



REQUEST FOR PROPOSAL (RFP)
for
**SELECTION OF MASTER SYSTEM INTEGRATOR FOR
IMPLEMENTATION OF
INTELLIGENT TRAFFIC MANAGEMENT SYSTEM (ITMS), CITY
SURVEILLANCE SYSTEM & INTEGRATED COMMAND AND
CONTROL CENTRE (ICCC) IN RAIPUR CITY**

Volume 3 – Master Service Agreement

RFP Number: RFP No.: 108/RSCL/ITMS-

ICCC/2017-18 Date: 21/04/2017

Last date for Bid Submission: 15/05/2017

Invited by

Raipur Smart City Limited (RSCL)

Near Indoor Stadium, Opposite Budhatalab,

Raipur-492001, Chhattisgarh.

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A. General Conditions of Contract (GCC)

1. Definition of Terms

1. **“Acceptance of System”** The system shall be deemed to have been accepted by the Authority, subsequent to its installation, rollout and deployment of trained manpower, when all the activities as defined in Scope of Work have been successfully executed and completed to the satisfaction of Authority. Refer to Section 4 & 6 of the RFP Volume II.
2. **“Applicable Law(s)”** Any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project.
3. **“Authority”** means the Raipur Smart City Limited. The project shall be executed in Raipur and shall be owned by Raipur Smart City Limited.
4. **“Bidder”** shall mean organization/consortium submitting the proposal in response to this RFP.
5. **“MSI”** means the bidder who is selected by the Authority at the end of this RFP process. The agency shall carry out all the services mentioned in the scope of work of this RFP.
6. **“Contract”** means the Contract entered into by the parties with the entire documentation specified in the RFP.
7. **“Contract Value”** means the price payable to MSI under this Contract for the full and proper performance of its contractual obligations.
8. **“Commercial Off-The-Shelf (COTS)”** refers to software products that are ready-made and available for sale, lease, or license to the general public.
9. **“Data Centre Site”** means the Data Centre sites including their respective Data Centre space, wherein the delivery, installation, integration, management and maintenance services as specified under the scope of work are to be carried out for the purpose of this contract.
10. **“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.
11. **“Effective Date”** means the date on which this Contract is signed or LoI is issued by Authority, whichever is earlier and executed by the parties hereto. 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.

12. **"GCC"** means General Conditions of Contract
13. **"Goods"** means all of the equipment, sub-systems, hardware, software, products accessories, software and/or other material/items which MSI is required to supply, install and maintain under the contract.
14. **"Integrated Command and Control Centre" OR "ICCC"** means the center from where RSCL/RMC/Raipur Police department would conduct surveillance on security and civil issues on the entire Raipur City.
15. **"SDC"** means the State Data Center, Chhattisgarh wherein the data center hardware and software shall be placed. The site for ICCC shall be Multilevel Parking, Near Jaistamp Chowk, Raipur.
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.
17. **"Go- Live"** means installation, testing, commissioning of project, and commencement of all smart city components, including training as per scope of work mentioned in RFP. Bidder should have the approval from Authority for user acceptance testing.
18. **"Notice"** means: a notice; or a consent, approval or other communication required to be in writing under this Contract.
19. **"OEM"** means the **Original Equipment Manufacturer of any equipment/system/software/product** which are providing such goods to the Authority under the scope of this RFP.
20. **"MSI's Team"** means MSI who has to provide goods & services to the Authority under the scope of this Contract. This definition shall also include any and/or all of the employees of MSI, authorized service providers/partners and representatives or other personnel employed or engaged either directly or indirectly by MSI for the purposes of this Contract.
21. **"Consortium"** means the entity named in the contract for any part of the work has been sublet with the consent in writing of the Authority and the heirs, legal representatives, successors and assignees of such person.
22. **"Replacement Service Provider"** means the organization replacing MSI in case of contract termination for any reasons
23. **"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 Authority and the heirs, legal representatives, successors and assignees of such person.

24. **“SCC”** means Special Conditions of Contract.
25. **“Services”** means the work to be performed by the agency pursuant to this RFP and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the Authority.
26. **“Server Room”** or **“Data Center”** shall have the same meaning.

2. Interpretation

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.
 - j. In the event of an inconsistency between the terms of this Contract and the RFP and the Bid, the terms hereof shall prevail.

