this Contract, or such later date as may be mutually agreed upon by the parties, the JSCL may terminate this Contract.
- 3.7. In case there is a contradiction between the sections, the below hierarchy of sections in order of precedence shall prevail:
 - i. MSI Pre-bid clarification and Corrigendum, if any
 - ii. Volume III of RFP (GCC holds precedence over SCC)
 - iii. RFP volume II
 - iv. RFP volume I
 - v. Bid submitted by MSI

4. Scope of work

- 4.1. Scope of the work is defined in RFP Volume II and Annexures thereto of the Bid.

4.2. JSCL has engaged MSI to provide services related to implementation of Jalandhar Smart City solutions using which JSCL intends to perform its business operations. MSI is required to provide such goods, services and support as the JSCL 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 this Contract and are deemed necessary by JSCL, in order to meet its business requirements (hereinafter 'scope of work'). However, any such added necessities of the terms and conditions shall be mutually agreed by the MSI and JSCL.

5. Key Performance Measurements

- 5.1. Unless specified by JSCL to the contrary, MSI shall deliver the goods, 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 under Section C (Service Level Agreement) of this Contract.
- 5.2. If the Contract, Scheduled of Requirements, Service Specification includes more than one document, then unless JSCL specifies to the contrary, the document later in time shall prevail over a document of earlier date to the extent of any inconsistency.
- 5.3. JSCL shall on mutual discussions with the MSI 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 Schedule of Requirements. However, any such amendment of the terms and conditions shall be mutually agreed by the MSI and JSCL.

6. Commencement and Progress

- 6.1. MSI shall subject to the fulfillment of the conditions precedent above, commence the performance of its obligations withindays from the date of execution of this Agreement, in a manner as per the Scope of Work (RFP Volume II).
- 6.2. MSI shall proceed to carry out the activities / services with diligence and expedite in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.
- 6.3. MSI shall be responsible for and shall ensure that all activities/ services are performed in accordance with the Contract, Scope of Work and Service Specifications and that MSI's Team complies with such Specifications and all other standards, terms and other stipulations/conditions set out hereunder.

7. Standards of performance

7.1. MSI 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 best practices used in the industry and with IT 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. MSI shall always act, in respect of any matter relating to the Contract, as faithful advisors to JSCL and shall, at all times, support and safeguard JSCL's legitimate interests in any dealings with Third Parties.

8. Approvals and Required Consents

8.1. JSCL shall extend necessary support to MSI to obtain, maintain and observe all relevant and customary regulatory and governmental licenses, clearances and applicable approvals (hereinafter the "Approvals") necessary for MSI to provide the Services. The costs of such Approvals shall be borne by MSI. Both Parties shall give each other all co-operation and information reasonably required.

8.2. JSCL shall also provide necessary support to the MSI in obtaining the Approvals. In the event that any Approval is not obtained, MSI and the JSCL shall co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for JSCL, to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such Approval is obtained, provided that MSI shall not be relieved of its obligations to provide the Services and to achieve the Service Levels until the Approvals are obtained if and to the extent that MSI 's obligations are dependent upon such Approvals.

9. Constitution of Consortium

9.2. For the purposes of fulfillment of its obligations as laid down under the Contract, where the JSCL deems fit and unless the contract requires otherwise, Lead Member shall be the sole point of interface for the JSCL and would be absolutely accountable for the performance of its own, the other member of Consortium and/or its Team's functions and obligations.

9.3. Without prejudice to the obligation of the Consortium member to adhere to and comply with the terms of this Contract, the Consortium Member has executed and

submitted a Power of Attorney in favor of the Lead Member authorizing him to act for and on behalf of such member of the Consortium and do all acts as may be necessary for fulfillment of contractual obligations.

- 9.4.** The JSCL reserves the right to review, approve and require amendment of the terms of the Consortium Agreement or any contract or understanding entered into by and between the members of such Consortium and no such agreement/contract/MoU shall be executed, amended, modified and/or terminated without the prior written consent of the JSCL. An executed copy of each of such agreements/contracts shall, immediately upon execution be submitted by MSI to the JSCL.
- 9.5.** Where, during the term of this Contract, MSI terminates any contract/arrangement or agreement relating to the performance of Services, MSI shall be jointly and severally liable for any consequences resulting from such termination. MSI shall in such case ensure the smooth continuation of Services by providing a suitable replacement to the satisfaction of the JSCL at no additional charge and at the earliest opportunity.

10. MSI's Obligations

- 10.1.** MSI's obligations shall include all the activities as specified by the JSCL in the Scope of Work and other sections of the RFP and Contract and changes thereof to enable JSCL to meet the objectives and operational requirements. It shall be MSI's responsibility to ensure the proper and successful implementation, performance and continued operation of the proposed solution in accordance with and in strict adherence to the terms of his Bid, the RFP and this Contract.
- 10.2.** In addition to the aforementioned, MSI shall provide services to manage and maintain the said system and infrastructure as mentioned in Section 1 of RFP Volume II.
- 10.3.** MSI shall deploy all such Key Personnel whose resume was submitted to JSCL as a part of its Bid and evaluated at the RFP stage. JSCL reserves the right to interview the personnel proposed that shall be deployed as part of the Project team. If found unsuitable, the JSCL may reject the deployment of the personnel. But ultimate responsibility of the Project implementation shall lie with MSI.
- 10.4.** JSCL reserves the right to require changes in personnel which shall be communicated to MSI. MSI with the prior approval of the JSCL may make additions to the Project team. MSI shall provide the JSCL with the resume of personnel and provide such other information as the JSCL may reasonably require. In case of change in its team members/ personnel including Key Personnel, for any reason whatsoever, MSI shall also ensure that the exiting members are replaced with at least equally qualified and professionally competent members/ personnel in comparison to the personnel whose replacement is

being sought. The JSCL may interview the resources suggested by MSI before their deployment on board the Project.

- 10.5.** MSI shall ensure that none of the Key Personnel (refer Section 3.5.1 of the RFP Volume I proposed) and manpower exit from the Project during first 6 months of the beginning of the Project. In such cases of exit a penalty for such replacements shall be imposed on the MSI as per below table.

Manpower	Penalty (in INR)
Project Manager	2,50,000
DC/ DR- Cloud Expert	1,50,000
Command Center Design Expert	1,00,000
GIS Expert	80,000
Solution Architect	80,000
ITMS Expert	80,000
Software Management Expert	80,000
IT/ ICT Infrastructure Expert	80,000
Database Architect	80,000
IT/ Cyber Security Expert	80,000

- 10.6.** In case of change in its personnel/ team members, MSI shall ensure a reasonable amount of time overlap in activities to ensure proper knowledge transfer and handover / takeover of documents and other relevant materials between the outgoing and the new member.
- 10.7.** MSI shall ensure that MSI's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. MSI shall ensure that the services are performed through the efforts of MSI's Team, in accordance with the terms hereof and to the satisfaction of the JSCL. Nothing in this Contract relieves MSI from its liabilities or obligations under this Contract to provide the Services in accordance with the JSCL's directions and requirements and as stated in this Contract and the Bid to the extent accepted by the JSCL and MSI shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team.
- 10.8.** MSI shall be fully responsible for deployment / installation / development/ procurement of network fiber and integration of all the software and hardware components and resolve any problems / issues that may arise due to integration of components.

- 10.9.** MSI shall ensure that the OEMs supply equipment/ components including associated accessories and software required and shall support MSI in the installation, commissioning, integration and maintenance of these components during the entire period of contract. MSI shall ensure that the COTS OEMs supply the software applications and shall support MSI in the installation / deployment, integration, roll-out and maintenance of these applications during the entire period of contract. It must clearly be understood by MSI that warranty and O&M of the system, products and services incorporated as part of system would commence from the day of Go-Live of system as a complete Smart city solutions including all the solutions proposed. MSI would be required to explicitly display that it shall have a back to back arrangement for provisioning of warranty/ O&M support till the end of contract period with the relevant OEMs. The Annual Maintenance support shall include patches and updates the software, hardware components and other devices.
- 10.10.** All the software licenses that MSI proposes should be perpetual software licenses. The software licenses shall not be restricted based on location and the JSCL should have the flexibility to use the software licenses for other requirements if required.
- 10.11.** All the OEMs that have been proposed by MSI should have Dealer/Manufacturer possession licenses and the OEM shall confirm and provide the Authorization certificates in the name of the Dealer.
- 10.12.** The JSCL reserves the right to review the terms of the Warranty and Annual Maintenance agreements entered into between MSI and OEMs and no such agreement/contract shall be executed, amended, modified and/or terminated without the prior written consent of the JSCL. An executed copy of each of such agreements/contracts shall, immediately upon execution be submitted by MSI to the JSCL.
- 10.13.** MSI shall ensure that none of the components and sub-components are declared end-of-sale or end-of-support by the respective OEM till 18 months from the date of commissioning. If the OEM declares any of the products/ solutions end-of-sale subsequently, the MSI shall ensure that the same is supported by the respective OEM for contract period.
- 10.14.** If a product is de-supported by the OEM for any reason whatsoever, from the date of Acceptance of the System till the end of contract, MSI should replace the products/ solutions with an alternate that is acceptable to the JSCL at no additional cost to the JSCL and without causing any performance degradation.
- 10.15.** Obtaining necessary Licenses shall be the responsibility of the MSI. However, all the Licenses shall be in the name of JSCL.
- 10.16.** MSI shall ensure that the OEMs provide the support and assistance to MSI in case of any problems / issues arising due to integration of components supplied by him with any

other component(s)/ product(s) under the purview of the overall solution. If the same is not resolved for any reason whatsoever, MSI shall replace the required component(s) with an equivalent or better substitute that is acceptable to JSCL without any additional cost to the JSCL and without impacting the performance of the solution in any manner whatsoever.

10.17. MSI shall ensure that the OEMs for firmware and software install all type of updates, patches, fixes and/or bug fixes for the firmware or software from time to time at no additional cost to the JSCL.

10.18. MSI shall ensure that the OEMs for hardware servers/ equipment or MSI's trained engineers conduct the preventive maintenance on a Quarterly basis and break-fix maintenance in accordance with the best practices followed in the industry. MSI shall ensure that the documentation and training services associated with the components shall be provided by the OEM partner or OEM's certified training partner without any additional cost to the JSCL.

10.19. The training shall be conducted using official OEM course curriculum mapped with the hardware/ software Product's to be implemented in the project.

