
RFP No. BSCDCL/14

January 2017



SMART
CITY
BHOPAL

BHOPAL SMART CITY
DEVELOPMENT CORPORATION LIMITED



REQUEST FOR PROPOSAL

Selection of Master System Integrator for Integrated Command and Control Centre (ICCC) for Smart City Bhopal

Volume III- Special Conditions of the Contract
Bhopal Smart City Development Corporation Limited (BSCDCL)

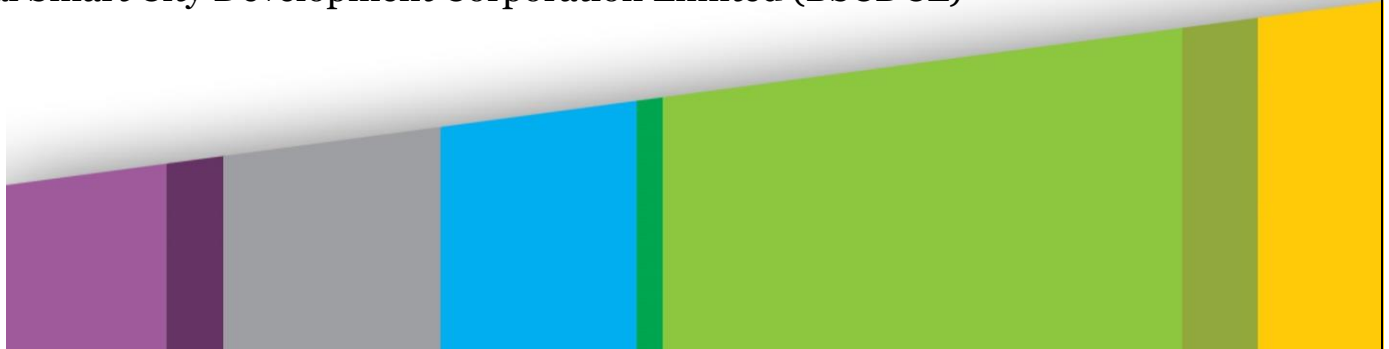


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A. General Conditions of Contract (GCC)

1. Definition of Terms

- 1.1. **“Acceptance of System”**: The system including the hardware, software, solution or any deliverable shall be considered to have been accepted by the BSCDCL, subsequent to its installation, rollout and deployment of trained manpower, when all the activities as defined in Scope of Work as laid down in the RFP have been successfully executed and completed by the SI to the satisfaction of BSCDCL and the BSCDCL has indicated its acceptance by signing the Acceptance Certificate.
- 1.2. **“Acceptance Certificate”** - means that document issued by the BSCDCL signifying Acceptance of a hardware, software, solution, or any other deliverable pursuant to the successful completion of the acceptance test of the System.
- 1.3. **“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 Agreement and during the subsistence thereof, applicable to the Project.
- 1.4. **“Bidder”** shall mean organization/ consortium submitting the proposal in response to this RFP.
- 1.5. **“BSCDCL”** means the Bhopal Smart City Development Corporation Limited (BSCDCL). The project shall be executed in Bhopal and shall be owned by BSCDCL.
- 1.6. **“SI”** or **“Lead Bidder”** means the bidder including the consortium who is selected by the BSCDCL at the end of this RFP process and shall be deemed to include the SI's successors, representatives (approved by the BSCDCL), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract. The word SI when used in the pre-award period shall be synonymous with parties bidding against this RFP.
- 1.7. **‘Confidential Information’** means all information including any information (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and personnel of BSCDCL which is disclosed to or otherwise learned by SI in the course of or in connection with the Contract but does not include information which is available lawfully in the public domain
- 1.8. **“Contract”** or the **“Agreement”** means the Contract entered into by the parties and includes the RFP, the Proposal, the Letter of Award issued by the BSCDCL, the acceptance of Letter of Award from the SI together with all Annexures, Schedules, referenced documents and all amendments, corrigendum, addendums and changes thereto.
- 1.9. **“Contract Value”** means _____ the amount quoted by the SI in its commercial bid.
- 1.10. **“Commercial Off-The-Shelf (COTS)”** refers to software products that are ready-made and available for sale, lease, or license to the general public.

- 1.11. **“Document”** means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes, databases or any other electronic documents as per IT Act 2000.
- 1.12. **“Effective Date”** means the date on which this Contract is signed or LoI is issued by BSCDCL.. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date.
- 1.13. **“Goods”** means all of the equipment, sub-systems, hardware, software, products accessories, software and/or other material / items includes their user manuals, technical manuals, operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related) and all its modifications which SI is required to supply, install and maintain under the contract.
- 1.14. **“Integrated Command and Control Center”** means the integrated/centralized operation center to implement holistic and integrated solution for multiple (existing and future) IT initiative for Bhopal Smart City Development Corporation Limited (BSCDCL). The IT initiative may of any department for example whether it is safe city (CCTV surveillance) and DIAL 100 of police department, DIAL 108 of health department or network of Municipal Corporation. The end objective of establishing ICCC is to drive the actions by BSCDCL on behalf of all the departments for city operations.
- 1.15. **“Delivery of Goods”**- shall be deemed to have completed when the delivery of all the Goods under the proposed bill of material has reached the respective designated sites or locations 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 RFP / Contract and has been duly acknowledged by the BSCDCL's Representative.
- 1.16. **“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.
- 1.17. **“Go- Live”** means commissioning and acceptance of ICCC of Bhopal Smart City, installation and commencement of all smart city components, including training as per Scope of Work mentioned in RFP. Bidder should have the approval from BSCDCL for user acceptance testing.
- 1.18. **“Notice”** means: a notice; or a consent, approval or other communication required to be in writing under this Contract.
- 1.19. **“OEM”** means the **Original Equipment Manufacturer of any equipment / system / software / product** which are providing such goods to the BSCDCL under the scope of this RFP.
- 1.20. **“Project”** or **“Engagement”** means Appointment of Master System Integrator for Integrated Control and Command Centre (ICCC) for Smart City Bhopal
- 1.21. **‘BSCDCL's Representative / Project Coordinator’** means the person or the persons appointed by the BSCDCL from time to time to act on its behalf for overall coordination, supervision and project management.
- 1.22. **“Scope of Work”** means all Goods and Services, and any other deliverables as required to be provided by the SI under the RFP.
- 1.23. **“SI's Team”** means SI who along with all of its Consortium Members who have to provide Goods & Services to the BSCDCL under the scope of this Contract. This definition shall also include any and/or all of the employees of SI, Consortium Members, authorized service providers/ partners and representatives or other personnel employed or engaged either directly or indirectly by SI for the purposes of this Contract.
- 1.24. **‘Service Level(s)’** means the service level parameters and targets and other performance criteria which will apply to the Services and Deliverables as described in the RFP; ‘SLA’ or ‘Service Level Agreement’ means the service level agreement specified in the RFP;

- 1.25. **‘Service Specifications’** means and includes detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the RFP and the Contract, as well as those specifications relating to industry standards and codes applicable to the performance of work, work performance quality and specifications affecting the work or any additional specifications required to be produced by the SI to meet the design criteria.
- 1.26. **‘System’** means integrated system/solution emerging out of all the Goods indicated in the Scope of Work and covered under the scope of each Purchase Order issued by the BSCDCL.
- 1.27. **“Purchase Order”** means the purchase order(s) issued from time to time by the BSCDCL to the SI to provide Goods and Services as per the terms and conditions of this Contract.
- 1.28. **“Consortium”** means _____, _____ and _____ entering into the Contract with the BSCDCL and includes their respective successors and assignees.
- 1.29. **“Replacement Service Provider”** means the organization replacing SI in case of contract termination for any reasons
- 1.30. **“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 the BSCDCL and the heirs, legal representatives, successors and assignees of such person.
- 1.31. **“Services”** means the work to be performed by the agency pursuant to the RFP and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the BSCDCL. In addition to this, the definition would also include other related / ancillary services that may be required to execute the Scope of Work under the RFP.
- 1.32. **‘Timelines’** means the project milestones for performance of the Scope of Work and delivery of the Services as described in the RFP;

1 Interpretation

- 1.1 In this Contract unless a contrary intention is evident:
 - a. the clause headings are for convenient reference only and do not form part of this Contract;
 - b. unless otherwise specified 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;
 - g. a reference to a person includes a partnership and a body corporate;
 - h. a reference to legislation includes legislation repealing, replacing or amending that legislation;
 - i. 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.

2 Documents forming part of Agreement

- 2.1 The following documents shall be deemed to form and be read and constructed as part of the Contract viz.:

- (a) The Contract;
- (b) The RFP comprising of all volumes and any corrigenda thereto;
- (c) The Proposal of the SI as accepted by the BSCDCL along with any related documentation
- (d) The BSCDCL's Letter of Award;
- (e) The SI's Acceptance of Letter of Award, if any;
- (f) The tripartite agreement to be entered into between <***> for provision of bandwidth services, if any; and
- (g) The Corporate Non-disclosure agreement and any other document to be submitted by the SI and appended to this Agreement.

3 Ambiguities within Agreement

In case of ambiguities or discrepancies within the Contract, the following principles shall apply:

- i. As between the provisions of RFP and any Corrigendum issued thereafter, the provisions of the Corrigendum shall, to that extent only, prevail over the corresponding earlier provision of the RFP;
- ii. As between the provisions of the Contract and the RFP and the Proposal, the Contract shall prevail; and
- iii. As between any value written in numerals and that in words, the value in words shall prevail.

4 Conditions Precedent

The payment obligations of under the Contract shall take effect upon fulfillment of the following conditions precedent by SI.

- a)** Furnishing by SI, an unconditional and irrevocable Performance Bank Guarantee (PBG) (Annexure 5 (a) of the RFP Volume I) within 15 (fifteen) days after issuance of the Letter of Award and acceptable to the BSCDCL which would remain valid until such time as stipulated by the BSCDCL.
- b)** Obtaining of all statutory and other approvals required for the performance of the Services under the 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 Bidder/Bidder's team, etc.
- c)** Furnish notarized copies of any/all contract(s) duly executed by SI and its OEMs existing at the time of signing of the contract in relation to the Project. Failure to do so within stipulated time of signing of contract would attract penalty as defined in clause 42 in this Section.
- d)** Furnishing of such other documents as the BSCDCL may specify/ demand.
- e)** All the members of the Consortium shall have executed a binding Consortium Contract / Agreement copy of which shall have been delivered to the BSCDCL without the commercials;

- f)** The BSCDCL reserves the right to waive any or all of the conditions specified in Clause 5 above in writing and no such waiver shall affect or impair any right, power or remedy that the BSCDCL may otherwise have.

5 Scope of work

- a. In consideration of the award of the work under the RFP to the SI and payments to be made by the BSCDCL to the SI as hereinafter mentioned, the SI hereby covenants with the BSCDCL to provide the Goods and Services and to remedy defects therein and to perform all obligations mentioned in the RFP in conformity in all the respects with the provisions of the Agreement.
- b. The BSCDCL hereby covenants to pay the SI in consideration of the provision of the Goods and Services and the remedying of defects therein and for performance of all obligations mentioned in the RFP, the Contract Value or such other sum as may become payable under the provisions of the Agreement at the times and in the manner prescribed under the Contract.
- c. Scope of the work shall be as defined in **Section 1 and 2 of the RFP Volume II** and Annexures thereto of the RFP.
- d. BSCDCL has engaged SI to provide services related to implementation of Bhopal Smart City solutions using which the BSCDCL intends to perform its business operations.
- e. Notwithstanding anything contained in the Contract, the services for alternate bandwidth connectivity will be provided by the bandwidth service provider and payments for alternate bandwidth services would be made by the BSCDCL directly to the alternate bandwidth service provider as per tripartite agreement to be entered into between the BSCDCL, the SI and the bandwidth service provider in the format acceptable to the BSCDCL.

6 Key Performance Measurements

- a. Unless specified by the BSCDCL to the contrary, SI shall deliver the Goods, perform the Services and carry out the Scope of Work in accordance with the terms of the Contract, Scope of Work and the Service Specifications as laid down under Section C (Service Level).
- b. If the Goods and Service Specification includes more than one document, then unless the BSCDCL specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.
- c. The SI shall commence the performance of its obligations under the Agreement from Effective Date and shall proceed to provide Goods and carry out the Services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Agreement. The SI shall be responsible for and shall ensure that all the Goods and Services are performed in accordance with the specifications and that the SI's Team complies with such specifications and all other standards, terms and other stipulations/conditions set out hereunder.

- d. The Goods supplied under this Agreement shall conform to the standards mentioned in the technical specifications given in the RFP, and, when no applicable standard is mentioned, to the authoritative standards, such standards shall be the latest issued by the concerned institution. Delivery of Goods shall be made by the SI in accordance with the Agreement and the terms specified by the BSCDCL in BSCDCL Order. In case if it is found that the Goods provided by SI do not meet one/ more criteria, the SI shall remain liable to provide a replacement for the same which meets all the required specifications and as per choice of SI, at no additional cost to SI.

7 Commencement and Progress

- a. The SI shall commence the performance of its obligations in a manner as specified in the Scope of Work, Service Level agreements and other provisions of the Contract from the Effective Date.
- b. SI shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.
- c. SI 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 SI's Team complies with such specifications and all other standards, terms and other stipulations/conditions set out hereunder.
- d. SI shall perform the activities / services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe effective equipment, machinery, material and methods. SI shall always act, in respect of any matter relating to this Contract, as faithful advisors to the BSCDCL and shall, at all times, support and safeguard the BSCDCL's legitimate interests in any dealings with Third parties.
- e. The Goods supplied under this Agreement shall confirm to the Standards mentioned in the technical specifications given in the RFP, and, when no applicable standard is mentioned, to the authoritative standards, such standard shall be the latest issued by the SI to be proposed and approved by BSCDCL in accordance with the Agreement and the terms specified by the BSCDCL in the Purchase Order.

8 Constitution of Consortium

- a. For the purposes of fulfillment of its obligations as laid down under the Contract, where the BSCDCL deems fit and unless the contract requires otherwise, Prime Bidder shall be the sole point of interface for the BSCDCL and would be absolutely accountable for the

- performance of its own, the other member of Consortium and/or its Team's functions and obligations.
- b. The Consortium member has agreed that SI is the prime point of contact between the Consortium member and the BSCDCL and it shall be primarily responsible for the discharge and administration of all the obligations contained herein and, the BSCDCL, unless it deems necessary shall deal only with SI. SI along with all consortium members shall be jointly and solely responsible for the Project execution
 - c. Without prejudice to the obligation of the Consortium member to adhere to and comply with the terms of this Contract, each Consortium member, shall, in addition to a binding Consortium Agreement, has executed and submitted a Power of Attorney in favour of SI 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.
 - d. The SI and each of the Consortium Members shall be bound by all undertakings and representations made by their authorized representative and any covenants stipulated hereunder with respect to the Contract, for and their behalf.
 - e. SI shall submit the Consortium Agreement to be entered into between SI, _____ and _____ for the BSCDCL's review without commercials. SI shall not, except with the prior approval of the BSCDCL, have any provision in the consortium agreement or make any amendments to the said consortium agreement which affects the rights and/or obligations of SI, OEM-ES and/or _____ under this Agreement or any amendment which is contrary to the provisions of this Agreement.
 - f. A notice of at least 3 months in advance is required to be given by the SI to the BSCDCL if during the Term of the Contract the SI desires to terminate any contract/arrangement relating to the performance of Services hereunder with any member of the Consortium. Where, during the Term of the Contract, SI terminates any contract/arrangement or agreement relating to the performance of Services with any consortium member (subject to approval of the BSCDCL), SI shall be liable for any consequences resulting from such termination. SI shall in such case ensure the smooth continuation of Services by providing a suitable replacement to the satisfaction of the BSCDCL at no additional charge and at the earliest opportunity.

9 SI's Obligations

- a. The obligations of the SI described in this clause is in addition to, and not in derogation of, the obligations mentioned in the RFP and the two are to be read harmoniously. SI's obligations shall include all the activities as specified by the BSCDCL in the Scope of Work and other sections of the RFP and Contract and changes thereof to enable BSCDCL to meet the objectives and operational requirements.
- b. The SI shall also be the sole point of contact for all matters relating to the RFP and Contract thereof.
- c. It shall be SI'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 the RFP and the Contract.

- d.** In addition to the aforementioned, SI shall provide services to manage and maintain the said system and infrastructure as mentioned in the RFP
- e.** BSCDCL reserves the right to interview the personnel proposed by the SI that shall be deployed as part of the project team. If found unsuitable, the BSCDCL may reject the deployment of the personnel. But ultimate responsibility of the project implementation shall lie with SI.
- f.** BSCDCL reserves the right to require changes in personnel which shall be communicated to SI. SI with the prior approval of the BSCDCL may make additions to the project team. SI shall provide the BSCDCL with the resume of Key Personnel and provide such other information as the BSCDCL may reasonably require. The BSCDCL also reserves the right to interview the personnel and reject, if found unsuitable. In case of change in its team members, for any reason whatsoever, SI shall also ensure that the exiting members are replaced with at least equally qualified and professionally competent members.
- g.** SI shall ensure that none of the Key Personnel (refer Section 3.6.2 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, replacement has to be approved by BSCDCL.
- h.** SI should submit profiles of only those resources who shall be deployed on the Project. Any change of resource should be approved by the BSCDCL and compensated with equivalent or better resource. The BSCDCL may interview the resources suggested by SI before their deployment on board. It does not apply in case of change requested by the BSCDCL.
- i.** In case of change in its team members, SI 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.
- j.** SI shall ensure that SI's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. SI shall ensure that the services are performed through the efforts of SI's Team, in accordance with the terms hereof and to the satisfaction of the BSCDCL. Nothing in the Contract relieves SI from its liabilities or obligations under the Contract to provide the Services in accordance with the BSCDCL's directions and requirements and as stated in this Contract and the Bid to the extent accepted by the BSCDCL and SI 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.
- k.** SI shall be fully responsible for deployment / installation / development/ laying of network fibre and integration of all the software and hardware components and resolve any problems / issues that may arise due to integration of components.
- l.** SI shall ensure that the OEMs supply equipment/ components including associated accessories and software required and shall support SI in the installation, commissioning, integration and maintenance of these components during the entire period of contract. SI shall ensure that the COTS OEMs supply the software applications and shall support SI in the installation / deployment, integration, roll-out and maintenance of these applications during the entire period of contract. It must clearly be understood by SI that warranty and

AMC 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. SI would be required to explicitly display that he/ they have a back to back arrangement for provisioning of warranty/ AMC 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.

- m.** All the software licenses that SI proposes should be perpetual software licenses. The software licenses shall not be restricted based on location and the BSCDCL should have the flexibility to use the software licenses for other requirements if required within the territory if Madhya Pradesh.
- n.** All the OEMs that Bidder proposes should have Dealer possession licenses.
- o.** The BSCDCL reserves the right to review the terms of the Warranty and Annual Maintenance agreements entered into between SI and OEMs.
- p.** shall ensure that none of the components and sub-components is declared end-of-sale or end-of-support by the respective OEM at the time of submission of bid. If the OEM declares any of the products/ solutions end-of-sale subsequently, the SI shall ensure that the same is supported by the respective OEM for contract period.
- q.** 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, SI should replace the products/ solutions with an alternate that is acceptable to the BSCDCL at no additional cost to the BSCDCL and without causing any performance degradation.
- r.** Further, the SI shall be obliged to ensure that all approvals, registrations, licenses, permits and rights which are, inter-alia, necessary for use of the Deliverables, goods, services, applications, services etc. provided by the SI / Consortium / SI's subcontractors under the Contract shall be acquired in the name of the BSCDCL and SI shall have the non-exclusive, limited right to use such licenses till the Term on behalf of the BSCDCL solely for the purpose of execution of any of its obligations under the terms of the Contract. However, subsequent to the Term of this Contract, such approvals etc. shall endure to the exclusive benefit of the BSCDCL.
- s.** That the SI shall procure all the necessary permissions and adequate approvals and licenses for **use** of various software and any copyrighted process/product for use of the copyright/process/products that the SI has proposed to supply under the Contract free from all claims, titles, interests and liens thereon;
- t.** SI shall ensure that the OEMs provide the support and assistance to SI 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, SI shall replace the required component(s) with an equivalent or better substitute that is acceptable to BSCDCL without any additional cost to the BSCDCL and without impacting the performance of the solution in any manner whatsoever.

- u. SI shall ensure that the OEMs for hardware servers/equipment supply and/or 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 BSCDCL.
- v. SI shall ensure that the OEMs for hardware servers/ equipment or Bidder'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.SI 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 BSCDCL.
- w. The training has to be conducted using official OEM course curriculum mapped with the hardware / **Software** Product's to be implemented in the project.
- x. SI and their personnel/representative shall not alter / change / replace any hardware component proprietary to the BSCDCL and/or under warranty or AMC of third party without prior consent of the BSCDCL.
- y. SI shall provision the required critical spares/ components at the designated Datacenter Sites / office locations of the BSCDCL for meeting the uptime commitment of the components supplied by him.
- z. SI's representative(s) shall have all the powers requisite for the execution of Scope of Work and performance of services under the Contract. SI's representative(s) shall liaise with the BSCDCL's Representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. SI shall extend full co-operation to BSCDCL'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 SI'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 BSCDCL working at the BSCDCL's office locations & field locations and DC sites. Such Bidder's representative(s) shall be available to the BSCDCL's Representative at respective Datacenter during the execution of works.
- aa. SI shall be responsible on an ongoing basis for coordination with other vendors and agencies of the BSCDCL and its nominated agency in order to resolve issues and oversee implementation of the same. SI shall also be responsible for resolving conflicts between vendors in case of borderline integration issues.

- bb. SI shall set up a project office in Bhopal. The technical manpower deployed on the project should work from the same office. However, some resources may be required to work from the BSCDCL's office during the contract period.

10 Access to Sites

- a. Sites would include Command control center itself and different command and control center of projects which are to be integrated with ICCCL like DIAL 100 and Safe City. Access will be provided to different command and control center only after approval of their respective authorities and as per access policy.
- b. The BSCDCL's Representative upon receipt of request from SI intimating commencement of activities at various locations shall give to SI access to as much of the Sites, on a non-permanent basis, as may be necessary to enable SI to commence and proceed with the installation of the works in accordance with the program of work subject to compliance by the SI with any safety and security guidelines which may be provided by the BSCDCL and notified to the SI in writing, provide the SI,. Any reasonable proposal of SI 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 the BSCDCL. Such requests shall be made to the BSCDCL's Representative in writing at least 7 days prior to start of the work.
- c. At the site locations, the BSCDCL's Representative shall give to SI access to as much as may be necessary to enable SI to commence and proceed with the installation of the works in accordance with the program of work or for performance of Facilities Management Services.
- d. Access to locations, office equipment and services shall be made available to the SI on an "as is, where is" basis by the BSCDCL as the case may be or its nominated agencies. The SI agrees to ensure that its employees, agents and contractors/Sub-Contractors shall not use the location, services and equipment referred to in the RFP for the following purposes:
 - i. For the transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or
 - ii. In a manner which constitutes violation of any law or a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality); or
 - iii. For their own purpose or for conducting their own business or for providing services to any third party.

11 Start of Installation

- a. Bidder shall co-ordinate with the BSCDCL and stakeholders for the complete setup of sites before commencement of installation of other areas as mentioned in Volume II document. SI

shall also co-ordinate regarding Network / Bandwidth connectivity in order to prepare the installation plan and detailed design / architectural design documents.

- b. As per TRAI guidelines, resale of bandwidth connectivity is not allowed. In such a case tripartite agreement should be formed between BSCDCL, selected Bidder and Internet Service Provider(s). Such tripartite agreement entered for provision of bandwidth services will form an integral part of the Contract.
- c. The plan and design documents thus developed shall be submitted by SI for written approval by the BSCDCL.
- d. After obtaining the approval from the BSCDCL, SI shall commence the installation.