10.20. MSI and their personnel/representative shall not alter/ change/ replace any hardware component proprietary to the JSCL and/or under warranty or O&M of third party without prior consent of the JSCL.

10.21. MSI shall provision the required critical spares/ components at the designated Datacenter Sites/ office locations of the JSCL for meeting the uptime commitment of the components supplied by him.

10.22. MSI's representative(s) shall have all the powers requisite for the execution of Scope of Work and performance of Services under this contract. MSI's representative(s) shall liaise with the JSCL's representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. MSI shall extend full co-operation to JSCL's representative in the manner required by them for supervision/ inspection/ observation of the equipment/ goods/ material, procedures, performance, progress, reports and records pertaining to the works. He shall also have complete charge of MSI's personnel engaged in the performance of the works and to ensure compliance of rules, regulations and safety practice. He shall also cooperate with the other service providers/vendors of the JSCL working at the JSCL's office locations & field locations and DC & DR sites. Such MSI's representative(s) shall be available to the JSCL's Representative at respective Datacenter during the execution of works.

10.23. MSI shall be responsible on an ongoing basis for coordination with other vendors and agencies of the JSCL in order to resolve issues and oversee implementation of the same.

MSI shall also be responsible for resolving conflicts between vendors in case of borderline integration issues.

10.24. MSI is expected to set up a project office in Jalandhar. The technical manpower deployed on the Project should work from the same office. However, some resources may be required to work from the client office during the contract period.

10.25. Band width and connectivity taken exclusively for the facility by MSI shall be the sole property of JSCL and as per TRAI guidelines, any move by SI for resale of bandwidth connectivity is not allowed.

MSI shall develop the plan and design documents shall be submitted by MSI for approval by JSCL. MSI shall commence the installation after obtaining the approval from JSCL.

10.26. Access to Sites

10.26.1. Sites would include Server Room, Command and Control Center at Police Line, Jalandhar.

10.26.2. The JSCL's representative upon receipt of request from MSI intimating commencement of activities at various locations shall give to MSI access to as much of the Sites as may be necessary to enable MSI to commence and proceed with the installation of the works in accordance with the program of work. Any reasonable proposal of MSI for access to Site to proceed with the installation of work in accordance with the program of work shall be considered for approval and shall not be unreasonably withheld by JSCL. Such requests shall be made to the JSCL's representative in writing at least 7 days prior to start of the work.

10.26.3. At the site locations, the JSCL's representative shall give to MSI access to as much as may be necessary to enable MSI to commence and proceed with the installation of the works in accordance with the program of work.

10.27. Start of Installation

10.27.1. MSI shall co-ordinate with JSCL and stakeholders for the complete setup of sites before commencement of installation of other areas as mentioned in Section 5: of the RFP Volume II document. MSI shall also co-ordinate regarding Network / Bandwidth connectivity in order to prepare the installation plan and detailed design / architectural design documents.

10.28. Reporting Progress

- 10.28.1.** MSI shall be responsible for the execution of the Contract, shall monitor the progress of all the activities and shall submit to the Authority, progress reports during the implementation phase.
- 10.28.2.** Formats and frequency for all above mentioned reports and their dissemination mechanism shall be discussed and finalized along with project plan. The JSCL on mutual agreement between both parties may change the formats, periodicity and dissemination mechanism for such reports.
- 10.28.3.** During the implementation phase, meetings shall be held between the representatives of the JSCL and MSI 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 as desired by JSCL, to discuss the performance of the Contract.
- 10.28.4.** MSI shall ensure that the respective solution teams involved in the execution of work are part of such meetings.
- 10.28.5.** Several review committees involving representative of the JSCL and representative officials of MSI shall be formed for the purpose of this project. These committees shall meet at intervals, as decided by the JSCL later, to oversee the progress of the implementation.
- 10.28.6.** All the goods, services and manpower to be provided / deployed by MSI under the Contract and the manner and speed of execution and maintenance of the work and services are to be conducted in a manner to the satisfaction of JSCL's representative in accordance with the Contract.
- 10.28.7.** The JSCL 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 JSCL may demand and upon such demand being made, MSI shall provide documents, data, material or any other information which the JSCL may require, to enable it to assess the progress/ performance of the work / service.
- 10.28.8.** At any time during the course of the Contract, the JSCL shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by MSI of its obligations/ functions in accordance with the standards committed to or required by the JSCL and MSI undertakes to cooperate with and provide to the JSCL/ any other agency appointed by the JSCL, all Documents and other details as may be required by them for this purpose. Such audit shall not include MSI's books of accounts.
- 10.28.9.** 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 Bid

requirements/ standards, the JSCL's representative shall so notify MSI in writing.

- 10.28.10.** MSI 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. MSI shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the JSCL or JSCL's representative that the actual progress of work does not conform to the approved plan, MSI shall, at the request of the JSCL's representative, a revised plan showing the modification to the approved plan necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance to the stipulated requirements
- 10.28.11.** The submission seeking approval by the JSCL or JSCL's representative of such plan shall not relieve MSI of any of his duties or responsibilities under the Contract.
- 10.28.12.** In case during execution of works, the progress falls behind schedule or does not meet the RFP requirements, MSI shall deploy extra manpower/ resources to make up the progress or to meet the RFP requirements. Plan for deployment of extra man power/ resources shall be submitted to the JSCL for its review and approval. All time and cost effect in this respect shall be borne, by MSI within the Contract Value.
- 10.28.13.** MSI representative shall prepare and distribute Service Level Performance reports in a mutually agreed format by the 5th working day of subsequent month. The reports shall include "actual versus target" Service Level Performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports shall be distributed to JSCL management personnel as directed by JSCL.
- 10.28.14.** Also, MSI may be required to get the Service Level Performance reports audited by independent Auditor with necessary approval of JSCL. All related costs will be borne by the MSI.

10.29. Knowledge of Server Room, Command and Control Center

- 10.29.1.** MSI shall be granted access to the Server Room, Command and Control Center, for inspection by the JSCL and its representatives before commencement of installation. The plan shall be drawn mutually at a later stage.
- 10.29.2.** MSI shall be deemed to have knowledge of the Server Room, Command and Control Center,, and its surroundings and information available in connection therewith and to have satisfied itself the form and nature thereof including, the

data and information contained in the Bidding Documents and the RFP, the physical and climatic conditions, the quantities and nature of the works and materials necessary for the completion of the works, the means of access, etc. and in general to have obtained itself 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 pre-installation survey / during delivery or installation, MSI detects physical conditions and/or obstructions affecting the work, MSI shall take all measures to overcome them.

10.30. Project Plan

Bidder shall submit along with the Bid proposal the Project Plan meeting with the Project completion time as specified in the Bidding document. Modified Project Plan shall be submitted by the MSI, within 15 calendar days Issuance of LoI, for JSCL's approval. MSI shall submit the detailed Project Plan with details of the project showing the sequence, procedure and method in which he proposes to carry out the works for its approval. The Plan so submitted by MSI shall conform to the requirements and timelines specified in the Contract. The JSCL and MSI shall discuss and agree upon the work procedures to be followed for effective execution of the works, which MSI intends to deploy and shall be clearly specified. The Project Plan shall include but not limited to project organization, communication structure, proposed staffing, roles and responsibilities, processes and tool sets to be used for quality assurance, security and confidentiality practices in accordance with industry best practices, project plan and delivery schedule in accordance with the Contract. Approval by the JSCL's Representative of the Project Plan shall not relieve MSI of any of his duties or responsibilities under the Contract.

- 10.30.1.** If MSI's work plans necessitate a disruption/ shutdown in JSCL'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 MSI to develop/adhere such a work plan shall be to his account.

10.31. Adherence to safety procedures, rules regulations and restriction

- 10.31.1.** MSI's Team shall comply with the provision of all laws including labor laws, rules, regulations and notifications issued thereunder from time to time. All safety and labor laws enforced by statutory agencies and by JSCL shall be

applicable in the performance of this Contract and MSI's Team shall abide by these laws.

- 10.31.2.** Access to the Server Room, Command and Control Center and, shall be strictly restricted. No access to any person except the essential members of MSI's Team who are authorized by the JSCL and are genuinely required for execution of work or for carrying out management/ maintenance shall be allowed entry. MSI and Team shall be having the access restricted to the equipment supplied under this Contract or any of the Equipment's as provided by the JSCL. SI shall maintain a log of all activities carried out by each of its team personnel.
- 10.31.3.** No access to any staff of MSI, except the essential staff who has genuine work-related need, should be given. All such access should be logged in a loss free manner for permanent record with unique biometric identification of the staff to avoid misrepresentations or mistakes.
- 10.31.4.** MSI shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. MSI's Team shall adhere to all security requirement/ regulations of the JSCL during the execution of the work. JSCL's employee also shall comply with safety procedures/ policy.
- 10.31.5.** MSI 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.

10.32. Statutory Requirements

During the tenure of this Contract MSI or his team including consortium members, its successors and assigns, shall follow all the security, safety and statutory requirements as per the applicable law, act and/ or rules/regulations, or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep JSCL indemnified in this regard.

11. JSCL's Obligations

- 11.1.** JSCL or its nominated representative shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to MSI.

- 11.2. JSCL shall ensure that timely approval is provided to MSI as and when required, which may include approval of project plans, implementation methodology, design documents, specifications, or any other documents necessary in fulfillment of this Contract provided that MSI is in compliance with the requirements under various policies and as per the terms of the Contract.
- 11.3. JSCL's representative shall interface with MSI, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. JSCL shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the JSCL is proper and necessary.
- 11.4. JSCL may provide on MSI's request, particulars/ information or documentation that may be required by MSI for proper planning and execution of work and for providing services covered under this Contract and for which MSI may have to coordinate with respective vendors.
- 11.5. JSCL shall provide to MSI only sitting space and basic infrastructure not including, stationery and other consumables at the JSCL's office locations.
- 11.6. JSCL reserves the right to procure the hardware including devices on quarterly basis in first year based on actual deployment and O&M shall be applicable whenever the devices are procured and deployed till end of the contract.
- 11.7. **Site Not Ready:** JSCL hereby agrees to make the project site at Police Line, Jalandhar ready as per the agreed specifications, within the agreed timelines. JSCL agrees that MSI shall not be in any manner liable for any delay arising out of JSCL's failure to make the site ready within the stipulated period.