12 Reporting Progress

- a. SI shall monitor progress of all the activities related to the execution of the Contract and shall submit to the BSCDCL, progress reports with reference to all related work, milestones and their progress during the implementation phase.
- b. Formats for all above mentioned reports and their dissemination mechanism shall be discussed and finalized with the BSCDCL along with project plan. The BSCDCL on mutual agreement between both parties may change the formats, periodicity and dissemination mechanism for such reports.
- c. Periodic meetings shall be held between the representatives of the BSCDCL and SI 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 an ongoing basis, as desired by BSCDCL, to discuss the performance of the contract.
- d. SI shall ensure that the respective solution teams involved in the execution of work are part of such meetings.
- e. Several review committees involving representative of the BSCDCL and senior officials of SI shall be formed for the purpose of this project. These committees shall meet at intervals, as decided by the BSCDCL later, to oversee the progress of the implementation.
- f. All the Goods, Services and manpower to be provided / deployed by SI 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 BSCDCL's Representative in accordance with the Contract.
- g. 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 Tender requirements/ standards, the BSCDCL's Representative shall so notify SI in writing.
- h. SI shall reply to the written notice giving details of the measures it proposes to take to expedite the progress so as to complete the works by the prescribed time or to ensure compliance to RFP requirements. SI shall not be entitled to any additional payment for

taking such steps. If at any time it should appear to the BSCDCL or BSCDCL's Representative that the actual progress of work does not conform to the approved plan SI shall produce at the request of the BSCDCL'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

- i.** The submission seeking approval by the BSCDCL or BSCDCL's Representative of such plan shall not relieve SI of any of his duties or responsibilities under the Contract.
- j.** In case during execution of works, the progress falls behind schedule or does not meet the Tender requirements, SI 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 BSCDCL for its review and approval. All time and cost effect in this respect shall be borne, by SI within the Contract Value.
- k.** The BSCDCL reserves the right to inspect and monitor/ assess the progress/ performance of the work / services at any time during the course of the Contract, after providing due notice to the SI. The BSCDCL may demand and upon such demand being made, SI shall provide documents, data, material or any other information pertaining to the Project which the BSCDCL may require, to enable it to assess the progress/ performance of the work / service under the Contract.
- l.** At any time during the course of the Contract, the BSCDCL 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 SI of its obligations/ functions in accordance with the standards committed to or required by the BSCDCL and SI undertakes to cooperate with and provide to the BSCDCL/ any other agency appointed by the BSCDCL, all documents and other details as may be required by them for this purpose. Such audit shall not include Bidder's books of accounts. Any deviations or contravention, identified as a result of such audit/assessment, would need to be rectified by the SI failing which the BSCDCL may, without prejudice to any other rights that it may have issue a notice of default. Cost of acquisition of deliverables by the SI and other Sub-Contractors is out of the purview of audit/inspections.
- m.** Without prejudice to the foregoing, the SI shall allow access to the BSCDCL or its nominated agencies to all information which is in the possession or control of the SI and which relates to the provision of the Services/Deliverables as set out in the Audit, Access and Reporting Schedule and which is reasonably required by the BSCDCL to comply with the terms of the Audit, Access and Reporting provision set out in this Contract.
- n.** Knowledge of Network Operations Center (NOC), Server Room, Command and Control Center, City Operation Center and areas of city kiosk centers
- o.** SI shall be granted access to the command and control center of other IT project like DIAL 100, DIAL 108 and Safe City etc. for inspection by the BSCDCL before commencement of installation of integrated command and control center. The plan shall be drawn mutually at a later stage.

- p.** SI shall be deemed to have knowledge of the Data Centers, Server Room, Command and Control Center, its surroundings and information available in connection therewith and to have satisfied itself the form and nature thereof including, the data contained in the Bidding Documents, 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, SI detects physical conditions and/or obstructions affecting the work, SI shall take all measures to overcome them.

13 Project Plan

- a.** Within 15 calendar days of Effective Date of the contract/ Issuance of LoI, SI shall submit to the BSCDCL for its approval a detailed Project Plan with details of the project showing the sequence, procedure and method in which it proposes to carry out the works. The Plan so submitted by SI shall conform to the requirements and timelines specified in the Contract. The BSCDCL and SI shall discuss and agree upon the work procedures to be followed for effective execution of the works, which SI 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 BSCDCL's Representative of the Project Plan shall not relieve SI of any of his duties or responsibilities under the Contract.
- b.** If SI's work plans necessitate a disruption/ shutdown in BSCDCL'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 SI to develop/adhere such a work plan shall be to his account.

14 Compliance with Applicable Law

- a.** SI's Team shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by BSCDCL shall be applicable in the performance of the Contract and Bidder's Team shall abide by these laws. The SI shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions.
- b.** Access to the Data centers of other IT systems (DIAL 100, CM Helpline, safe city etc.) and its Server Room shall be strictly restricted. No access to any person except the essential members of SI's Team who are authorized by the BSCDCL and are genuinely required for

execution of work or for carrying out management/ maintenance shall be allowed entry. Even if allowed, access shall be restricted to the pertaining equipment of the BSCDCL only. SI shall maintain a log of all activities carried out by each of its team personnel.

- c. 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
- d. Each Party to the Contract accepts that its individual conduct shall (to the extent applicable to its business like the SI as an Information Technology service provider) at all times comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken provided that changes in such laws, rules and regulations which result in a change to the Services shall be dealt with in accordance with the Change Management and Control set out in the RFP.
- e. SI shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. SI's Team shall adhere to all security requirement/ regulations of the BSCDCL during the execution of the work. BSCDCL's employee also shall comply with safety procedures/ policy.
- f. SI 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.

15 Statutory Requirements

- a) During the tenure of the Contract the SI shall comply with all Applicable Laws and shall obtain and maintain all statutory and other approvals required for the performance of the Services under the Contract and nothing shall be done by SI or his team including Consortium in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep BSCDCL indemnified in this regard.

16 Representations and Warranties

a) Representations and warranties of the SI

The SI hereby represents and warrants as of the date hereof, which representations and warranties shall remain in force during the Term and extension thereto, the following:

- (i) it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Contract and other agreement and to carry out the transactions contemplated hereby;
- (ii) it is a competent provider of a variety of Information Technology and business process management services. It has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Contract and to validly exercise its rights and perform its obligations under this Contract;

- (iii) That all conditions precedent under the Contract have been satisfied;
- (iv) That the selected SI along with its consortium members have the power and the authority that would be required to enter into this Contract and the requisite experience, the technical know-how and the financial wherewithal required to successfully execute the terms of this Contract and to provide services sought by the BSCDCL under this Contract;
- (v) That the SI and its team has the professional skills, personnel, infrastructure and resources/ authorizations that are necessary for providing all such services as are necessary to fulfil the scope of work stipulated in the tender and this Contract;
- (vi) That the SI shall ensure that all assets/ components including but not limited to equipment, software, licenses, processes, documents, etc. installed, developed, procured, deployed and created during the term of this Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary requirements;
- (vii) The SI/ SI's team shall use such assets of the BSCDCL as the BSCDCL may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Contract. The SI shall however, have no claim to any right, title, lien or other interest in such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term thereof;
- (viii) it has the financial standing and capacity to undertake the Project and obligations in accordance with the terms of this Contract;
- (ix) in providing the Services, it shall spare no effort to prevent any disruption to BSCDCL's normal business operations;
- (x) this Contract has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Contract shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
- (xi) the information furnished in the Proposal is to the best of its knowledge and belief, true and accurate in all respects as at the date of this Contract;
- (xii) the execution, delivery and performance of this Contract shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, Contract, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (xiii) there are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Contract or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Contract;

- (xiv) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any adverse effect on its ability to perform its obligations under this Contract and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Contract;
- (xv) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Contract;
- (xvi) no representation or warranty by it contained herein or in any other document furnished by it to the BSCDCL or its nominated agencies in relation to the any consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading;
- (xvii) no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Contract or for influencing or attempting to influence any officer or employee of BSCDCL or its nominated agencies in connection therewith;
- (xviii) That the SI shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product for use of the copyright/process/products that the SI has proposed to supply under this Contract free from all claims, titles, interests and liens thereon;
- (xix) That the sub-contractor proposed and/or deployed by the SI meets the technical and financial qualifications prescribed in the RFP; and
- (xx) That the representations made by the SI in its Proposal and in this Contract are and shall continue to remain true and fulfil all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Contract and the RFP and unless the BSCDCL specifies to the contrary, the SI shall be bound by all the terms of the Contract;
- (xxi) That the SI certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including but not limited to stamp duty, registration charges or similar amounts which are required to be effected or made by the SI which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made;
- (xxii) That the SI confirms that there has not and shall not occur any execution, amendment or modification of this contract without the prior written consent of the BSCDCL;
- (xxiii) That the SI owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the SI on which it grants or purports to grant or create any interest pursuant to-the Contract, in each case free and clear-of any-encumbrance and further confirms that such Interests created or expressed to be created are valid and enforceable;

(xxiv) That the SI-owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the project. In case of any infringement, BSCDCL is not responsible. Action will be taken as per the clauses defined in this RFP.

(xxv) That the SI shall provide adequate and appropriate support and participation, on a continuing basis, in tuning/ upgrading all supplied hardware and software to meet the requirements of the applications;

b) Representations and warranties of the BSCDCL

BSCDCL represents and warrants to the SI that:

- i. it has full power and authority to execute, deliver and perform its obligations under this Contract and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Contract, exercise its rights and perform its obligations, under this Contract and carry out the transactions contemplated hereby;
- ii. it has taken all necessary actions under Applicable Laws to authorize the execution, delivery and performance of this Contract and to validly exercise its rights and perform its obligations under this Contract;
- iii. it has the financial standing and capacity to perform its obligations under the Contract;
- iv. this Contract has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this Contract shall be legally valid, binding and enforceable against it in accordance with the terms thereof;
- v. the execution, delivery and performance of this Contract shall not conflict with, result in the breach of, constitute a default under any of the Applicable Laws or any covenant, contract, Contract, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- vi. it has complied with Applicable Laws in all material respects.

17 BSCDCL's Obligations

- a. The obligations of the BSCDCL described in this clause is in addition to, and not in derogation of, the obligations mentioned in the RFP and the two are to be read harmoniously. Without prejudice to any other undertakings or obligations of the BSCDCL under the Contract or the RFP, the BSCDCL shall perform the following:
 - b. BSCDCL or his/her nominated representative shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, Acceptance Certificate(s), payments etc. to SI.
 - c. BSCDCL shall ensure that timely approval is provided to SI as and when required, which may include approval of project plans, implementation methodology, design documents, specifications, or any other document necessary in fulfillment of the contract.

- d. The BSCDCL's Representative shall interface with SI, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. BSCDCL shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the BSCDCL is proper and necessary.
- e. BSCDCL may provide on Bidder's request, particulars/ information/ or documentation that may be required by SI for proper planning and execution of work and for providing Goods and Services covered under the contract and for which SI may have to coordinate with respective vendors.
- f. BSCDCL shall provide to SI only sitting space and basic infrastructure not including, stationery and other consumables at the BSCDCL's office locations.
- g. BSCDCL reserves the right to procure the hardware including devices on quarterly basis in first year based on actual deployment and AMC shall be applicable whenever the devices are procured and deployed till end of the contract.
- h. **Site Not Ready:** BSCDCL hereby agrees to make the project sites ready as per the agreed specifications, within the agreed timelines. BSCDCL agrees that SI shall not be in any manner liable for any delay arising out of BSCDCL's failure to make the site ready within the stipulated period.

18 Payments

1. Payments to MSI will be done on quarterly based on the activities completed in the particular quarter.
2. No Pro-rata payment will be done, payment for only activities completed will be done in the particular quarter at the end of quarter.
3. Proofs of deliverable will be required to be submitted along with the quarterly invoice.
4. Payment Schedule is divided broadly in the following categories:
5. Service Component of CAPEX shall include one-time cost of integration effort for services. This cost should be broken in 17 rows (one for each identified service) with total in sub total cost.
 - 5.1 MSI will be paid 3% of Services component of CAPEX on integration of each service except ABD services where MSI will be paid 3.5 %
 - 5.2 MSI will be paid 7.5% of Services component of CAPEX on completion of Project Inception and Design Phase
 - 5.3 MSI will be paid 0.5% of Services component of CAPEX on submission of FRS and SRS document for identified each service.
 - 5.4 MSI will be paid 10% of Services component of CAPEX at the time of Go – Live (based on successful integration of 10 services as agreed with BSCDCL as per clause 2.6.1.6 and 2.6.20 of Vol II of this RFP).
 - 5.5 MSI will be paid 12% of Services component of CAPEX after successful operations of 12 months after Go - Live

6. Infrastructure Component of CAPEX shall include cost of all ICT Component and Non ICT Components which are required for the establishment of ICCC. ICT Components like Hardware, AMC and Software licenses & support (for ICCC, Data Center, Situation Room and Experience Center), and Non ICT Components like all the expenses incurred for the civil work like electric work, etc., and all related Non ICT Components like furniture, fixtures, electric fittings, etc.

6.1 MSI will be paid 30% of Infrastructure component of CAPEX on delivery and Receipt at site and after Verification of such items by BSCDCL/BSCDCL authorized agency.

6.2 MSI will be paid 50% of Infrastructure component of CAPEX on Power-up (for hardware), Installation, configuration and ready for Application deployment.

6.3 MSI will be paid 20% of Infrastructure component of CAPEX on Go – Live (based on successful installation of complete infrastructure along with integration of 10 services as agreed with BSCDCL as per clause 2.6.1.6 and 2.6.20 of Vol II of this RFP).

7. OPEX (Operation & Maintenance Cost) shall include of manpower, training, and required maintenance of ICCC setup (both ICT & non-ICT Components). OPEX cost shall also include cost of cloud subscription for DR.

7.1 MSI will be paid Operation & Maintenance Cost during O&M Phase for 5 years quarterly after submission and approval of the relevant documents.