12. Payments

- 12.1. JSCL shall make payments to MSI at the times and in the manner set out in the Payment schedule as specified in the Payment Milestones in RFP Volume I subject to the penalties as mentioned under Clause 50 of Section C- Service Levels of Volume III. JSCL shall make all efforts to make payments to MSI within 45 days of receipt of invoice(s) and all necessary supporting documents.
- 12.2. All payments agreed to be made by JSCL to MSI in accordance with the Price Bid shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable, if any, and JSCL shall not be liable to pay any such levies/ other charges under or in relation to this Contract and/or the Services.
- 12.3. No invoice for extra work/change order on account of change order shall be submitted by MSI unless the said extra work /change order has been

authorized/approved by the JSCL in writing in accordance with Change Control Note (Annexure I of this section of the RFP) .

- 12.4. In the event of JSCL noticing at any time that any amount has been disbursed wrongly to MSI or any other amount is due from MSI to the JSCL, the JSCL may without prejudice to its rights to recover such amounts by other means after notifying MSI or deduct such amount from any payment falling due to MSI. The details of such recovery, if any, shall be intimated to MSI. MSI shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of the JSCL or MSI.
- 12.5. All payments to MSI shall be subject to the deductions of tax at source under Income Tax Act, and other taxes and deductions as provided for under any law, rule or regulation. All costs, damages or expenses which JSCL may have paid or incurred, for which under the provisions of the Contract MSI is liable, the same shall be deducted by JSCL from any dues to MSI. All payments to MSI shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the JSCL to MSI on chargeable basis.

13. Intellectual Property Rights

- 13.1. Retention of Ownership except for the rights expressly granted to the Licensee under this Agreement, the Licensor shall retain all right, title and interest in and to the Licensed Technology, including all worldwide Technology and intellectual property and proprietary rights.
- 13.2. Preservation of Notice Licensee shall not remove, efface or obscure any copyright notices or other proprietary notices or legends from any Licensed Technology or materials provided under this Agreement, and shall reproduce all such notices and legends when incorporating Licensed Technology or materials into any Integrated Products.
- 13.3. MSI must ensure that while using any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person/Company. MSI shall keep the JSCL indemnified against all costs, expenses and liabilities howsoever, arising out 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 MSI or MSI's Team during the course of performance of the Services. MSI's liability is excluded regarding any claim based on any of the

following (a) anything JSCL provides which is incorporated into the Solution; (b) the JSCL's modification of the solution; (c) the combination, operation, or use of the solution with other materials, if the third party claim has been caused by the combination, operation or use of the solution

- 13.4.** JSCL shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all processes, products, specifications, reports and other documents which have been newly created and developed by MSI solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. MSI undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the JSCL, execute all such agreements/documents and obtain all permits and approvals that may be necessary in regard to the Intellectual Property Rights of the JSCL.
- 13.5.** If JSCL desires, MSI shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied / installed by MSI, the same shall be acquired in the name of the JSCL, prior to termination of this Contract and which may be assigned by the JSCL to MSI for the purpose of execution of any of its obligations under the terms of the Bid, Tender or this Contract. However, subsequent to the term of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the JSCL.
- 13.6.** MSI shall not copy, reproduce, translate, adapt, vary, modify, disassemble, decompile or reverse engineer or otherwise deal with or cause to reduce the value of the Materials except as expressly authorized by JSCL in writing

14. Applicable Taxes

- 14.1.** The financial bid quoted by the MSI will be exclusive of applicable GST.
- 14.2.** MSI shall bear all personnel taxes levied or imposed on its personnel, or any other member of MSI's Team, etc. on account of payment received under this Contract. MSI shall bear all taxes, levied or imposed on MSI on account of payments received by it from JSCL for the work done under this Contract.
- 14.3.** MSI shall bear all taxes and duties etc. levied or imposed on MSI under the Contract and 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 Authority under the Contract. It shall be the responsibility of MSI to submit to the concerned Indian

authorities the returns and all other connected documents required for the purpose of tax declarations. MSI shall also provide JSCL such information, as it may be required in regard to MSI's details of payment made by the JSCL under the Contract for proper assessment of taxes and duties. The amount of tax withheld by JSCL shall at all times be in accordance with Indian Tax Law and JSCL shall promptly furnish MSI original certificates for tax deduction at source to MSI (if applicable) and paid to the Tax Authorities.

- 14.4.** MSI agrees that he 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
- 14.5.** MSIs shall fully familiarize themselves about the GST. The GST component must be excluded by Bidders in the financial proposal. (Bidders to find out applicable taxes for the components being proposed.)
- a.** Should MSI 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, MSI shall pay the same. MSI shall indemnify JSCL against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty by any such Tax Authority that may assess or levy against the JSCL/ Lead Partner of the MSI.
- b.** The GST on works (central or state) if levied on supplies made from indigenous vendors for the works shall be borne by MSI within the Contract Price. GST, if any applicable, shall be payable extra, at actuals by the JSCL in accordance with the conditions of the Contract and upon submission of proof of payment of such taxes. JSCL shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by MSI at the rates in force, from the amount due to MSI and pay to the concerned tax authority directly.

15. Indemnity

- 15.1.** MSI shall indemnify the JSCL from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
- a.** any gross full negligence or willful misconduct act or omission by MSI or any third party associated with MSI in connection with or incidental to this Contract;
- or

- 16.6. The JSCL shall promptly notify the MSI in writing of any claims arising under this warranty.
- 16.7. Upon receipt of such notice, the MSI shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without prejudice to any other rights which the JSCL may have against the MSI under the Contract.
- 16.8. If the MSI, having been notified, fails to remedy the defect(s) within a reasonable period, the JSCL may proceed to take such remedial action as may be necessary, at the MSI's risk and expense and without prejudice to any other rights which the JSCL may have against the MSI under the Contract.
- 16.9. Any OEM specific warranty terms that do not conform to conditions under this Contract shall not be acceptable

17. Term and Extension of the Contract

- 17.1. The Contract period shall commence from the date of Effective Date mentioned by JSCL in the Notice to Proceed letter, and the Contract Period shall remain valid for 60 Months from the date of Go Live of the system.
- 17.2. If the delay occurs due to circumstances beyond control of MSI such as strikes, lockouts, fire, accident, defective materials, delay in approvals or any cause whatsoever beyond the reasonable control of MSI, a reasonable extension of time shall be granted by the JSCL. In the event, if the extension of time is more than One year due to the above mentioned reasons, than price escalation for the extended period shall be considered as per the CPI Index.
- 17.3. The JSCL shall reserve the sole right to grant any extension to the term abovementioned and shall notify in writing to MSI, at least 3 (three) 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 JSCL's discretion and such extension of the Contract, if any, shall be as per terms agreed mutually between the JSCL and MSI.
- 17.4. Where the JSCL is of the view that no further extension of the term be granted to MSI, the JSCL shall notify MSI of its decision at least 3 (three) months prior to the expiry of the Term. Upon receipt of such notice, MSI shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the JSCL shall either appoint an alternative agency/MSI or create its own infrastructure to operate such Services as are provided under this Contract.

18. Dispute Resolution

The Authority and the MSI shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Authority or the SI may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

- 18.1. In case, a dispute is referred to arbitration, the arbitration shall be under the **Indian Arbitration and Conciliation Act, 1996** and any statutory modification or re-enactment thereof.
- 18.2. If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 (as amended in 2015) or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) day notice to refer the dispute to arbitration to the other Party in writing.
- 18.3. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 (as amended in 2015) as amended from time to time.
- 18.4. The Arbitration proceedings shall be held in Jalandhar, Punjab, India.
- 18.5. The Arbitration proceeding shall be governed by the substantive laws of India.
- 18.6. The proceedings of Arbitration shall be in Punjabi/English language.
- 18.7. 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 referred to a Tribunal of three (3) Arbitrators, constituted as per the terms of and under the (Indian) Arbitration and Conciliation Act, 1996. Each party to the

contract shall appoint/ nominate one Arbitrator each, the two Arbitrators so appointed/ nominated by the Parties herein shall together choose the third Arbitrator, who shall be the Presiding Arbitrator of the Tribunal. The consortium of the three Arbitrators shall form the Arbitral Tribunal.

- 18.8.** 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 Justice of the Punjab & Haryana High Court or any person or institution designated by him shall appoint the Arbitrator/Presiding Arbitrator upon request of one of the parties.
- 18.9.** Any letter, notice or other communications dispatched to MSI relating to either arbitration proceeding or otherwise whether through the post or through a representative on the address last notified to the JSCL by MSI shall be deemed to have been received by MSI although returned with the remarks, refused 'undelivered' where about not known or words to that effect or for any other reasons whatsoever
- 18.10.** If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the JSCL 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.
- 18.11.** 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.
- 18.12.** 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.
- 18.13.** The Arbitrator shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- 18.14.** The fees of the arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.

19. Time is of the essence

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 activities by MSI by the specified completion date herein and/ or the RFP.

20. Conflict of interest

MSI shall disclose to the JSCL in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for MSI or MSI's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

21. Publicity

MSI shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the JSCL first gives MSI its written consent.

22. Force Majeure

22.1. Force Majeure shall not include any events caused due to acts/ omissions of MSI resulting in a breach/ contravention of any of the terms of the Contract and/or MSI's Bid. It shall also not include any default on the part of MSI due to its negligence or failure to implement the stipulated/ proposed precautions, as were required to be taken under the Contract.

22.2. 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 i.e. war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts, vandalism, terrorism or act of God (hereinafter referred to as events) , or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred at any location in scope. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. Any failure or lapse on the part of MSI 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 disaster management/ recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

22.3. In case of a Force Majeure, all Parties shall endeavor 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.

23. Delivery

- 23.1.** MSI shall bear the cost for packing, transport, insurance, storage and delivery of all the goods for “Selection of master system integrator of Jalandhar Smart City” at all locations identified by the JSCL in Jalandhar, Punjab.
- 23.2.** MSI shall bear all the statutory levies like customs, insurance, freight, etc. applicable on the goods and also the charges like transportation charges, octroi, etc. that may be applicable till the goods are delivered at the respective sites of installation shall also be borne by MSI.
- 23.3.** The Goods and manpower 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 approved by JSCL.
- 23.3.** MSI shall only procure the hardware and software after approvals from a designated Committee/JSCL.