8. The amount to be paid will be equal to the commercial bid submitted by the SI (as per Clause 8 of Vol 1 of the RFP)

9. BSCDCL shall make payments to MSI at the times and in the manner set out in the Payment schedule as specified Payment Milestones below:

Service Components of CAPEX Part A				
Pre Implementation Phase				
SI No.	Milestone	Deliverable	Payment	Basis of Payment
1	Project Inception	Project Charter (Governance Structure and review mechanism)	2.5 % of Service component of CAPEX part	Approval by BSCDCL or Agency authorized by BSCDCL
		Project Plan		
		Implementation Roadmap		
2	Design Phase Completion	Design of ICCC building with 3 D Simulation	2.5 % of Service component of CAPEX part	Approval by BSCDCL or Agency authorized by BSCDCL
		Software Design Document	2.5 % of Service component of CAPEX part	Approval by BSCDCL or Agency authorized by BSCDCL
		High Level Design Document		

Request for Proposal for Selection of System Integrator (MSI) for Implementation of Integrated Command and Control Center for Bhopal Smart City Development Corporation Limited (BSCDCL) at Bhopal

		Low Level Design Document		
		Standard Operating Procedures (SOPs) for all the services		
3	Requirement Phase Completion For Various Systems to be Integrated	FRS Document for each of the systems to be integrated	0.5 % of Service Component for each service of CAPEX part Total= $0.5 * 20 = 10 \%$	Approval by BSCDCL or Agency authorized by BSCDCL
		SRS Document for each of the systems to be integrated		

Infrastructure Component of CAPEX Part (Including Hardware and Software License)

Implementation Phase

Sl No.	Milestone	Deliverable	Payment	Basis of Payment
1.	Delivery and Receipt at site and after Verification of such items by BSCDCL/BSCDCL authorized agency	Verification and Inspection Report	30 % payment of cost of Infrastructure supplied	Approval of Inspection Report
2.	Power-up (for hardware), Installation, configuration and ready for Application deployment	UAT Report	50 % payment for cost of infrastructure supplied	Approval of UAT Report
3.	Go-Live (as per agreed plan with BSCDCL)	UAT Report	20 % payment for cost of infrastructure supplied	Approval of UAT Report
Total			100 %	

Note:

- All hardware and perpetual licenses of software should be purchased on the name of BSCDCL.
- Bidders should mention the type of licenses whether annual or perpetual for all the software licenses.

Service Components of CAPEX Part B (Service to be Integrated and Go-Live)				
Implementation Phase				
1	Integration of Smart Parking	UAT Report	3 % of Service Component of CAPEX part	UAT Report accepted by parent department and BSCDCL
2	Integration of Public Bike Sharing	UAT Report	3 % of Service Component of CAPEX part	UAT Report accepted by parent department and BSCDCL
3	Integration of Smart Pole	UAT Report	3 % of Service Component of CAPEX part	UAT Report accepted by parent department and BSCDCL
4	Integration of Solid Waste Mgmt. Services (Tracking of Solid Waste Vehicles)	UAT Report	3 % of Service Component of CAPEX part	UAT Report accepted by parent department and BSCDCL
5	Integration of Intelligent Traffic Management System (Police)	UAT Report	3 % of Service Component of CAPEX part	UAT Report accepted by parent department and BSCDCL
6	Integration of BMC Call Centre	UAT Report	3 % of Service Component of CAPEX part	UAT Report accepted by parent department and BSCDCL
7	Integration with Bhopal Smart MAP (GIS)	UAT Report	3 % of Service Component of CAPEX part	UAT Report accepted by parent department and BSCDCL
8	Integration with Bhopal Plus	UAT Report	3% of Service Component of CAPEX part	UAT Report accepted by parent department and BSCDCL
9	Integration with DIAL 100	UAT Report	3 % of Service Component of CAPEX part	UAT Report accepted by parent department and BSCDCL
10	Integration with DIAL 108 & Jannani Express	UAT Report	3 % of Service Component of CAPEX part	UAT Report accepted by parent department and BSCDCL
11	Integration with Transport Management System (BCLL)	UAT Report	3 % of Service Component of CAPEX part	UAT Report accepted by parent department and BSCDCL
12	Integration with CCTV Surveillance (Police Deptt.)	UAT Report	3 % of Service Component of CAPEX part	UAT Report accepted by parent department and BSCDCL

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13	Integration with Dynamic Market Place (Mayor Express)	UAT Report	3 % of Service Component of CAPEX part	UAT Report accepted by parent department and BSCDCL
14	Integration with Emergency Response and Disaster Mgmt.	UAT Report	3 % of Service Component of CAPEX part	UAT Report accepted by parent department and BSCDCL
15	Integration with Water Management System	UAT Report	3 % of Service Component of CAPEX part	UAT Report accepted by parent department and BSCDCL
16	Integration with Met Department (Local Weather Forecast)	UAT Report	3 % of Service Component of CAPEX part	UAT Report accepted by parent department and BSCDCL
17	Integration with Crowdsourcing Data	UAT Report	3 % of Service Component of CAPEX part	UAT Report accepted by parent department and BSCDCL
18	Integration with Fire Brigade System	UAT Report	3 % of Service Component of CAPEX part	UAT Report accepted by parent department and BSCDCL
19	Integration with Solar Roof Top System	UAT Report	3 % of Service Component of CAPEX part	UAT Report accepted by parent department and BSCDCL
20	Integration with Area Based Development (ABD) Services: i. Utilities ii. Lighting iii. Metering iv. Surveillance	UAT Report	3.5 % of Service Component of CAPEX part	UAT Report accepted by parent department and BSCDCL
21	Go-Live of ICCC (based on successful integration of 10 services as agreed with BSCDCL)	UAT Report	10 % of Service Component of CAPEX part	UAT Report accepted by parent department and BSCDCL
22	Post Go Live Successful Operation for 12 Months after fixing all the bugs and modified Version of ICCC application		12 % of Service Component of CAPEX part	BSCDCL Approval

- Note: Parent Department means the end user department like, parent department for
- DIAL 100 is Police and for DIAL 108 is Health Department.

OPEX				
Post Implementation Phase				
Sl No.	Milestone	Deliverable	Payment	Basis of Payment
1.	Completion of respective quarter's operation & maintenance report as per requirements of the RFP (Q1 – Q20) of the Operations & Maintenance Phase	<ul style="list-style-type: none"> • SLA Compliance report including technical and functional SLAs <ul style="list-style-type: none"> - Data Centre Uptime - Uptime of ICC - Incident Mgmt. Scenario Testing - Successful completion of Mock Drills - DC-DR Testing <ul style="list-style-type: none"> • Project Status Report • Issue/Incident reports • Process audit reports • Service Performance Report <p>* The format of quarterly report covering all the above mentioned aspects will be proposed by MSI before Go-Live. This report format will be finalized and approved by BSCDCL.</p>	Quarterly equal payment will be made in 20 quarters.	Quarterly Report reviewed and approved by BSCDCL

Note:

1. OPEX cost shall include of manpower, training, and required maintenance of ICC setup.
2. Order for Infrastructure items including Hardware, COTS Software licenses and other system software etc. shall be placed by MSI only after receipt of written confirmation from BSCDCL in this regard.
3. All the milestone payments that are due to MSI after requisite approvals/acceptance as prescribed shall be made to MSI within 20 working days after receipt of valid invoice in this regard from the MSI, subject to correctness and validation of the invoice and no objections / observations by BSCDCL.
4. Unless otherwise mentioned in this RFP for any component, payment terms for additional work assigned through change management shall be defined in the change management order which will be, to the extent applicable, in line with payment terms defined in the above table.
5. BSCDCL shall make all efforts to make payments to SI within 20 days of receipt of invoice(s) and all necessary supporting documents.

6. No invoice for extra work/change order on account of change order shall be submitted by SI unless the said extra work /change order has been authorized/approved by the BSCDCL in writing in accordance with Change Control Note (Annexure I of this section of the RFP).
7. In the event of BSCDCL noticing at any time that any amount has been disbursed wrongly to SI or any other amount is due from SI to the BSCDCL, the BSCDCL may without prejudice to its rights recover such amounts by other means after notifying SI or deduct such amount from any payment falling due to SI. The details of such recovery, if any, shall be intimated to SI. SI 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 BSCDCL or SI.
8. All payments to SI 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 BSCDCL may have paid or incurred, for which under the provisions of the Contract, SI is liable, the same shall be deducted by BSCDCL from any dues to SI. All payments to SI shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the BSCDCL to SI on chargeable basis.

19 Ownership and Intellectual Property Rights

- a. BSCDCL shall have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of the Contract, including but not limited to all processes, products, specifications, reports and other documents which have been newly created and developed by SI solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under the Contract. SI undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the BSCDCL, execute all such agreements/documents and obtain all permits and approvals that may be necessary in regard to the Intellectual Property Rights of the BSCDCL.
- b. If BSCDCL desires, SI shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the Goods Deliverables, Services supplied / installed by SI/Consortium/SI's Sub-Contractors under the Contract shall be acquired in the name of the BSCDCL and SI shall have the non-exclusive, limited right to use such licenses till the Term on behalf of the BSCDCL solely for the purpose of execution of any of its obligations under the terms of the 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 BSCDCL.
- c. Pre-existing work: All intellectual property rights existing prior to the Effective Date of the Contract shall belong to the Party that owned such rights immediately prior to the

Effective Date. Subject to the foregoing, the BSCDCL will also have rights to use and copy all intellectual property rights, process, specifications, reports and other document, drawings, manuals provided or used by the SI as part of the Scope of Works under the Contract for the purpose of the Contract on non-exclusive, non-transferable, perpetual, royalty-free license to use basis.

- d. Third Party Products: If license agreements are necessary or appropriate between the SI and third parties for purposes of enabling / enforcing/implementing the provisions hereinabove, the SI shall enter into such agreements at its own sole cost, expense and risk and all such licenses etc. shall be bought in name of the BSCDCL unless otherwise directed in writing by the BSCDCL.
- e. SI 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 BSCDCL in writing

20 Taxes

- a. SI shall bear all personnel taxes levied or imposed on its personnel, or any other member of SI's Team, etc. on account of payment received under the Contract. SI shall bear all corporate taxes, levied or imposed on SI on account of payments received by it from the BSCDCL for the work done under the Contract. The SI shall bear all taxes and duties etc. levied or imposed on the SI under the Contract including but not limited to Customs duty, Excise duty and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof up to the date for submission of final price bid, i.e., on account of payments received by him from the BSCDCL for work done under the Contract. The SI shall also be responsible for having his Sub-Contractors under its Sub-Contract(s) to pay all applicable taxes on account of payment received by the Sub-Contractors from the SI for works done under the Sub-contracts in relation to this Agreement and the BSCDCL will in no case bear any responsibility for such payment of taxes.
- b. SI 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
- c. SIs shall fully familiarize themselves about the applicable domestic taxes (such as value added or sales tax, service tax, income taxes, duties, fees, levies, etc.) on amounts payable by the BSCDCL under the Agreement.
- d. Should SI 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, SI shall pay the same. SI shall indemnify BSCDCL against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty by any such Tax Authority may assess or levy against the BSCDCL.

- e. Payment agreed to be made by the BSCDCL to the SI in accordance with the Proposal.
- f. Supplies of materials from abroad are exempted from levy of Sales Tax/VAT on works/works Contract tax (Central or state). However, the Sales Tax/VAT on works (central or state) if levied on supplies made from indigenous vendors for the works shall be borne by SI within the Contract Price. Service Tax/ Terminal Sales Tax/ Works Contract Tax, etc., if any applicable, shall be payable extra, at actuals by the BSCDCL in accordance with the conditions of the Contract and upon submission of proof of payment of such taxes.
- g. The BSCDCL shall if so required by Applicable Laws in force, at the time of payment, deduct income tax payable by SI at the rates in force, from the amount due to SI and pay to the concerned tax authority directly.
- h. Should the SI and/or other Consortium members fail to submit returns/pay taxes in times as stipulated under the Indian Income Tax Act and consequently any interest or penalty is imposed by the Indian Income Tax authority, the SI and/or other Consortium members, as the case may be shall pay the same. SI and/or other Consortium members shall jointly and severally indemnify BSCDCL against any and all liabilities or claims arising out of this Agreement for such taxes including interest and penalty any such Tax Authority may assess or levy against the BSCDCL/SI and/or other Consortium members.

21 Indemnity

21.1 General Indemnity

Subject to Clause 21.2 below, the SI (the "Indemnifying Party") undertakes to indemnify the BSCDCL and its nominated agencies (the "Indemnified Party") from and against all losses, claims, damages, compensation etc. on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence, willful default, lack of due care or breach of terms of this Agreement.

21.2 IPR Indemnity

If the Indemnified Party promptly notifies the Indemnifying Party in writing of a third party claim against the Indemnified Party that any Goods / Deliverables/ Services provided by the Indemnifying Party infringes a copyright, trade secret, patent or other intellectual property rights of any third party, the Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against the Indemnified Party. The Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) The Indemnified Party's misuse or modification of the Deliverables; (b) The Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) The Indemnified Party's use of the Deliverables in combination with any product or information not owned or developed or supplied by the

Indemnifying Party. If any of the Deliverables is or likely to be held as infringing, the Indemnifying Party shall at its expense and option either (i) procure the right for the Indemnified Party to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non-infringing.

21.3 Conditions for Indemnity

Without prejudice to the rights of the BSCDCL in respect of indemnification for any claim:

- i. The BSCDCL shall notify the SI upon receipt of any notice of claim setting out in reasonable particulars, the details of such notice of claim;
- ii. Immediately upon receipt of notification of any claim from the BSCDCL, the SI within a period of 5 days from date of receipt of such notice from the BSCDCL, notify the BSCDCL whether the SI wish to assume the defence in relation to such claim (including settlement or resolution thereof). Thereafter, the SI shall be entitled in consultation with the BSCDCL, and only to the extent such action does not in any manner compromise, prejudice or adversely affect the interests of the BSCDCL, to take such action as mutually agreed upon by SI and the BSCDCL to avoid, dispute, deny, resist, appeal, compromise or consent such claim, within a period of 30 days from the date of receipt of such claim notification;
- iii. Notwithstanding anything contained herein, the SI and the BSCDCL agree and covenant that a notice by the BSCDCL to the SI in relation to the claim as aforesaid shall amount to express acceptance and consent by the SI to indemnify the BSCDCL for all losses in relation to such claim. Upon notice by the SI, the BSCDCL shall reasonably co-operate with the SI at the sole costs of the SI, only to the extent the same does not in any manner compromise, prejudice or adversely affect the rights of the BSCDCL. The BSCDCL shall have the right, at its option, to participate in the defence of such claim;

If the SI fails to take any action as per the above clause within the time period as specified therein, the BSCDCL shall have the right, in its absolute discretion, to take such action as it may deem necessary to avoid, dispute, deny, resist, appeal, compromise or contest or settle any claim (including without limitation, making claims or counterclaims against third parties). If the SI does not assume control of the defence of such claims (as mentioned above), the entire defence, negotiation or settlement of such claim by the BSCDCL shall be deemed to have been consented to by, and shall be binding upon, SI as fully as though the SI alone had assumed the defence thereof and a judgement had been entered into by the SI, for such claim in respect of the settlement or judgement.

22 Warranty

22.1 The warranties and remedies provided in this Clause are in addition to, and not in derogation of, the warranties provided in the RFP and the two are to be read harmoniously.

22.2 A comprehensive warranty applicable on goods/solutions supplied under the Contract by the respective OEMs and the warranties shall be passed on to the BSCDCL. The SI shall be responsible for making any and all claims under the warranty on behalf of the BSCDCL. Generally the warranty for goods and solutions shall be for a period of two

(2) years from the date of installation and commissioning of the respective hardware and solution. If the warranty period provided by the OEM is for more than two (2), then the same warranty period shall be passed on to the BSCDCL. The AMC / ATS shall commence from the date of expiry of the warranty period of the respective goods and solutions.

22.3 Technical Support for Software applications shall be provided by the respective OEMs for the period of contract. The Technical Support should include all upgrades, updates and patches to the respective Software applications.

22.4 The SI warrants that the Goods supplied under the Contract are new, non-refurbished, unused and recently manufactured; shall not be nearing End of sale / End of support; and shall be supported by the SI and respective OEM along with service and spares support to ensure its efficient and effective operation for the entire duration of the contract.

22.5 The SI warrants that the Goods supplied under the Contract shall be of the highest grade and quality and consisted with the established and generally accepted standards for materials of this type. The goods shall be in full conformity with the specifications and shall operate properly and safely. All recent design improvements in goods, unless provided otherwise in the Contract, shall also be made available.

22.6 The SI further warrants that the Goods supplied under the Contract shall be free from all encumbrances and defects/faults arising from design, material, manufacture or workmanship (except insofar as the design or material is required by the BSCDCL's Specifications) or from any act or omission of the SI, that may develop under normal use of the supplied Goods in the conditions prevailing at the respective Datacenter / Server Room Sites.

22.7 Warranty for Services – The SI warrants that all services under the Contract will be performed with promptness and diligence and will be executed in a workmanlike and professional manner, in accordance with the practices and high professional standards used in well-managed operations performing services similar to the services under the Contract. The SI represents that it shall use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the Services hereunder.

22.8 The BSCDCL shall promptly notify the SI in writing of any claims arising under this warranty.

22.9 Upon receipt of such notice, the SI shall, with all reasonable speed, repair or replace the defective goods or replace such goods with similar goods free from defect at SI's own cost and risk. Any goods repaired or replaced by the SI shall be delivered at the BSCDCL's premises without costs to the BSCDCL. Notwithstanding the foregoing, these are not the sole and exclusive remedies available to the BSCDCL in case of breach of any warranty and are also not the sole and exclusive obligations on the SI in case of breach of any warranty.

22.10 If the SI, having been notified, fails to remedy the defect(s) within a reasonable period, the BSCDCL may proceed to take such remedial action as may be necessary, at the SI's risk and expense and without prejudice to any other rights which the BSCDCL may have against the SI under the Contract.

22.11 Any OEM specific warranty terms that do not conform to conditions under this Contract shall not be acceptable.

22.12 The representations, warranties and covenants provided by the SI under the Contract will not be affected by BSCDCL's modification of any portion of the software so long as the SI can discharge its obligations despite such modifications, or following their removal by the BSCDCL.

22.13 Notwithstanding anything contained in the Contract, unless the BSCDCL has otherwise agreed in writing, the BSCDCL reserves the right to reject Goods which do not conform to the specifications provided in the RFP.

23 Term and Extension of the Contract

23.1 The Contract period shall come into effect oni.e. from the date of signing of contract or Issuance of LoI, whichever is earlier((hereinafter the "Effective Date"), and shall remain valid for 60 Months from the date of Go Live of the system ("Term")

23.2 If the delay occurs due to any Force Majeure event, a reasonable extension of time shall be granted by the BSCDCL.

23.3 The BSCDCL shall reserve the sole right to grant any extension to the Term abovementioned and shall notify in writing to SI, at least 3 (three) months before the expiration of the Term hereof, whether it shall grant SI an extension of the Term. The decision to grant or refuse the extension shall be at the BSCDCL's discretion and such extension of the contract, if any, shall be as per terms agreed mutually between the BSCDCL and SI.

23.4 Where the BSCDCL is of the view that no further extension of the Term be granted to SI, the BSCDCL shall notify SI of its decision at least 3 (three) months prior to the expiry of the Term. Upon receipt of such notice, SI shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the BSCDCL shall either appoint an alternative agency/SI or create its own infrastructure to operate such Services as are provided under this Contract.

24 Dispute Resolution

24.1 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.

- 24.2** 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 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.
- 24.3** The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
- 24.4** The Arbitration proceedings shall be held in Bhopal, Madhya Pradesh, India.
- 24.5** The Arbitration proceeding shall be governed by the substantive laws of India.
- 24.6** The proceedings of Arbitration shall be in Hindi/English language.
- 24.7** 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.
- 24.8** 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 Chief Justice of the Madhya Pradesh High Court or any person or institution designated by him shall appoint the Arbitrator/Presiding Arbitrator upon request of one of the parties.
- 24.9** Any letter, notice or other communications dispatched to SI relating to either arbitration proceeding or otherwise whether through the post or through a representative on the address last notified to the BSCDCL by SI shall be deemed to have been received by SI although returned with the remarks, refused 'undelivered' where about not known or words to that effect or for any other reasons whatsoever
- 24.10** If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the BSCDCL 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.

24.11 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.

24.12 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.

24.13 The Arbitrator shall give reasoned award and the same shall be final, conclusive and binding on the parties.

24.14 The fees of the arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.

25 . Conflict of interest

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

26 Trademarks, Publicity

26.1 Neither Party may use the trademarks of the other Party without the prior written consent of the other Party except that the SI may, upon completion, use the Project as a reference for credential purpose. Except as required by law or the rules and regulations of each stock exchange upon which the securities of one of the Parties is listed, neither Party shall publish or permit to be published either alone or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement, the SLA or the business of the Parties without prior reference to and approval in writing from the other Party, such approval not to be unreasonably withheld or delayed provided however that the SI may include the BSCDCL or its client lists for reference to third parties subject to the prior written consent of the BSCDCL not to be unreasonably withheld or delayed. Such approval shall apply to each specific case and relate only to that case.

27 Force Majeure

27.1 Definition of Force Majeure

The SI or the BSCDCL, as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under the Contract to the extent that such performance is impeded by an event of force majeure ('Force Majeure').

27.2 Force Majeure Events

A Force Majeure event means any event or circumstance or a combination of events and circumstances referred to in this Clause, which:

- i. is beyond the reasonable control of the affected Party;
- ii. such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care;
- iii. does not result from the negligence of such Party or the failure of such Party to perform its obligations under the Contract;
- iv. is of an incapacitating nature and prevents or causes a delay or impediment in performance; and
- v. may be classified as all or any of the following events:
 - a) act of God like earthquake, flood, inundation, landslide, storm, tempest, hurricane, cyclone, lightning, thunder or volcanic eruption that directly and adversely affect the performance of services by the SI under the Contract;
 - b) radioactive contamination or ionizing radiation or biological contamination (except as may be attributable to the SI's use of radiation or radioactivity or biologically contaminating material) that directly and adversely affect the performance of services by the SI under the Contract;
 - c) industry wide strikes, lockouts, boycotts, labour disruptions or any other industrial disturbances, as the case may be, not arising on account of the acts or omissions of the SI and which directly and adversely affect the timely implementation and continued operation of the Project; or
 - d) an act of war (whether declared or undeclared), hostilities, invasion, armed conflict or act of foreign enemy, blockade, embargo, prolonged riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage, for a continuous period exceeding seven (7) days that directly and adversely affect the performance of services by the SI under the Contract.

For the avoidance of doubt, it is expressly clarified that the failure on the part of the SI under the Contract or the SLA to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of the Contract or the SLA against natural disaster, fire, sabotage or other similar occurrence shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking shall not be considered as arising due to forces of nature and shall not qualify under the definition of "Force Majeure". The SI will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices,

processes and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable).

27.3 Notification procedure for Force Majeure

- i. The affected Party shall notify the other Party of a Force Majeure event within seven (7) days of occurrence of such event. If the other Party disputes the claim for relief under Force Majeure it shall give the claiming Party written notice of such dispute within thirty (30) days of such notice. Such dispute shall be dealt with in accordance with the dispute resolution mechanism in the Agreement.
- ii. Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days thereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under the Contract.

27.4 Allocation of costs arising out of Force Majeure

- i. Upon the occurrence of any Force Majeure event prior to the Effective Date, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.
- ii. Upon occurrence of a Force Majeure event after the Effective Date, the costs incurred and attributable to such event and directly relating to the Project ('Force Majeure Costs') shall be allocated and paid as follows:
 - a) Upon occurrence of an event mentioned in clause 28.2 (i), (ii), (iii) and (iv), the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof.
 - b) Save and except as expressly provided in this Clause, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure event or exercise of any right pursuant hereof.

27.5 Consultation and duty to mitigate

Except as otherwise provided in this Clause, the affected Party shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under the Contract as soon as reasonably practicable. The Parties shall consult with each other to determine the reasonable measures to be implemented to minimize the losses of each Party resulting from the Force Majeure event. The affected Party shall keep the other Party informed of its efforts to remedy the effect of the Force Majeure event and shall make reasonable efforts to mitigate such event on a continuous basis and shall provide written notice of the resumption of performance hereunder.

28 Delivery

- 28.1** SI shall bear the cost for packing, transport, insurance, storage and delivery of all the goods for “Selection of Master System Integrator for Integrated Command and Control Center for Bhopal Smart City” at all locations identified by the BSCDCL in Bhopal or Madhya Pradesh.
- 28.2** The Goods and manpower supplied under the 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 BSCDCL.
- 28.3** SI shall only procure the hardware and software after approvals from a designated Committee/BSCDCL.

29 . Insurance

- 29.1** The Goods supplied under this Contract shall be comprehensively insured by SI at his own cost, against any loss or damage, for the entire period of the contract. SI shall submit to the BSCDCL, documentary evidence issued by the insurance company, indicating that such insurance has been taken.
- 29.2** SI 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 SI.
- 29.3** SI shall take out and maintain at its own cost, on terms and conditions approved by the BSCDCL, insurance against the risks, and for the coverages, as specified below;
- a. at the BSCDCL’s request, shall provide evidence to the BSCDCL showing that such insurance has been taken out and maintained and that the current premiums therefor 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

30 Transfer of Ownership

- 30.1** SI must transfer all titles to the assets and goods procured for the purpose of the project to the BSCDCL at the time of Acceptance of System. This includes all licenses, titles, source code, certificates, hardware, devices, equipment’s etc. related to the system designed, developed, installed and maintained by SI. Ownership of Goods that are part of this Agreement shall not pass to the BSCDCL unless and until the Goods is accepted in

accordance with the conditions of the Contract and to the entire satisfaction of the BSCDCL and an acceptance notification is provided by the BSCDCL for to the SI. SI is expected to provide source code, transfer IPR and ownership right of only those solutions which would be customized by SI for the use of BSCDCL. For any pre-existing work, SI and BSCDCL shall be held jointly responsible and its use in any other project by SI shall be decided on mutual consent.