24. Insurance

- 24.1.** The Goods supplied under this Contract shall be comprehensively insured by MSI at his own cost, against any loss or damage, for the entire period of the Contract. MSI shall submit to the JSCL, documentary evidence issued by the insurance company, indicating that such insurance has been taken.
- 24.2.** MSI shall take out and maintain at its own cost, on terms and conditions approved by the JSCL, insurance against the risks, and for the coverages, as specified below :
 - a.** At the JSCL’s request, shall provide evidence to the JSCL showing that such insurance including all risks insurance for the value of contract has been taken out and maintained and that the current premiums therefore have been paid.
 - b.** Employer's liability and workers' compensation insurance in respect of the Personnel of the Company, 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

24.3. Insurance requirements

Type of Cover	Minimum cover for Insurance	
(i)	Goods and materials	The sum stated in the Agreement plus 20%
(ii)	Loss or damage to equipment	Full replacement cost

(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance (a) For Third Party Rs 20.00 lakhs at Rs 5.00 lakhs for 4 persons. (b) for Contractor's employees or labor In accordance with the statutory requirements applicable to Punjab State	

25. **Transfer of Ownership**

25.1. MSI must transfer all titles to the assets and goods procured for the purpose of the Project to the JSCL at the time of Acceptance of System. This includes all licenses, titles, source codes, certificates, hardware, devices, equipment etc. related to the system designed, developed, installed and maintained by MSI as a part of the implementation of the Project. MSI is expected to provide source codes, transfer IPRs and ownership rights of only those solutions which would be customized by MSI for the use of JSCL. For any pre-existing work, MSI and JSCL shall be held jointly responsible and its use in any other project by MSI shall be decided on mutual consent. For COT software no source codes are needed to be provided.

25.2. Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by the JSCL, MSI shall deliver to the JSCL, all Documents provided by or originating from the JSCL and all Documents produced by or from or for MSI in the course of performing the Services, unless otherwise directed in writing by the JSCL at no additional cost. MSI shall not, without the prior written consent of the JSCL store, copy, distribute or retain any such Documents.

26. **Initial Composition; Full Time Obligation; Continuity of Personnel**

MSI shall ensure that each member of the Key Personnel devotes substantial working time as per the staffing schedule/ manpower plan to perform the services to which that person has been assigned as per the Bid.

MSI shall not make any changes to the composition of the Key Personnel and not require or request any member of the Key Personnel to cease or reduce his or her involvement in the provision of the Services during the defined term of the engagement unless that person resigns, is terminated for cause, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires.

In any such case, the JSCL's prior written consent would be mandatory.

27. Evaluations

MSI shall carry out an evaluation of the performance of each member of the Key Personnel in connection with the Services at least once in each Contract Year. MSI shall provide reasonable written notice to JSCL of the date of each evaluation of each member of the Key Personnel. JSCL shall be entitled to provide inputs to the MSI for each such evaluation. MSI shall promptly provide the results of each evaluation to JSCL, subject to Applicable Law.

28. Replacement

In case any proposed resource resigns, then the MSI has to inform JSCL within one week of such resignation.

MSI shall promptly initiate a search for a replacement to ensure that the role of any member of the Key Personnel is not vacant at any point in time during the contract period, subject to reasonable extensions requested by MSI to JSCL.

Before assigning any replacement member of the Key Personnel to the provision of the Services, MSI shall provide JSCL with:

- a. a resume, curriculum vitae and any other information about the candidate that is reasonably requested by JSCL; and
- b. An opportunity to interview the candidate.

The MSI has to provide replacement resource of equal or better qualification and experience as per the requirements of this RFP.

If JSCL objects to the appointment, MSI shall not assign the individual to that position and shall seek an alternative candidate in accordance with the resource requirements of this RFP.

The MSI needs to ensure at least 4 weeks of overlap period in such replacements. JSCL will not be responsible for any knowledge transition to the replacement resource and any impact/escalation of cost incurred by the MSI due to resource replacement.

29. High Attrition

If in the first 6-month period from the Contract Effective Date in case of replacement of the projected man power resourcing, a penalty of Rs. 50,000 for first seven days and Rs. 10,000 per day can be imposed on the MSI (for one replacement) till the appropriate and approved replacement is done. MSI shall:

- a. provide JSCL with a reasonably detailed explanation as to the reasons for such change, including, where applicable and permitted, notes from any exit interviews conducted by MSI with any departing member of the Key Personnel; and

If such change to Key Personnel has or is likely to have any material adverse impact on the provision of the Services or any substantial part thereof, MSI shall undertake, at its own costs, such remediation acts as are reasonably necessary in order to improve the retention of the Key Personnel including making reasonable changes to the human resources policies and procedures applicable to the Key Personnel (including those related to compensation, benefits and other conditions so that they are competitive with the market) as may be necessary to ensure that such policies and procedures comply with Good Industry Practice.

30. Right to vary quantity

- a. At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- b. If the JSCL does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the MSI shall not be entitled for any claim or compensation except otherwise provided in the bidding document.

Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding document, on the rates and conditions given in the contract if the original order was given after inviting of open competitive bids. Delivery or completion period may also be proportionally increased.

31. Warranty & Maintenance

MSI shall also provide complete maintenance support for all the proposed integrated solution as outlined in the RFP and/ or this Contract for a period of Sixty months from the date of go-live i.e. “Go-Live” + 48 months. “Go-Live” is the date on which the proposed solution is completely operational as per the requirements provided in this RFP and all the acceptance tests are successfully concluded to the satisfaction of JSCL.

During the warranty period, the MSI shall warrant that the goods supplied under the contract are new, unused, of the most recent version/models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The MSI further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.

JSCL or designated representatives of the MSI shall promptly notify successful MSI in writing of any claims arising under this warranty. Upon receipt of such notice, the MSI shall, within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to JSCL and within time specified and acceptable to JSCL.

If the MSI, having been notified, fails to remedy the defect(s) within the period specified in the Contract, JSCL may proceed to take such reasonable remedial action as may be necessary, at the MSI’s risk and expense and without prejudice to any other rights, which JSCL may have against the MSI under the contract.

During the comprehensive warranty period, the MSI shall provide all product(s) and documentation updates, patches/fixes, and version upgrades within 15 days of their availability and should carry out installation and make operational the same at no additional cost to JSCL.

The MSI hereby warrants JSCL that:

- a. the implemented integrated solution represents a complete, integrated solution meeting all the requirements as outlined in the RFP and further amendments if any and provides the functionality and performance, as per the terms and conditions specified in the contract.

- b. the proposed integrated solution shall achieve parameters delineated in the technical specification/requirement.
- c. the MSI shall be responsible for warranty services from licensors of products included in the systems.

The MSI undertakes to ensure the maintenance of the acceptance criterion/standards in respect of the systems during the warranty period.

32. Exit Management Plan

32.1 An Exit Management plan shall be furnished by MSI in writing to the JSCL within 90 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 Service Provider 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 the Replacement Service Provider 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 MSI

32.2 Exit Management plan at the minimum shall adhere to the following :

- a. Three (3) months of support to Replacement Service Provider 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, wherever applicable, reports, documents and other relevant items to the Replacement Service Provider/ JSCL;

- c. Certificate of Acceptance from authorized representative of Replacement Service Provider issued to MSI on successful completion of handover and knowledge transfer.

32.3 In the event of termination or expiry of the Contract, either during Project Implementation or Service Level monitoring, both MSI and JSCL shall comply with the Exit Management Plan.

32.4 During the Exit Management period, MSI shall use its best efforts to deliver the services.

Section: B

Special Conditions of Contract

B. Special Conditions of Contract (SCC)

33. Performance Security

- 33.1. MSI shall furnish Performance Security to the JSCL prior to signing the Contract which shall be equal to 10% (ten percent) of the value of the Contract and shall be in the form of an unconditional and irrevocable **Bank Guarantee** from a Nationalized / Scheduled Bank in the Preformat given in Annexure 5 (a) RFP volume I within 15 days after issuance of Letter of Intent (LOI) or Letter of Award (LoA) which would be valid up to a period of six months after the contract completion period.
- 33.2. Prior to Contract signing, the MSI shall be required to submit one Bank Guarantee of equal amount totaling 10% of the price of the Contract.

34. Liquidated Damages

- 34.1 If MSI fails to supply, install or maintain any or all of the goods and services as per the Contract, within the time period(s) specified in the RFP Vol II, the JSCL without prejudice to its other rights and remedies under the Contract, deduct from the Contract Price, as Liquidated Damages, a sum equivalent to 0.1% per week or part thereof of the contract value for the undelivered works of the Value of CAPEX. The deduction shall not in any case exceed 10% of the Contract Price. Liquidated Damages for the project shall be applicable on the implementation phase of the project only.
- 34.2 The JSCL may without prejudice to its right to effect recovery by any other method, deduct the amount of Liquidated Damages from any money belonging

to MSI in its hands (which includes the JSCL's right to claim such amount against MSI's Bank Guarantee) or which may become due to MSI. Any such recovery or Liquidated Damages shall not in any way relieve MSI from any of its obligations to complete the Work or from any other obligations and liabilities under the Contract.

34.3 Delay not attributable to MSI shall be considered for exclusion for the purpose of computing Liquidated Damages.

34.4 Liquidated Damages shall be applicable on the Phase II of the Project as per the Service Level Agreements & Targets.

35. Limitation of Liability:

Limitation of MSI's Liability towards the JSCL:

35.1. Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.

35.2. Except in case of gross negligence or willful misconduct on the part of MSI or on the part of any person or company acting on behalf of MSI in carrying out the Services, SI's liability will be limited to the unpaid amount of total Contract value. MSI, with respect to damage caused by MSI to JSCL's property, shall not be liable to JSCL:

- a.** for any indirect or consequential loss or damage; and
- b.** for any direct loss or damage that exceeds (A) the total payments payable under the Contract to MSI hereunder, or (B) the proceeds MSI may be entitled to receive from any insurance maintained by MSI to cover such a liability, whichever of (A) or (B) is higher.

35.3. This limitation of liability shall not affect MSI liability, if any, for damage to Third Parties caused by MSI or any person or company acting on behalf of MSI in carrying out the Services.

36. Ownership and Retention of Documents

36.1. The JSCL shall own the Documents, prepared by or for MSI arising out of or in connection with this Contract and its execution thereof.