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

30.3 The SI shall execute such documents as may be required by the BSCDCL for documenting the transfer of title and ownership of Goods. Upon transfer of ownership of the Goods to the BSCDCL, the SI shall treat such Goods as Assets as detailed above in this Agreement.

31 Exit Management Plan

31.1 An Exit Management plan shall be furnished by SI in writing to the BSCDCL 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.

- i. 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;
- ii. Plans for provision of contingent support to Project and Replacement Service Provider for a reasonable period after transfer.
- iii. Exit Management plan in case of normal termination of Contract period
- iv. Exit Management plan in case of any eventuality due to which Project is terminated before the contract period.
- v. Exit Management plan in case of termination of SI
- vi. Exit Management Plan shall be presented by the SI to and approved by BSCDCL or its nominated agencies

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

- i. Three (3) months of the support to Replacement Service Provider post termination of the Contract
- ii. Complete handover of the Planning documents, bill of materials, functional requirements specification, technical specifications of all equipments, change

requests if any, sources codes, wherever applicable, reports, documents and other relevant items to the Replacement Service Provider/ BSCDCL

iii. Certificate of Acceptance from authorized representative of Replacement Service Provider issued to SI on successful completion of handover and knowledge transfer

31.3 In the event of termination or expiry of the contract, Project Implementation, or Service Level monitoring, both Bidder and BSCDCL shall comply with the Exit Management Plan.

31.4 During the exit management period, SI shall use its best efforts to deliver the services.

32 Performance Security

32.1 SI shall furnish Performance Security to the BSCDCL at the time as indicated in the RFP which shall be equal to 10% of the Contract Value and shall be in the form of a **Bank Guarantee Bond** from a Nationalized / Scheduled Bank in the Proforma 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 period.

32.2 In the event of the SI being unable to service the Contract for reasons attributable to the SI, its Consortium members or any subcontractors, or any team members, the BSCDCL would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the BSCDCL under the Agreement in the matter, the proceeds of the PBG shall be payable to the Contract as compensation for any loss resulting from the failure of SI, its Consortium members or any subcontractors, or any team members to perform/comply its obligations under the contract. The BSCDCL shall notify the SI in writing of the exercise of its right to receive such compensation within 30 days, indicating the contractual obligation(s) for which the SI is in default.

32.3 The BSCDCL shall also be entitled to make recoveries from the SI's bills, PBG, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

32.4 In case the Project is delayed beyond the Timelines as mentioned in RFP due to reasons attributable to SI, its Consortium members or any subcontractors, or any team members, the PBG (any one or both, if not returned) shall be accordingly extended by the SI till completion of Scope of Work as mentioned in RFP.

33 Liquidated Damages

- 33.1** If SI fails to supply, install or maintain any or all of the goods as per the contract, within the time period(s) specified in the RFP Vol II and the Service Levels provided in the Contract, the BSCDCL without prejudice to its other rights and remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 0.02 % per week or part thereof of Contract Value for a milestone/quarter. In case the SI is not solely liable for the breach of the Timelines or the Service Levels, amount of liquidated damages shall be deducted on proportionate / pro rata basis depending upon the SI's extent of fault in such breach of the Timelines or the Service Levels. The BSCDCL shall have the right to determine such extent of fault and liquidated damages in consultation with the SI and any other party it deems appropriate.
- 33.2** The deduction shall not in any case exceed **10 % of the contract value**. If the liquidated damages cross the cap on liquidated damages as mentioned above, the BSCDCL shall have the right to terminate the Agreement for default and consequences for such termination as provided in this Agreement shall be applicable.
- 33.3** The BSCDCL may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to SI in its hands (which includes the BSCDCL's right to claim such amount against SI's Bank Guarantee) or which may become due to SI. Any such recovery or liquidated damages shall not in any way relieve SI from any of its obligations to complete the Work or from any other obligations and liabilities under the Contract.
- 33.4** Delay not attributable to SI shall be considered for exclusion for the purpose of computing liquidated damages.
- 33.5** Payment of liquidated damages shall not be the sole and exclusive remedies available to the BSCDCL and the SI shall not be relieved from any obligations by virtue of payment of such liquidated damages. Each of the Parties shall ensure that the range of the Services/Deliverables under the SLA shall not be varied, reduced or increased except with the prior written agreement between the BSCDCL and the SI in accordance with the provisions of Change Control set out in the Contract.

34 Limitation of Liability:

Limitation of Bidder's Liability towards the BSCDCL:

- 34.1** 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.

34.2 The liability of the SI (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to the Contract, including the work, deliverables or Goods and Services covered by the Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the Contract Value

34.3 Notwithstanding anything contained in the foregoing, the liability cap and exclusion for the SI given under this Clause shall not be applicable to the breach of indemnification obligations, confidential obligations and breach committed by SI to the safety and security measures as provided in the Contract.

35 Ownership and Retention of Documents

35.1 The BSCDCL shall own the Documents, prepared by or for SI arising out of or in connection with the Contract.

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

36 Information Security

36.1 SI shall not carry any written/printed document, layout diagrams, CD, hard disk, storage tapes, other storage devices or any other goods /material proprietary to BSCDCL into / out of any location without written permission from the BSCDCL. BSCDCL. The SI's personnel shall follow the BSCDCL's Information Security policy. The SI acknowledges that the BSCDCL's business data and other BSCDCL proprietary information or materials, whether developed by the BSCDCL or being used by the BSCDCL pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to the BSCDCL; and the SI agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by the SI to protect its own proprietary information.

36.2 SI 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 BSCDCL.

36.3 All documentation and media at any location shall be properly identified, labeled and numbered by SI. SI shall keep track of all such items and provide a summary report of these items to the BSCDCL whenever asked for.

36.4 Access to BSCDCL's data and systems, Internet facility by SI at any location shall be in accordance with the written permission by the BSCDCL. The BSCDCL shall allow SI to use facility in a limited manner subject to availability. It is the responsibility of SI to prepare and equip himself in order to meet the requirements.

36.5 SI must acknowledge that BSCDCL's business data and other BSCDCL proprietary information or materials, whether developed by BSCDCL or being used by BSCDCL pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to BSCDCL; and SI 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 SI to protect its own proprietary information. SI recognizes that the goodwill of BSCDCL depends, among other things, upon SI keeping such proprietary information confidential and that unauthorized disclosure of the same by SI or its team could damage the goodwill of BSCDCL, and that by reason of SI's duties hereunder. SI may come into possession of such proprietary information, even though SI 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. SI shall use such information only for the purpose of performing the said services.

36.6 SI shall, upon termination of this agreement for any reason, or upon demand by BSCDCL, whichever is earliest, return any and all information provided to SI by BSCDCL, including any copies or reproductions, both hardcopy and electronic.

36.7 By virtue of the Contract, SI team may have access to personal information of the BSCDCL and/or a third party. The BSCDCL 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 SI team in the course of performing the Services under the Contract

37 Records of contract documents

37.1 SI shall at all-time make and keep sufficient copies of the process manuals, operating procedures, specifications, Contract documents and any other documentation for him to fulfil his duties under the Contract.

37.2 SI 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 BSCDCL's Representative and by any other person authorized by the BSCDCL's Representative.

38 Security and Safety

- 38.1** The SI shall comply with the technical requirements of the relevant security, safety and other requirements specified in the Information Technology Act or any other Applicable Law, IT Security Manual of the BSCDCL and the directions issued from time to time by the BSCDCL and follow the industry standards related to the security and safety, in so far as it applies to the provision of the Services.
- 38.2** The Parties shall use reasonable endeavours to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the BSCDCL as the case may be or any of their nominees data, facilities or the Confidential Information.
- 38.3** SI shall upon reasonable request by the BSCDCL, or its nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
- 38.4** As per the provisions of the Contract, the SI shall promptly report in writing to the BSCDCL or its nominated agencies, any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and Information Technology security at the facilities of the BSCDCL as the case may be

39 Confidentiality

- 39.1** The BSCDCL may allow the SI to utilize highly Confidential Information including confidential public records and the SI shall maintain the highest level of secrecy, confidentiality and privacy with regard to such Confidential Information. The SI shall use its best efforts to protect the confidentiality, integrity and proprietary of the Confidential Information. No member of SI's Team shall, without prior written consent from the BSCDCL, make any use of any Confidential and Proprietary Information given by the BSCDCL, except for purposes of performing the Contract. Each member of SI's Team shall keep all the Confidential and Proprietary Information, provided by the-BSCDCL to them or their respective employees as confidential.
- 39.2** Additionally, the SI shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities. The SI shall use the information only to execute the Project.
- 39.3** The BSCDCL shall retain all rights to prevent, stop and if required take the necessary punitive action against the SI regarding any forbidden disclosure. The BSCDCL reserves the right to adopt legal proceedings, civil or criminal, against the SI in relation to a dispute arising out of breach of obligation by the SI under this clause.
- 39.4** The SI shall execute a corporate non-disclosure agreement with BSCDCL in the format provided by the BSCDCL and shall ensure that all its employees, agents and Sub-Contractors execute individual non-disclosure agreements, which have been duly approved by the BSCDCL with respect to this Project.
- 39.5** The SI may only disclose the Confidential Information in the following circumstances:

- a) with the prior written consent of the BSCDCL;
- b) to a member of the SI's Team ("Authorised Person") provided the Authorised Person needs to know the Confidential Information for accomplishment of the Services and the Authorised Person has executed a confidentiality agreement with the BSCDCL prior to receiving such information (SI and every other member of SI's Team shall ensure that such Authorised Person to whom such information is disclosed are bound by the similar confidentiality obligations as applicable to each member of SI's Team. Disclosure to any such Authorised Person shall be made in confidence on need to know basis i.e., so far as may be necessary for such Authorised Person for the purposes of-performance of the obligations of the Contract); and
- c) if and to the extent that the SI is compelled legally to disclose the Confidential Information.

39.6 When the SI is aware of any steps being taken or considered to compel legally the SI or an Authorised Person to disclose the Confidential Information, it shall:

- a. to the extent legally permitted, defer and limit the disclosure with a view to preserving the confidentiality of the Confidential Information as much as possible;
- b. promptly notify the BSCDCL; and
- c. do anything reasonably required by the BSCDCL to oppose or restrict that disclosure.

39.7 The SI shall notify the BSCDCL promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by the Contract or with the authority of the BSCDCL.

39.8 Any Confidential Information disclosed by SI shall be treated as Confidential Information by the BSCDCL on the same terms and conditions above as applicable to the Confidential Information of the BSCDCL.

39.9 All documentation and media at the respective Datacenter Sites shall be properly identified, labelled and numbered by the SI. SI shall keep track of all such items and provide a summary report of these items to the BSCDCL on a monthly basis.

39.10 The obligations of confidentiality under the Contract shall remain in force for the Term of the Contract and shall survive for a period of three (3) years after expiry of the Term or earlier termination.

39.11 Obligations under this clause shall not apply to any information which is: (a) previously known to the SI at the time of disclosure without obligation of confidentiality, (b) independently developed by SI and not derived from the Confidential Information supplied by the SI or the participation of individuals who have had access to Confidential Information, (c) disclosed to SI by a third party without an obligation of confidentiality, (d) in or subsequently comes into the public domain (other than as a result of a breach of the Contract); or (e) required to be disclosed by the SI by law, regulation, court order or other legal process, provided, where legally permissible, SI provides written notice to the BSCDCL prior to such disclosure and provide reasonable assistance to the BSCDCL in retaining the confidentiality of such information.

40 Events of Default by SI

40.1 The failure on the part of SI to perform any of its obligations or comply with any of the terms of the Contract shall constitute an Event of Default on the part of SI. The events of default are but not limited to:

- i.** SI/ Bidder's Team has failed to perform the obligations under the Contract failed to execute the Scope of Work or provide Services under the Contract, or
- ii.** SI/ Bidder's Team has failed to confirm / adhere to any of the key performance indicators as laid down in the RFP and in the Contract. The above mentioned failure on the part of SI may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the BSCDCL;
- iii.** SI has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the BSCDCL, despite being served with a default notice which laid down the specific deviance on the part of SI/ SI's Team to comply with any stipulations or standards as laid down by the BSCDCL; or
- iv.** SI/ SI's Team has failed to adhere to any amended direction, instruction, modification or clarification as issued by the BSCDCL during the Term of this Contract and which the BSCDCL deems proper and necessary for the execution of the Scope of Work under this Contract
- v.** SI/ SI'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
- vi.** 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 SI.
- vii.** SI/ Bidder's Team has failed to comply with or is in breach or contravention of any Applicable Laws.
- viii.** Undue delay in achieving the agreed timelines for delivering the services under the Contract.
- ix.** Quality of Deliverables and services consistently not being to the satisfaction of the BSCDCL;

40.2 Where there has been an occurrence of such defaults inter alia as stated above, the BSCDCL shall issue a notice of default to SI, 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.