- 36.2.** Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the JSCL, MSI shall deliver to the JSCL all documents provided by or originating from the JSCL and all documents produced by or for MSI in the course of performing the Services, unless otherwise directed in writing by the JSCL at no additional cost. MSI shall not, without the prior written consent of the JSCL store, copy, distribute or retain any such documents.

37. Information Security

- 37.1.** MSI shall not carry any written/printed document, layout diagrams, CD, hard disk, storage tapes, other storage devices or any other goods /material proprietary to JSCL into / out of any location of Service without written permission from the JSCL.
- 37.2.** MSI shall not destroy any unwanted documents; defective tapes/media present at any location on their own. All such documents, tapes/media shall be handed over to the JSCL.
- 37.3.** All documentation and media at any location shall be properly identified, labeled and numbered by MSI. MSI shall keep track of all such items and provide a summary report of these items to the JSCL whenever asked for.
- 37.4.** Access to JSCL's data and systems, Internet facility by MSI at any location shall be in accordance with the written permission of the JSCL. The JSCL shall allow MSI to use facility in a limited manner subject to availability. It is the responsibility of MSI to prepare and equip himself in order to meet the requirements.
- 37.5.** MSI must acknowledge that JSCL's business data and other JSCL proprietary information or materials, whether developed by JSCL or being used by JSCL pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to JSCL; and MSI 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 MSI to protect its own proprietary information. MSI recognizes that the goodwill of JSCL depends, among other things, upon MSI keeping such proprietary information confidential and that unauthorized disclosure of the same by MSI or its team could damage the goodwill of JSCL, and that by reason of MSI's duties hereunder. MSI may

come into possession of such proprietary information, even though MSI 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 agreement. MSI shall use such information only for the purpose of performing the said services.

- 37.6. MSI shall, upon termination of this Contract for any reason, or upon demand by JSCL, whichever is earliest, return any and all information provided to MSI by JSCL, including any copies or reproductions, both hardcopy and electronic.
- 37.7. By virtue of this Contract, MSI team may have access to personal information of the JSCL and/or a third party. The JSCL has the sole ownership of and the right to use, all such data in perpetuity including any data or other information pertaining to the citizens that may be in the possession of MSI team in the course of performing the Services under the Contract

38. Records of contract documents

- 38.1. MSI shall at all-time make and keep sufficient copies of the process manuals, operating procedures, specifications, Contract documents and any other documentation required for him to fulfil his duties under the Contract.
- 38.2. MSI shall keep on the Site at least three 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 JSCL's Representative and by any other person authorized by the JSCL's Representative.

39. Security and Safety

- 39.1. MSI shall comply with the directions issued from time to time by the JSCL and the standards related to the security and safety, in so far as it applies to the provision of the Services.
- 39.2. MSI shall upon reasonable request by the JSCL, or its nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.

40. Confidentiality

- 40.1. MSI shall not, either during the term or after expiration of this Contract, disclose any proprietary or confidential information relating to the Services/Contract and/or JSCL's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents without the prior written consent of the JSCL.
- 40.2. The JSCL reserves the right to adopt legal proceedings, civil or criminal, against MSI in relation to a dispute arising out of breach of obligation by MSI under this clause.
- 40.3. MSI shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality agreement with the JSCL to the satisfaction of the JSCL.
- 40.4. MSI shall notify the JSCL promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by the Contract or with the JSCL of the JSCL.
- 40.5. MSI shall be liable to fully recompense the JSCL for any loss of revenue arising from breach of confidentiality.

41. **Events of Default by MSI**

The failure on the part of MSI to perform any of its obligations or comply with any of the terms of this Contract shall constitute an event of default (the "Event of Default") on the part of MSI. The Events of Default are but not limited to:

- 41.1. MSI's Team has failed to perform any instructions or directives issued by the JSCL which it deems proper and necessary to execute the scope of work or provide services under the Contract;
- 41.2. MSI's Team has failed to confirm / adhere to any of the key performance indicators as laid down in the Key Performance Measures / Service Levels, or if MSI has fallen short of matching such standards / benchmarks / targets as the JSCL have designated with respect to the system or any goods, task or service, necessary for the execution of the scope of work and performance of services under this Contract. The above mentioned failure on the part of MSI may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the JSCL;
- 41.3. MSI has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the JSCL, despite being served with

- a default notice which laid down the specific deviance on the part of MSI/ MSI's Team to comply with any stipulations or standards as laid down by the JSCL; or
- 41.4.** MSI/ MSI's Team has failed to adhere to any amended direction, instruction, modification or clarification as issued by the JSCL during the term of this Contract and which the JSCL deems proper and necessary for the execution of the scope of work under this Contract.
- 41.5.** MSI/ MSI's Team 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.
- 41.6.** There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to MSI.
- 41.7.** MSI's Team has failed to comply with or is in breach or contravention of any applicable laws.
- 41.8.** Where there has been an occurrence of such defaults inter alia as stated above, the JSCL shall issue a notice of default to MSI, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of thirty (30) days to enable such defaulting party to remedy the default committed.
- 41.9.** Where despite the issuance of a default notice to MSI by the JSCL, MSI fails to remedy the default to the satisfaction of the JSCL, the JSCL may, where it deems fit, issue to the defaulting party another default notice or proceed to contract termination.

42. Termination

The JSCL may, terminate this Contract in whole or in part by giving MSI a prior and written notice of 30 days in advance indicating its intention to terminate the Contract under the following circumstances:

- 42.1.** Where the JSCL is of the opinion that there has been such Event of Default on the part of MSI / MSI's Team which would make it proper and necessary to terminate this Contract and may include failure on the part of MSI to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under this Contract.
- 42.2.** Where it comes to the JSCL's attention that MSI (or MSI's Team) is in a position of actual conflict of interest with the interests of the JSCL, in relation to any of terms of MSI's Bid, the RFP or this Contract.

- 42.3.** Where MSI'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 MSI, any failure by MSI to pay any of its dues to its creditors, the institution of any winding up proceedings against MSI or the happening of any such events that are averse to the commercial viability of MSI. In the event of the happening of any events of the above nature, the JSCL shall reserve the right to take any steps as are necessary, to ensure the effective transition of the sites pilot site to a successor agency, and to ensure business continuity
- 42.4.** Termination for Insolvency: The JSCL may at any time terminate the Contract by giving written notice to MSI, without compensation to MSI, if MSI 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 JSCL.
- 42.5.** MSI may, subject to approval by the JSCL, terminate this Contract before the expiry of the term by giving the JSCL a prior and written notice at least 3 months in advance indicating its intention to terminate the Contract.
- a.** MSI is expected to mobilize project team for commencement of work. Commencement of work means reporting and availability of MSI resources (90% Key personnel as per the RFP requirement at the Authority office for the project within 30 days from the Award of the Contract and remaining 10% in next 15 days)

43. Consequence of Termination

- 43.1.** In the event of termination of the Contract due to any cause whatsoever, whether consequent to the stipulated Term of the Contract or otherwise the JSCL shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which MSI shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the JSCL and/ or the successor agency/ service provider, as may be required, to take over the obligations of MSI in relation to the execution/continued execution of the requirements of the Contract.
- 43.2.** Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of MSI or due to the fact that the survival of MSI as an

independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the JSCL, through unilateral re-determination of the consideration payable to MSI, shall pay MSI for that part of the Services which have been authorized by the JSCL and satisfactorily performed by MSI up to the date of termination. Without prejudice to any other rights, the JSCL may retain such amounts from the payment due and payable by the JSCL to MSI as may be required to offset any losses caused to the JSCL as a result of any act/omissions of MSI. In case of any loss or damage due to default on the part of MSI in performing any of its obligations with regard to executing the Schedule of Requirements under the contract, MSI shall compensate the JSCL for any such loss, damages or other costs, incurred by the JSCL. Additionally, members of its team shall perform all its obligations and responsibilities under the Contract in an identical manner as were being performed before the collapse of MSI 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 JSCL and as may be proper and necessary to execute the Schedule of Requirements under the Contract in terms of MSI's Bid, the Bid Document and the Contract

- 43.3. Nothing herein shall restrict the right of the JSCL to invoke the Bank Guarantee and other Guarantees furnished solely for the material breach committed / deviation in contract by the SI hereunder and pursue such other rights and/or remedies that may be available to the JSCL under law.
- 43.4. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

44. Change Control Note (CCN)

- 44.1. This applies to and describes the procedure to be followed in the event of any proposed change to Contract, site Implementation, and Service levels. Such change shall include, but shall not be limited to, changes in the Scope of Services provided by MSI and changes to the terms of payment.
- 44.2. Change requests in respect of the Contract, the site implementation, or the Service levels shall emanate from the Parties' representative who shall be responsible for obtaining approval for the change and who shall act as its sponsor throughout the Change Control Process and shall complete Part A of the CCN

(Annex I, Section 3 of the RFP). CCNs shall be presented to the other Party's representative who shall acknowledge receipt by signature of the authorized representative of the JSCL.

- 44.3.** MSI and the JSCL while preparing the CCN shall consider the change in the context of whether the change is beyond the scope of Services including ancillary and concomitant services required. The CCN shall be applicable for the items which are beyond the stated/implied scope of work as per the RFP document.

45. Quotation

- 45.1.** MSI shall assess the CCN and complete Part B of the CCN. In completing Part B of the CCN MSI/Lead Member of MSI shall provide as a minimum:

- a)** a description of the change;
- b)** a list of deliverables required for implementing the change; or a timetable for implementation;
- c)** an estimate of any proposed change; or any relevant acceptance criteria;
- d)** an assessment of the value of the proposed change;
- e)** Material evidence to prove that the proposed change is not already covered within the scope of the RFP, Contract and Service Levels.

- 45.2.** Prior to submission of the completed CCN to the JSCL or its nominated agencies, MSI shall undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, MSI shall consider the materiality of the proposed change in the context of the Contract, the sites, Service levels affected by the change and the total effect that may arise from implementation of the change.

- 45.3.** Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided MSI meets the obligations as set in the CCN. In the event MSI is unable to meet the obligations as defined in the CCN then the cost of getting it done by third party shall be borne by MSI. Change requests and CCNs shall be reported monthly to each Party's representative who shall prioritize and review progress.

Section: C

Service Levels

C. Service Levels

46. Purpose

46.1. The purpose is to define the levels of service provided by MSI to the JSCL for the duration of the contract. The benefits of this are:

- a.** Implement a process to define Service level parameters or permissible threshold within which MSI would be required to perform the Services, and failure of performing the Services by MSI within the said acceptable parameters would be considered as a deficiency in Services;
- b.** help the Authority control the levels and performance of MSI's Services; and
- c.** alert MSI to improve its Services and/or remove deficiencies in Services in case the Service Levels agreed between the Authority and MSI are breached by MSI

46.2. The Service Levels are between the JSCL and MSI

47. Service Level Agreements & Targets

- 47.1. This section is agreed to by JSCL and MSI as the key performance indicator for the project. This may be reviewed and revised according to the procedures detailed in Clause 45 SLA Change Control.
- 47.2. The following section reflects the measurements to be used to track and report system's performance on a regular basis. The targets shown in the following tables are for the period of contact.
- 47.3. The procedures in Clause 45 shall be used if there is a dispute between JSCL and MSI on what the permanent targets should be.

48. General principles of Service Level Agreements

The Service Level agreements have been logically segregated in the following categories:

48.1. Liquidated Damages(Phase-2)-O&M Stage

The liquidated damages shall come into effect once the notification of Award has been issued by the JSCL. Upon completion of Phase-1, the project shall be considered for Operation & Maintenance Phase-2 period, Service Level Agreements shall govern for the penalties.

It would be mainly applicable on the implementation phase of the project.

48.2. Service Level Agreement

SLA would be applicable in the Implementation and operations and maintenance phase of the project. The penalties shall be applicable on Operations & Maintenance cost of the project which shall be calculated quarterly. SLA would be applicable on:

- a) Implementation phase related performance levels
- b) ICCC and City/ traffic surveillance related performance levels
- c) Network related performance levels
- d) Helpdesk SLA for O&M phase

49. Service Levels Monitoring

The Service Level parameters defined in Clause 42 shall be monitored on a periodic basis, as per the individual parameter requirements. MSI shall be responsible for providing appropriate web based online SLA measurement and monitoring tools for the same. MSI shall be expected to take immediate corrective action for any breach in SLA. In case issues are not rectified to the complete satisfaction of JSCL, within a reasonable period of time defined in this RFP, then the JSCL shall have the right to take appropriate penalizing actions, or termination of the contract.

50. Penalties for Non/Under Performance (O&M/ Phase-2)

S No.	Level	Penalty as amount applicable per fault event
1	9	9 Events of default and termination as per Clause 41 & Clause 42 respectively and the consequences as provided in Clause 43 of Vol III of the RFP
2	8	15,000
3	7	12,500
4	6	10,000
5	5	9,000
6	4	8,000
7	3	7,000
8	2	6,000
9	1	5,000
10	0	No Penalty

- Performance Penalty for not meeting a measurement parameter for any two months in consecutive quarters shall result in twice the penalty percentage of that respective measurement parameter in the third quarter for all the three months
- Maximum Penalty applicable for any quarter shall not exceed 10% of the 'applicable fees' for the respective quarter.
- Three consecutive quarterly deductions of 30% of the applicable fee on account of any reasons shall be deemed to be an event of default and termination as per Clause 41 & Clause 42 respectively and the consequences as provided in Clause 43 of Vol III of the RFP shall follow.
- The payment to the agency shall be made on Quarterly basis however the penalty shall be calculated on monthly basis as per the SLAs stated in the RFP.

51. Measurements & Targets

51.1 Pre Implementation SLA

Time delivery of the Scope of Work

Definition	Timely delivery of deliverables would comprise entire bill of material and the application systems, and as per successful UAT of the same
Service Level Requirement	All the deliverables defined in the contract has to be submitted On-time on the date as mentioned in the contract with no delay
Measurement of Service Level Parameter	To be measured in Number of weeks of delay from the timelines mentioned in the section “Project Timelines”
Penalty for non-achievement of SLA Requirement	Any delay in the delivery of the project deliverables would attract a penalty per week of 0.5% of the CAPEX of contract value per week for first 10 weeks and 0.75% per week for every subsequent week.

51.2. Implementation phase related performance levels

S No.	Measurement	Definition	Target	Severity level	Penalty Amount per instance of non-compliance/ fault
1	Team mobilization and commencement of work	MSI is expected to mobilize complete project team (as per section 7.5.3 of Vol. II)	As per RFP section 7.5.3 of Vol. II	—	1) Delay beyond 7 calendar days = 0.1% of the contract value 2) Delay beyond 15-30 calendar days = 0.2% of the contract value 3) Delay beyond 30 days = 0.3% of the contract value per week or may lead to Termination of the Contract at the discretion of JSCL

51.3 JICCC and City/ traffic surveillance related performance levels/ Camera feed and quality

The SLA metrics provided specifies performance parameters as baseline performance, lower performance and breach. All SLA calculations will be done on quarterly basis. The SLA also specifies the liquidated damages for lower performance and breach conditions.

Payment to the SI is linked to the compliance with the SLA metrics. The matrix specifies three levels of performance, namely,

- a. The SI will get 100% of the Contracted value if all the baseline performance metrics are compiled and the cumulative credit points are 100
- b. The SI will get lesser payment in case of the lower performance.

If SLA point score is 80 then the SI will get 15% less on the quarterly payment

If SLA point score is 70 then the SI will get 20% less on the quarterly payment

If SLA point score is 50 then the SI will get 25% less on the quarterly payment

– The formula calculating the deductions is “(100 – SLA Point Score) %”

- c. If the performance of the Agency in respect of any parameter falls below the prescribed lower performance limit, 50% penalty will be imposed on the quarterly SLA for the breach.

S. No	Performance Area	Baseline		Lower Performance		Breach	
		Metric	Points	Metric	Points	Metric	Points
1. Camera, Video Feed Uptime and Quality							
1	Uptime per camera (live feed available irrespective of bandwidth or last mile issues, which are in control of SI)	97%	15	>= 92% to <97%	10	< 92%	-10
2	Viewing center at CP office shall display live camera feed available from selected cameras for viewing) at any given time	97%	10	>= 92% to <97%	4	< 92%	-10
3	At Jalandhar Viewing Centre: Live camera feed available from various other viewing centers at any given time	96%	4	>= 92% to <96%	4	< 92%	-3
4	Quality of Video feeds (Bad feeds due to Video Jitter, dim, blurred, unfocused, obstructed, non-aligned feeds	98%	10	>= 94% to <98%	3	< 94%	-8
5	Video stream Latency refers to the average time required for transmission of video feed from one point to another	=> 40ms	5	> 40-50 ms	3	>50 ms	-5
2. Application Performance							
1	Overall application(s) availability at CP Office Command & Control Center	99%	4	>= 96% to <99%	2	< 96%	-3

2	Maximum time for User Login at Command Center	< 2 sec	1	2.01 – 4.0 secs	0.5	> 4 sec	-1
3	Maximum time for Surveillance Application(s) opening, this includes any application deployed for the project at Command Center	< 5 sec	1	5.01 – 10.0 secs	0.5	> 10 sec	-1.5
4	Menu Navigation, Window/Screen Opening, Screen Navigation (Average) at Command Center	<2 sec	1	2.01 – 5.0 secs	0.5	>5 secs	-1
5	Retrieval of video feeds at Command Center	<4 sec	2	4.01 – 6.0 secs	0.5	>6 secs	-1
6	Reports Generation Response Time (Alerts/MIS/Logs etc.)	Simple query - < 5secs Medium complexity query - <30 secs High Complexity query - < 1min	1	Simple complexity Query = 5.01 – 10 secs Medium complexity query = 10.01 – 15 secs High Complexity query = < 15.1 sec – 1 min	0.5	Simple complexity Query = > 10 secs Medium complexity query = > 15 secs High Complexity query = > 1 min	-1
7	PTZ Lag time (movement at keyboard/joystick and actual moving indication through video feed viewed)	< 3 sec	1	3.01 – 5.0 secs	0.5	>5 secs	-1
8	Maximum time for successful camera settings modification (in online mode)	< 5 sec	0.5	5.01 – 10.0 secs	0.25	>10 secs	-0.5
3. Video Analytics Performance							

1	ANPR for Standard Roman Number plates (3 wheelers & above)	80%	1.5	79.99% to 70%	0.5	< 70 %	-1
2	ANPR for Non-Standard Roman Number plates (3 wheelers & above)	60%	0.5	49.99% to 60%	0.25	< 60 %	-0.3
3	ANPR for Standard Roman Number plates (2 wheelers)	70%	0.3	69.99% to 60%	0.15	< 60 %	-0.3
4	ANPR for Non-Standard Roman Number plates (2 wheelers)	50%	0.2	49.99% to 40%	0.1	< 40 %	-0.2
4. End-User Equipment Uptime							
1	Monitoring workstations at Command Center & Viewing Center	99%	2	>= 97 % to <99%	1	< 97 %	-2
2	Video wall	99%	2	>= 97 % to <99%	1	< 97 %	-2
3	IP Phones	97%	1	>= 92 % to <97%	0.5	< 92 %	-1
4	LED Display screens	97%	1	>= 90 % to <95%	0.25	< 90 %	-1
5. Underlying IT Infrastructure Uptime/Availability at Data Center							
1	Production Servers Uptime	99.982%	4	>= 99.5 % to <99.982%	2	< 99.5 %	-10
2	Storage System Uptime	99.982%	3	>= 99.5 % to <99.982%	1.5	< 99.5 %	-8
3	Physical Security	Fully compliant	1	Lacunae shown in compliance procedures	0.5	For every Noncompliance instance	-2
4	CCTV surveillance of data center area	99%	1	97%-99%	0.5	< 97%	-1
6. Security /Patch Services for IT Infrastructure							
1	Firewall and any other security appliance Uptime	99.982%	1	97 % to 99.99%	0.5	< 97%	-3.2
2	Security rules update within 2 hours of approved change management request	0 violations of service parameters	0.5	1-4 violations	0.25	> 4 violations	-0.5