40.3 Where despite the issuance of a default notice to SI by the BSCDCL, SISI fails to remedy the default to the satisfaction of the BSCDCL, the BSCDCL may, where it deems fit, issue to the defaulting party another default notice or proceed to contract termination.

40.4 Consequences for Events of Default

Where an Event of Default subsists or remains uncured, the BSCDCL shall be entitled to:

- i. Impose any such obligations and conditions and issue any clarifications as may be necessary to, inter alia, ensure smooth continuation of the Services and the project which the SI shall be obliged to comply with, which may include unilateral re-determination of the consideration payable to the SI under the Contract. The SI shall in addition take all available steps to minimize loss resulting from such event of default.
- ii. Suspend all payments to the SI under the Agreement by written notice of suspension to the SI provided that such notice of suspension shall (a) specify the nature of failure; and (b) request the SI to remedy such failure within a specified period from the date of receipt of such notice of suspension by the SI
- iii. Where the BSCDCL deems it necessary, it shall have the right to require replacement of any of the Sub-Contractors with another suitable sub-contractor. The Sub-Contractor/ SI shall in such case terminate forthwith all their agreements/contracts, other arrangements with such Sub-Contractor and find out the suitable replacement for such outgoing subcontractor with another Sub-Contractor to the satisfaction of the BSCDCL, who shall execute such contracts with the BSCDCL as the BSCDCL may require. Failure on the part of the SI to find a suitable replacement and/or terminate all agreements/contracts with such member, shall amount to a breach of the terms hereof and the BSCDCL in addition to all other rights, have the right to claim damages and recover from the SI all losses/ or other damages that may have resulted from such failure.
- iv. Terminate the Contract in full or in part.
- v. Retain such amounts from the payment due and payable by the BSCDCL to the SI as may be required to offset any losses caused to the BSCDCL as a result of such event of default and the SI shall compensate the BSCDCL for any such loss, damages or other costs, incurred by the BSCDCL in this regard. Nothing herein shall effect the continued obligation of the subcontractor / other members of its Team to perform all their obligations and responsibilities under the Contract in an identical manner as were being performed before the occurrence of the default.
- vi. Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce indemnity provisions, recover such other costs/losses and other amounts from the SI which may have resulted from such default and pursue such other rights and/or remedies that may be available to the BSCDCL under law.

41 Termination

41.1 The BSCDCL may, terminate this Contract in whole or in part by giving SI a prior and written notice indicating its intention to terminate the Contract under the following circumstances:

- i.** Where the BSCDCL is of the opinion that there has been such Event of Default on the part of SI / SI's Team which would make it proper and necessary to terminate the Contract and may include failure on the part of SI to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under the Contract.
- ii.** Where it comes to the BSCDCL's attention that SI (or SI's Team) is in a position of actual conflict of interest with the interests of the BSCDCL, in relation to any of terms of SI's Bid, the RFP or this Contract.
- iii.** Where SI'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 SI, any failure by SI to pay any of its dues to its creditors, the institution of any winding up proceedings against SI or the happening of any such events that are adverse to the commercial viability of SI. In the event of the happening of any events of the above nature, the BSCDCL 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
- iv.** BSCDCL may terminate the Contract Agreement due to reason specified in clause 44;
- v.** BSCDCL may terminate the Agreement if it comes to knowledge of the BSCDCL that the SI or any of the SI's personnel or the SI's Sub-Contractors or such Sub-contractor's personnel have been involved in any fraudulent or corrupt practices or any other practice of similar nature.

41.2 Termination for Insolvency: The BSCDCL may at any time terminate the Contract by giving written notice to SI, without compensation to SI, if SI 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 BSCDCL.

41.3 SI may, subject to approval by the BSCDCL, terminate this Contract before the expiry of the Term by giving the BSCDCL a prior and written notice at least 3 months in advance indicating its intention to terminate the Contract.

42 Consequence of Termination

42.1 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 BSCDCL 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 SI 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 BSCDCL and/ or the successor agency/ service provider, as may be required, to take over the obligations of SI in relation to the execution/continued execution of the requirements of the Contract.

42.2 Where the termination of the Contract is prior to its stipulated Term on account of a Default on the part of SI or due to the fact that the survival of SI as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the BSCDCL, through unilateral re-determination of the consideration payable to SI, shall pay SI for that part of the Services which have been authorized by the BSCDCL and satisfactorily performed by SI up to the date of termination. Without prejudice to any other rights, the BSCDCL may retain such amounts from the payment due and payable by the BSCDCL to SI as may be required to offset any losses caused to the BSCDCL as a result of any act/omissions of SI. In case of any loss or damage due to default on the part of SI in performing any of its obligations with regard to executing the Schedule of Requirements under the contract, SI shall compensate the BSCDCL for any such loss, damages or other costs, incurred by the BSCDCL. 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 SI 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 BSCDCL and as may be proper and necessary to execute the Schedule of Requirements under the Contract in terms of SI's Bid, the Bid Document and the Contract

42.3 Nothing herein shall restrict the right of the BSCDCL to invoke the Bank Guarantee and other Guarantees furnished hereunder and pursue such other rights and/or remedies that may be available to the BSCDCL under law.

42.4 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.

42.5 Any and all payments under this clause shall be payable only after the SI has complied with and completed the transition and exit management as per the Exit Management Plan to the satisfaction of the BSCDCL. In case of expiry of the Agreement, the last due payment shall be payable to the SI after the SI has complied with and completed the transition and exit management as per the Exit Management Plan to the satisfaction of the BSCDCL.

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 SI 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 C 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 Authority.
- 44.3 SI and the Authority 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.
- 44.4 SI shall assess the CCN and complete Part B of the CCN. In completing Part B of the CCN SI/Lead Bidder shall provide as a minimum:
- a description of the change;
 - a list of deliverables required for implementing the change;
 - a timetable for implementation;
 - an estimate of any proposed change; o any relevant acceptance criteria;
 - an assessment of the value of the proposed change;
 - Material evidence to prove that the proposed change is not already covered within the scope of the RFP, Agreement and Service Levels.
- 44.5 Prior to submission of the completed CCN to the Authority or its nominated agencies, SI shall undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, SI shall consider the materiality of the proposed change in the context of the Agreement, the sites, Service levels affected by the change and the total effect that may arise from implementation of the change.
- 44.6 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 SI meets the obligations as set in the CCN. In the event SI 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 SI. Change requests and CCNs shall be reported monthly to each Party's representative who shall prioritize and review progress.

45. Quotation

- a.** SI shall assess the CCN and complete Part B of the CCN. In completing

Part B of the CCN SI/Lead Bidder shall provide as a minimum: o a description of the change;

- a list of deliverables required for implementing the change; o a timetable for implementation;
- an estimate of any proposed change; o any relevant acceptance criteria;
- an assessment of the value of the proposed change;
- Material evidence to prove that the proposed change is not already covered within the scope of the RFP, Agreement and Service Levels.

- b. CAPEX Cost for the change request in CCN will be one-time fee and will be included in the subsequent invoice of the next quarter. Additional O&M cost for the change as per the CCN will be paid with the along with subsequent quarterly invoices.
- c. Prior to submission of the completed CCN to the BSCDCL or its nominated agencies, SI shall undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, SI shall consider the materiality of the proposed change in the context of the Agreement, the sites, Service Levels affected by the change and the total effect that may arise from implementation of the change.

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 SI meets the obligations as set in the CCN. In the event SI 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 SI. Change requests and CCNs shall be reported monthly to each Party's representative who shall prioritize and review progress.

B. SERVICE LEVELS

46. Purpose

- 46.1 The purpose is to define the levels of service provided by SI to the BSCDCL for the duration of the contract. The benefits of this are:
- 46.2 Start a process that applies to BSCDCL and SI attention to some aspect of performance, only when that aspect drops below the threshold defined by the BSCDCL
- 46.3 Help the BSCDCL control the levels and performance of SI's services
- 46.4 The Service Levels are between the BSCDCL and SI

47. Service Level Agreements & Targets

- 47.1 This section is agreed to by BSCDCL and SI 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 49 shall be used if there is a dispute between BSCDCL and SI 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

The liquidated damages shall come into effect once the notification of Award has been issued by the BSCDCL. It would be mainly applicable on the implementation phase of the project.

48.2 Service Level Agreement

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

- a. Integration with Smart Parking
- b. Integration with Public Bike Sharing
- c. Integration with Smart Pole & Smart Lighting
- d. Integration with Solid Waste Mgmt. Services (Tracking of Solid Waste Vehicles)
- e. Integration with Intelligent Traffic Management System (Police)
- f. Integration with BMC Call Centre & BMC Services
- g. Integration with Bhopal Smart MAP (GIS)
- h. Integration with Bhopal Plus
- i. Integration with DIAL 100
- j. Integration with DIAL 108 & Jannani Express
- k. Integration with Transport Management System (BCLL)
- l. Integration with CCTV Surveillance (Police Deptt.)
- m. Integration with Dynamic Market Place (Mayor Express)
- n. Integration with Emergency Response and Disaster Mgmt.
- o. Integration with Water Management System
- p. Integration with Met Department (Local Weather Forecast)
- q. Integration with Area Based Development (ABD) Services
 - i. Utilities
 - ii. Lighting
 - iii. Metering
 - iv. Surveillance
- r. Any other services implemented in near future during the project period*

*These other services will be additional work and will be taken up as "Change request" following the process defined in Clause 37 and 43 of Vol III of this RFP.

49. Service Levels Agreement (SLA) and Monitoring

- i. Service Level Agreement (SLA) shall become the part of contract between BSCDCL and the Successful bidder. SLA defines the terms of the successful Bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in this section.
- ii. The successful bidder has to comply with Service Levels requirements to ensure adherence to project timelines, quality and availability of services, throughout the period of this contract i.e. during implementation phase and for a period of five (5) years. The successful bidder has to supply appropriate software/hardware/ automated tools as may be required to monitor and submit reports of all the SLAs mentioned in this section.

- iii. The Service Level parameters defined in Clause 42 shall be monitored on a periodic basis, as per the individual parameter requirements. SI shall be responsible for providing appropriate web based online SLA measurement and monitoring tools for the same. SI shall be expected to take immediate corrective action for any breach in SLA. In case issues are not rectified to the complete satisfaction of BSCDCL, within a reasonable period of time defined in this RFP, then the BSCDCL shall have the right to take appropriate penalizing actions, or termination of the contract.
- iv. For purposes of the SLA, the definitions and terms as specified in the document along with the following terms shall have the meanings set forth below:
- a) **“Total Time”** - Total number of hours in the quarter (or the concerned period) being considered for evaluation of SLA performance.
 - b) **“Uptime”** – Time period for which the specified services/ outcomes are available in the period being considered for evaluation of SLA. Formulae for calculation of Uptime:
$$Uptime (\%) = \{1 - [(Downtime) / (Total\ time -\ scheduled\ maintenance\ time)]\} * 100$$
 - c) **“Downtime”**- Time period for which the specified services/ components/ outcomes are not available in the concerned period, being considered for evaluation of SLA, which would exclude downtime owing to Force Majeure & Reasons beyond control of the successful bidder.
 - d) **“Scheduled Maintenance Time”** - Time period for which the specified services/ components with specified technical and service standards are not available due to scheduled maintenance activity. The successful bidder is required to take at least 10 days prior approval from BSCDCL for any such activity. The scheduled maintenance should be carried out during non-peak hours (like post mid-night, and should not be for more than 4 hours. Such planned downtime would be granted max 4 times a year.
 - e) **“Incident”** - Any event / abnormalities in the service being rendered, that may lead to disruption in normal operations and services to the end user.
 - f) **“Response Time”** - Time elapsed from the moment an incident is reported in the Helpdesk over phone or by any applicable mode of communication, to the time when a resource is assigned for the resolution of the same.
 - g) **“Resolution Time”** - Time elapsed from the moment incident is reported to Helpdesk either in person or automatically through system, to the time by which the incident is resolved completely and services as promised are restored.

50. Penalties

- A maximum level of performance penalties is established and described in the section
- 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 30% 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 35 of this Section of RFP respectively and the consequences as provided in Clause 36 of this section of RFP shall follow.
- The payment to the agency shall be on Quarterly basis however the penalty shall be calculated on monthly basis as per the SLAs stated in the RFP.

51. Measurement of SLA

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. (For e.g. if SLA point score is 80 then the SI will get 20% 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, debit points are imposed for the breach.

The credit (+) points earned during the quarter will be considered for computing penalty. The quarterly payment shall be made after deducting the liquidated damages as mentioned above.

The aforementioned SLA parameters shall be measured as per the individual SLA parameter requirements and measurement methods, through appropriate SLA Measurement tools to be provided by the SI and approved and audited by BSCDCL or its appointed Consultant for accuracy and reliability.