3	Anti-virus, Anti-spyware, Anti-spam updates within 24 hours of request	0 violations of service parameters	0.5	1-4 violations	0.25	> 4 violations	-0.5
4	Critical Patches – within 48 hours of patch release.	0 violations of service parameters	0.5	1-4 violations	0.25	> 4 violations	-0.5
5	Non Critical Patches – within 15 days of patch release	Up to 1 violations of service parameters	0.5	2-5 violations	0.25	> 5 violations	-0.5
7. Technical Helpdesk, Issue Resolution							
1	Average Speed of Answer	<= 10 secs	1	10 to 14 secs	0.25	> 14 sec	-1
2	Average Call Lost Rate	0 – 0.5	1	0.5 – 2 %	0.5	> 2 %	-1
3	Resolution of Critical Issue (that impacts more than one production services & higher mgmt. call)	60 minutes	2	60.01 to 120 min	1	>120 min	-2
4	Resolution of Medium Level Issue (that does not impact production services)	120 minutes	1.5	120.01 to 240 min	0.75	>240 min	-1
5	Resolution of low level Issue (upgrade, shifting and preventive maintenance (of nonproduction items))	2 days%	1	>2 to 3 days	0.5	> 3 days	-1
8. Smart City Components (Uptime)							
1	Emergency Call Box System	97%	0.5	>= 92% to <97%	0.25	< 92%	-0.5
2	Public Address System	97%	0.5	>= 92% to <97%	0.25	< 92%	-0.5
3	Variable Messaging	97%	1	>= 92% to <97%	0.5	< 92%	-1
4	Connectivity to Sensors	97%	1	>= 92% to <97%	0.5	< 92%	-1
			100		50		-100

Note:

During post-implementation period, in case the pole /outdoor cabinets or any other field equipment is damaged by a vehicular accident (or due to any other reason outside the control of MSI) and needs repair/replacement, then the corresponding equipment to be replaced by MSI as per the SLAs defined in this section. **In such cases, damages are to be borne by MSI through proper comprehensive insurance for all the equipment (in the field or at CCC/COC) during contract period.**

51.4. Descriptive SLA terms for activities Smart Environment, Emergency Response System and Helpdesk

S. No.	Measurement	Definition	Target	Severity Level
1	Availability of Applications including: <ol style="list-style-type: none"> 1. Tracking, Transit- Automated Vehicle Locator System 2. Fleet Management System 3. Mobile Application (android platform) for real time tracking of Bus information 4. Environmental Sensor 5. Staff Attendance Management System 6. Adaptive Traffic Management System 7. Public Grievances 	<p>Uptime = $\{1 - (\text{Application downtime-maintenance downtime}) / (\text{Total Time} - \text{maintenance downtime})\}$</p> <p>Application Downtime shall be measured from the time the solution becomes unavailable (due to any reasons whatsoever attributable to the MSI) for Business processing to the end user. Each parameter will be measured separately for penalty. Any downtime for maintenance shall be with prior written intimation to the JSCL.</p> <p>Please note that continuous downtime of every 2 hours (from 7am to 12midnight) would raise the severity by one level. e.g. the severity level will raise from 0 to 1</p> <p>Please note that continuous downtime of every 4 hours (from midnight to 7am) would raise the severity by one</p>	Minimum 98% up time measured on a monthly basis	0
			>= 96.0% to <98.0 % up time measured on a monthly basis	3
			>= 95.0% to <96.0% time measured on a monthly basis	4
			>= 93.0% to <95.0 % up time measured on a monthly basis	5
			>= 90.0% to	0.6% of the

S. No.	Measurement	Definition	Target	Severity Level
		level. e.g. the severity level will raise from 0 to 1 Measurement Tool: Reports from EMS	<93.0% up time measured on a monthly basis	O&M phase cost
			<90.0% up time measured on a monthly basis.	0.8% of the O&M phase cost
2	Availability of, infrastructure including: 1. Workstations 2. Video wall	Uptime = {1 - (Equipment downtime-maintenance downtime) / (Total Time – maintenance downtime)} 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. Any downtime for maintenance shall be with prior written intimation to the JSCL. Please note that continuous downtime of every 2 hours (from 7am to 12midnight) would raise the severity by one level. e.g. the severity level will raise from 0 to 1 Please note that continuous downtime of every 4 hours (from midnight to 7am) would raise the severity by one level. e.g. the severity level will raise from 0 to 1 Measurement Tool: Reports from EMS	Minimum 99% up time measured on a monthly basis	0
			>= 96.0% to <97.0 % up time measured on a monthly basis	5
			>= 95.0% to <96.0% up time measured on a monthly basis	6
			<95.0% up time measured on a monthly basis.	7

S. No.	Measurement	Definition	Target	Severity Level
3	Availability of field infrastructure including: <ol style="list-style-type: none"> 1. GPS Unit 2. Public Address System – Loudspeakers 3. GPS based handheld Device 4. Environmental Sensors 5. Variable Message Signboard 6. PA System 7. Other equipment 	<p>Uptime = $\{1 - (\text{Equipment downtime-maintenance downtime}) / (\text{Total Time} - \text{maintenance downtime})\}$</p> <p>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.</p> <p>Any downtime for maintenance shall be with prior written intimation to the JSCL.</p> <p>Please note that continuous downtime of every 2 hours (from 7am to 12midnight) would raise the severity by one level. e.g. the severity level will raise from 0 to 1</p> <p>Please note that continuous downtime of every 4 hours (from midnight to 7am) would raise the severity by one level. e.g. the severity level will raise from 0 to 1</p> <p>Measurement Tool: Reports from EMS</p>	Minimum 99% up time measured on a monthly basis	0
			>= 96.0% to <97.0 % up time measured on a monthly basis	6
			>= 95.0% to <96.0% up time measured on a monthly basis	7
			<95.0% up time measured on a monthly basis.	8
4	Repair/replacement of infrastructure equipment including: <ol style="list-style-type: none"> 1. GPS Unit 2. Public Address System – Loudspeakers 3. GPS based handheld device 4. Environmental Sensors 	<p>MSI should keep minimum 10% spare at any given point of project execution. Infrastructure equipment should be replaced or repaired after complaint logging from JSCL Officials</p> <p>Measurement Tool: System generated call log at Helpdesk</p>	Within 4 business hours of logging Complaint	0
			>4 business hours to <=2 business days of logging Complaint	3

S. No.	Measurement	Definition	Target	Severity Level
	5. Variable Message Signboard 6. PA system 7. Other equipment		More than 2 business days of logging complaint	5
			<95% of the minimum required inventory level	6 (Severity level would increase by 1 for every 5% drop in inventory level)
			<100% Management approval of Physical Asset Verification report	5

50.5. Network related performance levels

S. No.	Measurement	Definition	Target	Severity Level
1	Network Availability at Access, Zone and Core level	In coordination with the Network Service Provider: MSI is expected to prepare schedule to coordinate with	Month wise result oriented coordination	5

S. No.	Measurement	Definition	Target	Severity Level
		the Network Operators in a time bound manner to ensure the SLAs of the Network Operators are met effectively. The implementation of the network backbone for the city by the Network Operators should not impact the implementation of the Scope of Work of this RFP with any delay by the Operator.	and implementation report of the Network connectivity in PAN city area.	
2	<p>Network Availability between</p> <p>a. Cameras installed at each pole and network switch</p> <p>b. Network switch and optical fiber</p> <p>c. Optical fiber to Switch at ICCC and DC and DR</p> <p>Tripartite agreement between the MSI, Network Agency and JSCL may be considered at the time of signing of contract</p>	<p>In coordination with the Network Service Provider:</p> <p>Network components (availability for a month is defined as total time (in minutes) in a month less total down time (in minutes) in a month excluding planned network downtime. The network is considered available when all the services in full capacity are available.</p> <p>Network Availability (%) = (Total minutes during the month – Planned downtime - Downtime minutes during the month) *100 / Total minutes during the month Total Time shall be measured on 24*7 basis.</p> <p>Planned Network Component Downtime refers to unavailability of network services due to infrastructure maintenance activities such as configuration changes, up gradation or changes to any supporting infrastructure. Details related to such planned outage shall be agreed with the JSCL.</p>	>99.982%	0
			≤99.982% to >98.0% up time measured on a monthly basis*	1
			≤98.0% to >97.0% up time measured on a monthly basis*	2
			≤97.0% to >95.0% up time measured on a monthly basis*	3
			≤95.0% to >93.0% up time measured on a monthly basis	0.2% of the O&M phase cost
≤93.0% to >90.0%	0.3% of			

S. No.	Measurement	Definition	Target	Severity Level
		Measurement Tool: Reports from EMS	up time measured on a monthly basis	the O&M phase cost
			<90.0% up time measured on a monthly basis	0.6% of the O&M phase cost
			<p>*Total penalty will be calculated based upon the no. of events of downtime multiplied by the applicable penalty for the corresponding severity level.</p>	
3	Network Quality of Service	<p>In coordination with the Network Service Provider: Quality of Service (QoS) refers to the capability of a network to provide traffic engineering to selected network traffic from</p> <ul style="list-style-type: none"> a. Cameras installed at each pole and network switch b. Network switch and optical fiber 	99.982% throughput of minimum stipulated bandwidth during 24*7 hours	0
			≥97% and <99.982% throughput of	2

S. No.	Measurement	Definition	Target	Severity Level
		<p>c. Optical fiber to Switch at CCC and DC and DR.</p> <p>The primary goal of QoS is to provide priority including dedicated bandwidth, controlled jitter, latency and improved loss characteristics.</p> <p>Measurement Tool: Reports from EMS</p>	minimum stipulated bandwidth during 24*7 hours	
			<97% throughput of minimum stipulated bandwidth during 24*7 hours	3
			Average Packet loss exceeding 0.5% over a month (at Data Centre and WAN level)	5
			Latency Delay > 150 MS (every instance) (at Data Centre and WAN level)	5
4	<p>Network Availability between</p> <p>a. Field device/unit and network switch</p> <p>b. Network switch and optical Fiber</p> <p>c. Optical fiber to Switch at CCC and DC & DR</p>	<p>Network components (availability for a month is defined as total time (in minutes) in a month less total down time (in minutes) in a month excluding planned network downtime. The network is considered available when all the services in full capacity are available.</p> <p>Network Availability (%) = (Total minutes during the</p>	>=99.982%	0
			<= 99.982% to >97.0% up time measured on a monthly basis	4
			<= 97.0% to	5

S. No.	Measurement	Definition	Target	Severity Level
		month – Planned downtime - Downtime minutes during the month) *100 / Total minutes during the month Total Time shall be measured on 24*7 basis.	>95.0% up time measured on a monthly basis	
		Planned Network Component Downtime refers to unavailability of network services due to infrastructure maintenance activities such as configuration changes, up gradation or changes to any supporting infrastructure. Details related to such planned outage shall be agreed with the JSCL.	<= 95.0% to >93.0% up time measured on a monthly basis	6
		Measurement Tool: Reports from EMS	<93.0% up time measured on a monthly basis	7
5	Network Availability for all GPRS/GSM/3G enabled equipment and other connectivity for equipment including: a. GPS Unit b. Biometric device c. Environmental Sensors d. Variable Message Signboard e. Other equipment	Network components (availability for a month is defined as total time (in minutes) in a month less total down time (in minutes) in a month excluding planned network downtime. The network is considered available when all the services in full capacity are available. Network Availability (%) = (Total minutes during the month – Planned downtime - Downtime minutes during the month) *100 / Total minutes during the month Total Time shall be measured on 24*7 basis. Planned Network Component Downtime refers to unavailability of network services due to infrastructure maintenance activities such as configuration changes, up	>=98.5%	0
			<= 95.0% to >93.0% up time measured on a monthly basis	4
			<=93.0% to >90.0% up time measured on a monthly basis	5
			<90.0% up time measured on a monthly basis	7
			>=97% and <99%	5

S. No.	Measurement	Definition	Target	Severity Level
		gradation or changes to any supporting infrastructure. Details related to such planned outage shall be agreed with the JSCL. Measurement Tool: Reports from EMS	throughput of Minimum Stipulated bandwidth during 24*7 hours	
			<97% throughput of minimum Stipulated bandwidth during 24*7 hours	6
			Average Packet loss exceeding 0.5% over a month (at Data Centre and WAN level)	4
			Latency Delay > 150 ms (every instance) (at Data Centre and WAN level)	4

50.6. Helpdesk SLA for O&M phase

Service	Parameter	SLA	Validation	Penalty	Tools used
Helpdesk Availability	Help desk should be available and All incidents/ events raised with the IT helpdesk should be logged into the system and service ticket number should be provided to the employee	100% calls to be logged and service ticket no. shall be generated	Reports generated from Ticket logging system	95%-99% calls are logged and ticket is generated: penalty of 2% of monthly O&M Charges	Automated Monitoring Tool
				90%-95% calls are logged and ticket is generated: penalty of 5% of monthly O&M Charges	
				< 90% call resolved in specified time: penalty of 10% of monthly O&M Charges	
Helpdesk	Resolution of ticket logged as per the Severity definition chart	99%	Reports generated from Ticket logging system	95%-99% calls resolved in specified time: penalty of 2% of monthly O&M Charges	Automated Monitoring Tool
				90% - 95% calls resolved in specified time: penalty of 5% of monthly O&M Charges	
				< 90% call resolved in specified time: penalty of 10% of monthly O&M Charges	

Service	Parameter	SLA	Validation	Penalty	Tools used
Desktop Technical support services	Resolution of ticket logged as per the Severity definition chart	95%	Reports generated from Ticket logging system		Automated Monitoring Tool
					OV Performance Insight (OVPI)
Problem Management	Supplier shall analyze all the incidents and provide a root cause report every month if there are more than 10 incidents of the same type. Supplier shall take the needed corrective action to prevent further issues due to the same cause.	100% timely submission covering all incidents logged in that month	Root cause report	5% penalty on the monthly O&M Charges of that Project Area, if the Supplier does not submit a problem report for that month.	
			Incident report problems users	5% penalty on the monthly O&M Charges of that Project Area, if the Supplier does not perform the corrective action for more than one calendar month.	
			Document detailing corrective action		

52. Reporting Procedures during the Operation & Maintenance Phase

MSI representative shall prepare and distribute Service level performance reports in a mutually agreed format by the 5th working day of subsequent month. The reports shall include “actual versus target” Service Level Performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports shall be distributed to Authority management personnel as directed by Authority. Also, MSI may be required to get the Service Level performance report audited by a third-party Auditor appointed by the Authority

53. Issue Management Procedures

53.1. General

This process provides an appropriate management structure for the orderly consideration and resolution of business and operational issues in the event that quick consensus is not reached between JSCL and MSI.

Implementing such a process at the beginning of the outsourcing engagement significantly improves 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 lower management levels.

53.2. Issue Management Process

- a.** Either JSCL or MSI 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.** Any unresolved issues/disputes concerning the Project/Contract between the Parties shall first be referred in writing to the Project Manager for his consideration and resolution. If the Project Manager is unable to resolve any issue/dispute within 5 days of reference to them, the Project Manager shall refer the matter to the Program Management Committee. If the Program Management Committee is unable to resolve the issues/disputes referred to them within 15 days, the unresolved issue/dispute shall be referred to Steering Committee / high powered committee/Project Implementation Committee for

resolution. The Steering Committee within 30 days of reference to them shall try to resolve the issue/dispute.

- c. If the Steering Committee fails to resolve a dispute as per the above clause, the same shall be referred to arbitration. The arbitration proceedings shall be carried out as per the Arbitration procedures mentioned in Clause 18 of this section of RFP.

54. Service Level Change Control

54.1 General

It is acknowledged that this **Service levels may change as JSCL's business needs evolve over the course of the contract period**. As such, this document also defines the following management procedures:

- a. A process for negotiating changes to the Service Levels
- b. An issue management process for documenting and resolving particularly difficult issues.
- c. JSCL and MSI 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 Agreement shall be requested, documented and negotiated in good faith by both parties. Either party can request a change.

54.2 Service Level Change Process:

The parties may amend Service Level by mutual agreement in accordance. Changes can be proposed by either party. Unresolved issues shall also be addressed. MSI's representative shall maintain and distribute current copies of the Service Level document as directed by JSCL. Additional copies of the current Service Levels shall be available at all times to authorized parties.

54.3 Version Control / Release Management:

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

Section: D

Annexures

ANNEXURES

Annex I: Change Control Note

Change Control Note	CCN Number:
Part A: Initiation	
Title:	
Originator:	
Sponsor:	
Date of Initiation:	
Details of Proposed Change	
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)	
Authorized by JSCL	Date:
Name:	
Signature:	
Received by the MSI	Date:
Name:	
Signature:	

Change Control Note	CCN Number:
Part B: Evaluation	
(Identify any attachments as B1, B2, and B3 etc.)	
Changes to Services, payment terms, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.	
Brief Description of Solution:	
Impact:	
Deliverables:	
Timetable:	

Charges for Implementation: (including a schedule of payments)	
Other Relevant Information: (including value-added and acceptance criteria)	
Authorized by the MSI	Date:
Name:	
Signature:	

Change Control Note	CCN Number :
Part C: JSCL to Proceed	
Implementation of this CCN as submitted in Part A, in accordance with Part B is: (tick as appropriate)	
Approved	
Rejected	
Requires Further Information (as follows, or as Attachment 1 etc.)	
For JSCL and its nominated Agencies	For MSI
Signature	Signature
Name	Name
Title	Title
Date	Date

Annex II: Form of Agreement

THIS Agreement is made the date of.....2018 at

BETWEEN

M/s {a company/ partnership firm/ LLP} registered under the {name of the relevant statute} having its registered/ head office at Acting through (hereinafter referred to as the “MSI” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and permitted assigns) of the ONE PART.

And

Jalandhar Smart City Limited a Government Company incorporated under the Companies Act, 2013 having its registered office at acting through its Chief Executive Officer (hereinafter referred to as the “JSCL” which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the OTHER PART.

WHEREAS JSCL had invited Bids through their Request for Proposal No. dated for “Selection of Master System Integrator for Jalandhar Integrated Smart Solutions”

AND WHEREAS M/s [*name of the Successful Bidder*] represented that it has the required professional skills, personnel and technical resources to provide the services as a Master System Integrator for Jalandhar Integrated Smart Solutions (the “Project”) and had accordingly submitted its offer dated(hereinafter referred to as the “**Bid**”) for the provision of such services as specified therein in accordance with the provisions of the RFP, and in terms of the discussions, negotiations and clarifications in relation to the implementation of the scope of work and this Contract.

AND WHEREAS upon evaluation of the Bids received from various Bidders, M/s [*name of the Successful Bidder*] was declared as the Successful Bidder and issued Letter of Acceptance No..... dated by the JSCL which was duly acknowledged by M/s [*name of the Successful Bidder*] on (hereinafter the “Master System Integrator” or “MSI”).

AND WHEREAS towards compliance with the requirement set forth in the Letter of Acceptance, the MSI has furnished Performance Security by way of unconditional and irrevocable bank guarantee bearing No. dated for an amount of Rs..... issued by Bank in favor of

In consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

- a. The JSCL has accepted the tender of MSI for the provision and execution of the said works for the sum of upon the terms laid out in this RFP.
- b. MSI hereby agrees to provide Services to JSCL, conforming to the specified Service Levels and conditions mentioned
- c. The following documents attached hereto shall be deemed to form an integral part of this Agreement:
 - i. Letter of Acceptance;
 - ii. Notice to proceed with the works;
 - iii. Conditions of contract (including Special Conditions of Contract);
 - iv. Contractor’s Tender;
 - v. Specifications;
 - vi. Drawings;
 - vii. Bill of Quantities
 - viii. **Complete Request for Proposal (RFP) Volumes I, II and III of the RFP and corrigendum and addendum,**
 - ix. Any other document listed in the Contract Data as forming part of the contract.
- d. The mutual rights and obligations of the “JSCL” and MSI shall be as set forth in the Contract, in particular:

- a. MSI shall carry out and complete the Services in accordance with the provisions of the Contract; and
- b. the “JSCL” shall make payments to MSI in accordance with the provisions of the Contract.

NOW THESE PRESENTS WITNESS and the parties hereto hereby agree and declare as follows, that is to say, in consideration of the payments to be made to MSI by the JSCL as hereinafter mentioned, MSI shall deliver the services for the said works and shall do and perform all other works and things in the Contract mentioned or described or which are implied there from or there in respectively or may be reasonably necessary for the completion of the said works within and at the times and in the manner and subject to the terms, conditions and stipulations mentioned in the said Contract.

AND in consideration of services and milestones, the JSCL shall pay to MSI the said sum ofor such other sums as may become payable to MSI under the provisions of this Contract, such payments to be made at such time and in such manner as is provided by the Contract.

IN WITNESS WHEREOF the parties hereto have signed this deed hereunder on the dates respectively mentioned against the signature of each.

Signed
Name : _____
Designation : _____
Date :
Place :

Signed
Name : _____
Designation : _____
Date :
Place :

in the presence of :

in the presence of :

Signed
Name : _____
Designation : _____
Date :
Place :

Signed
Name : _____
Designation : _____
Date :
Place :