BSCDCL shall also have the right to conduct, either itself or through any other agency as it may deem fit, an audit / revision of the SLA parameters. The SLAs defined, shall be reviewed by BSCDCL on an annual basis after consulting the SI, Project Management Consultants and other experts. All the changes would be made by BSCDCL after consultation with the SI and might

include some corrections to reduce undue relaxation in Service levels or some corrections to avoid unrealistic imposition of liquidated damages, which are noticed after project has gone live.

Total liquidated damages to be levied on the SI shall be capped at 10% of the total contract value. However, BSCDCL would have right to invoke termination of the contract in case the overall liquidated damages equals 10% of total contract value. Liquidated damages to be levied during Post Implementation period shall be capped at 10% of the OPEX value. BSCDCL would also have right to invoke termination of contract in case cumulative debit point (breach points) are above 30 in 2 consecutive quarters.

51.1 Pre Implementation SLA

Timely 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 Requirement	Level	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 Parameter	of Level	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 (solely attributable to vendor) would attract a liquidated damage per week of 0.2% of the Total CAPEX of Request Order value per week for first 8 weeks and 0.3% per week for every subsequent week. If the liquidated damage reaches 10% of the total contract value, Authority may invoke termination clause. Liquidated damage will be computed on Total Capex value of contract/ Request order value of the particular phase

51.2 SLA Matrix for Post Implementation SLAs

#	Performance Area	Baseline		Lower Performance		Breach	
		Metric	Points	Metric	Points	Metric	Points
1. Application Performance (includes any user/system application related to the project)							
1	Overall application(s) availability – Command & Control Center	99%	20	>= 96.5 % to <99%	10	< 96.5 %	0
2	Reports Generation Response Time (Alerts/MIS/Logs etc.)	Simple query - < 5secs Medium complexity query - <30 secs High Complexity query - < 1min	5	Simple complexity Query = 5.01 – 10 secs Medium complexity query = 30.01 – 60 secs High Complexity query = < 60.1 sec – 2 min	2.5	Simple complexity Query = > 10 secs Medium complexity query = > 60 secs High Complexity query = > 2 min	0
3	Maximum time for successful settings modification of field devices	< 4 secs	5	4.01 – 6.0 secs	2.5	>6 secs	0
2. End-User Equipment Uptime							
1	Monitoring workstations at Command Centers	99%	5	>= 96 % to <99%	2.5	< 96 %	0

Request for Proposal for Selection of System Integrator (MSI) for Implementation of Integrated Command and Control Center for Bhopal Smart City Development Corporation Limited (BSCDCL) at Bhopal

#	Performance Area	Baseline		Lower Performance		Breach	
		Metric	Points	Metric	Points	Metric	Points
2	IP Phones	98%	5	>= 96 % to <98%	2.5	< 96 %	0
3. Underlying IT Infrastructure Uptime/Availability at Data Centers							
1	Production Servers Uptime	99.98%	20	>= 99.5 % to <99.97%	10	< 99.5%	0
2	Storage System Uptime	99.98%	20	>= 99.5 % to <99.97%	10	< 99.5%	0
4. Security /Patch Services for IT Infrastructure							
1	Firewall and any other security appliance Uptime	100%	15	97 % to 99.99%	7.5	< 97%	0
2	Security rules update within 2 hours of approved change management request	0 violations of service parameters	1	1 – 4 violations	0.5	> 4 violations	0
3	Anti-virus, Anti-spyware, Anti-spam updates within 24 hrs. of request	0 violations of service parameters	1	1 – 4 violations	0.5	> 4 violations	0
4	Critical Patches – within 48 hours of patch release.	0 violations of service parameters	1	1 – 4 violations	0.5	> 4 violations	0
5	Non Critical Patches – within 15 days of patch release.	Up-to 1 violations of service parameters	1	2 – 5 violations	0.5	> 5 violations	0
6	Resolution of Issue	<8 Hrs (for Critical issue) <16 Hrs (for Medium issue) <4 days (for Low issue)	1	<12 Hrs and >=8 hrs(for Critical issue) <24 Hrs and >=16 (for Medium issue) <8 days and >=4 (for Low issue)	0.5	>12 Hrs (for Critical issue) >24 Hrs (for Medium issue) >8 days (for Low issue)	0
Total Score			100		50		0

51.2.1 General Instructions related to SLAs mentioned above

- a. Theft cases by default would not be considered as “beyond the control of Bidder”. However, certain cases, based on circumstances & certain locations, BSCDCL/End user department may agree to qualify as “beyond the control of Bidder”.
- b. Power shut down would not be considered as “beyond the control of Bidder”.
- c. Damages due to Road Accident / Mishap shall be considered as “beyond the control of Bidder”.
- d. Deliberate damage to field devices: camera, Pole etc. would not be considered as “beyond the control of Bidder”
- e. Bidder is advised to have stronger poles & proper housing to protect from such damages.
- f. Bidder is also required to note that in case of SLAs not being made applicable for cases considered as “beyond the control of bidders”, Bidder would still need to replace the component (if it is not functional as per SLA) within the SLA defined for Resolution of Critical Level / Medium Level / Low level issues. In case bidder doesn’t adhere to the Issue Resolution SLA timelines, the original SLA shall be made applicable.

51.2.2 Security Breach SLA

Note – This SLA for Security Breach is applicable over and above the SLAs mentioned in above table.

Definition	Security of the video feeds and the overall system is quite important and Successful Bidder shall be required to ensure no compromise is done on the same. Security Breach types considered for this SLA are– <ul style="list-style-type: none"> • Availability of Video feeds to any other user than those authorized by BSCDCL/End user department and provided passwords • Availability of any report / data to any other user than those authorized by BSCDCL/End user department, and provided passwords • Successful hacking of any active component on the network by any unauthorized user Or any other privacy rule is broken as per Govt. of India guidelines
Service Level Requirement	Security compliance of the system should be 100%
Measurement of Level Service Para Meter	Any reported security breach shall be logged into the SLA Management solution as a security breach
Penalty for non-achievement of SLA Requirement	For every security breach reported and proved, there shall be a penalty of INR 2,00,000/- or lead to termination of contract

51.2.3 Breach in supply of Technical Manpower

Note – This SLA for supply of Technical Manpower is applicable over and above the SLAs mentioned in the above table.

Definition	Bidder is required to propose the CVs of the required technical manpower (as mentioned in Vol 2). It is vital that such manpower is available to BSCDCL/End user department and performs to the expected levels. The current SLA breach shall specify penalty amount for non-availability of these man-power.								
Service Level Requirement	Availability of the required man-power should be 100%. SI to implement the biometric attendance system and share the attendance report of each person proposed as part of team on monthly basis with BSCDCL.								
Measurement of Service Level Parameter	<p>Following instances would be considered as SLA non-compliances:</p> <ul style="list-style-type: none"> • Replacement of a profile by the Bidder (only one replacement per profile – with equal or higher qualification and experience – would be permitted per year) • Non-deployment of the profile for more than 1 month. Authority reserves the right to ask SI to replace (with equal or higher qualification and experience) the profile if the performance / commitment are not up to the mark <p>Note: Replacement due to reasons not in control of SI (like resignation of the resource, accident, etc.) would not be counted in the permissible 1 replacement.</p>								
Penalty for non-achievement of SLA Requirement	<p>For every SLA non-compliance reported and proved, there shall be a penalty as given below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: #f2f2f2;">Team Member</th> <th style="background-color: #f2f2f2;">Penalty</th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td> <ul style="list-style-type: none"> • Penalty of Rs 25,000 in 1st week of non-availability • Penalty of Rs. 50,000 in 2nd week of non-availability and thereafter </td> </tr> <tr> <td>For Technical Experts</td> <td> <ul style="list-style-type: none"> • Penalty of Rs 25,00 per day of non-availability for 7 days • Penalty of Rs. 5,000 per day of non-availability after 7 days </td> </tr> <tr> <td>For all other team members</td> <td> <ul style="list-style-type: none"> • Penalty of Rs 1,000 per day of non-availability </td> </tr> </tbody> </table>	Team Member	Penalty	Project Manager	<ul style="list-style-type: none"> • Penalty of Rs 25,000 in 1st week of non-availability • Penalty of Rs. 50,000 in 2nd week of non-availability and thereafter 	For Technical Experts	<ul style="list-style-type: none"> • Penalty of Rs 25,00 per day of non-availability for 7 days • Penalty of Rs. 5,000 per day of non-availability after 7 days 	For all other team members	<ul style="list-style-type: none"> • Penalty of Rs 1,000 per day of non-availability
Team Member	Penalty								
Project Manager	<ul style="list-style-type: none"> • Penalty of Rs 25,000 in 1st week of non-availability • Penalty of Rs. 50,000 in 2nd week of non-availability and thereafter 								
For Technical Experts	<ul style="list-style-type: none"> • Penalty of Rs 25,00 per day of non-availability for 7 days • Penalty of Rs. 5,000 per day of non-availability after 7 days 								
For all other team members	<ul style="list-style-type: none"> • Penalty of Rs 1,000 per day of non-availability 								

51.2.4 Explanation Notes for SLA Matrix

A) Application Availability

Definition	Application availability refers to the total time when the Application is available to the users for performing all activities and tasks.
Measurement of Service level Parameter	$[(\text{Total Uptime of the Application in a quarter}) / (\text{Total Time in a quarter})] * 100$

B) Issue Resolution

Explanation	Issue Resolution SLA shall monitor the time taken to resolve a complaint / query after it has been reported by BSCDCL/End user department to the Successful Bidder.
Service Level Requirement	<p>Different Issues/Queries shall be classified as in following three categories as defined above.</p> <p>Critical : Issue that impacts more than one production services / is raised by higher management / is impacting high importance areas</p> <p>Medium: Issue that doesn't impact more than one production services but has a potential to impact or may get escalated to top management if not resolved quickly</p> <p>Low: Upgrades, shifting, preventive maintenance. Issues which don't have impact on services.</p>

43. Reporting Procedures

- 43.1.** SI 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 BSCDCL management personnel as directed by BSCDCL.
- 43.2.** Also, SI may be required to get the Service Level performance report audited by a third-party Auditor appointed by the BSCDCL.

44. Issue Management Procedures

44.1. 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 BSCDCL and Bidder.

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.

44.2. Issue Management Process

- 44.2.1.** Either BSCDCL or SI 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.
- 44.2.2.** 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.

- 44.2.3.** 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.

52. Service Level Change Control

52.1 General

It is acknowledged that this **Service levels may change as BSCDCL'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. BSCDCL and Bidder management escalation process to be used in the event that an issue is not being resolved in a timely manner by the lowest possible level of management.

Any changes to the levels of service provided during the term of this Agreement shall be requested, documented and negotiated in good faith by both parties. Either party can request a change.

- 52.2 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. SI's representative shall maintain and distribute current copies of the Service Level document as directed by BSCDCL. Additional copies of the current Service Levels shall be available at all times to authorized parties.

- 52.3 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.

C. 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 BSCDCL	Date:	
Name:		
Signature:		
Received by the Bidder	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 Bidder	Date:
Name:	
Signature:	
Change Control Note	CCN Number :
Part C : Authority 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 BSCDCL and its nominated Agencies	For SI
Signature	Signature
Name	Name
Title	Title
Date	Date

Annex II: Form of Agreement

THIS Agreement made thedate of.....2016, between.....(hereinafter.....referred to as the “SI”) of the one part and (hereinafter called the “BSCDCL”) of the other part.

WHEREAS SI has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract and is about to perform services as specified in this RFP(hereinafter called “works”) mentioned, enumerated or referred to in certain Contract conditions, specification, scope of work, other sections of the RFP, covering letter and schedule of prices which, for the purpose of identification, have been signed by on behalf of the

SI and(the BSCDCL) on behalf of the BSCDCL and all of which are deemed to form part of the Contract as though separately set out herein and are included in the expression “Contract” whenever herein used.

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

- a. The BSCDCL has accepted the tender of SI for the provision and execution of the said works for the sum ofupon the terms laid out in this RFP.
- b. SI hereby agrees to provide Services to BSCDCL, 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:

Complete Request for Proposal (RFP) Document	<i>Volumes I, II and III of the RFP and corrigendum and addendum, if any</i>
Break-up of cost components	<i>Lead Bidder’s Commercial bid</i>
The BSCDCL’s Letter of Intent dated <<>>	<i>To be issued later by the BSCDCL</i>
SI’s Letter of acceptance dated <<>>	<i>To be issued later by the SI</i>
Bid submitted by SI as per file No. <<>>	

- d. The mutual rights and obligations of the “BSCDCL” and SI shall be as set forth in the Agreement, in particular:
 - SI shall carry out and complete the Services in accordance with the provisions of the Agreement; and
 - the “BSCDCL” shall make payments to SI in accordance with the provisions of the Agreement.

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 SI by the BSCDCL as hereinafter mentioned, SI 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 BSCDCL shall pay to SI the said sum ofor such other sums as may become payable to SI 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 : _____