3. Conditions Precedent

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

1. Furnishing by MSI, an unconditional and irrevocable Performance Bank Guarantee (PBG) (Annexure 5 (A) of the RFP Volume I) and acceptable to the Authority which would remain valid until such time as stipulated by the Authority.
2. Obtaining of all statutory and other approvals required for the performance of the Services under this Contract. This may include approvals/clearances, wherever applicable, that may be required for execution of this contract e.g. clearances from Government authorities for importing equipment, exemption of Tax/Duties/Levies, work permits/clearances for Bidder/Bidder's team, etc.
3. Furnish notarized copies of any/all contract(s) duly executed by MSI and its OEMs existing at the time of signing of this contract in relation to the Authority's project. Failure to do so within stipulated time of signing of contract would attract penalty as defined in clause 42 in this Section.
4. Furnishing of such other documents as the Authority may specify/demand.
5. The Authority reserves the right to waive any or all of the conditions specified in Clause 3 above in writing and no such waiver shall affect or impair any right, power or remedy that the Authority may otherwise have.
6. In the event that any of the conditions set forth in Clause 3 hereinabove are not fulfilled within 1 months from the date of this Contract, or such later date as may be mutually agreed upon by the parties, the Authority may terminate this Contract.
7. In case there is a contradiction between the sections, the below hierarchy of sections in order of precedence :
 - a. Pre-bid clarification and Corrigendum, if any
 - b. Section 4 and 6 of RFP volume II
 - c. Annexures of RFP volume II
 - d. RFP volume I

4. Scope of work

1. Scope of the work shall be as defined in RFP Volume II and Annexures thereto of the tender.
2. Authority has engaged MSI to provide services related to implementation of of Intelligent Traffic Management System (ITMS), City Surveillance System and Integrated Command and Control Centre (ICCC) in Raipur City using which the Authority intends to perform its business operations. MSI is required to provide such

goods, services and support as the Authority may deem proper and necessary, during the term of this Contract, and includes all such processes and activities which are consistent with the proposals set forth in the Bid, the Tender and this Contract and are deemed necessary by the Authority, in order to meet its business requirements (hereinafter 'scope of work').

5. Key Performance Measurements

1. Unless specified by the Authority to the contrary, MSI shall deliver the goods, perform the services and carry out the scope of work in accordance with the terms of this Contract, Scope of Work and the Service Specifications as laid down under Section C (Service Level Agreement) of this section.
2. If the Contract, scheduled requirements, service specification includes more than one document, then unless the Authority specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.
3. The Authority reserves the right to amend any of the terms and conditions in relation to the Contract/Service Specifications and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Schedule of Requirements.

6. Commencement and Progress

1. MSI shall subject to the fulfillment of the conditions precedent above, commence the performance of its obligations in a manner as per the Scope of Work (RFP Volume II).
2. MSI 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.
3. MSI shall be responsible for and shall ensure that all activities/services are performed in accordance with the Contract, Scope of Work and Service Specifications and that MSI's Team complies with such Specifications and all other standards, terms and other stipulations/conditions set out hereunder.
4. MSI 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. MSI shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Authority and shall, at all times, support and safeguard the Authority's legitimate interests in any dealings with Third parties.

7. Standards of performance

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

8. Approvals and Required Consents

1. The Authority shall extend necessary support to MSI to obtain, maintain and observe all relevant and customary regulatory and governmental licenses, clearances and applicable approvals (hereinafter the "Approvals") necessary for MSI to provide the Services. The costs of such Approvals shall be borne by MSI. Both parties shall give each other all co-operation and information reasonably.
2. The Authority shall also provide necessary support to Bidder in obtaining the Approvals. In the event that any Approval is not obtained, MSI and the Authority shall co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for the Authority, to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such Approval is obtained, provided that MSI shall not be relieved of its obligations to provide the Services and to achieve the Service Levels until the Approvals are obtained if and to the extent that MSI 's obligations are dependent upon such Approvals.

9. Constitution of Consortium

1. For the purposes of fulfillment of its obligations as laid down under the Contract, where the Authority deems fit and unless the contract requires otherwise, Prime Bidder shall be the sole point of interface for the Authority and would be absolutely accountable for the performance of its own, the other member of Consortium and/or its Team's functions and obligations.
2. The Consortium member has agreed that MSI is the prime point of contact between the Consortium member and the Authority and it shall be primarily responsible for the discharge and administration of all the obligations contained herein and, the Authority, unless it deems necessary shall deal only with MSI. The Prime bidder shall be jointly and severally responsible for complete scope, whereas consortium partners shall be severally responsible only for its respective scope.
3. Without prejudice to the obligation of the Consortium member to adhere to and comply with the terms of this Contract, the Consortium member has executed and submitted a Power of Attorney in favor of MSI 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.

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

10. Bidder's Obligations

1. MSI's obligations shall include all the activities as specified by the Authority in the Scope of Work and other sections of the Tender and Contract and changes thereof to enable Authority to meet the objectives and operational requirements. It shall be MSI's responsibility to ensure the proper and successful implementation, performance and continued operation of the proposed solution in accordance with and in strict adherence to the terms of his Bid, the Tender and this Contract.
2. In addition to the aforementioned, MSI shall provide services to manage and maintain the said system and infrastructure as mentioned in Section 1 of RFP Volume II
3. Authority reserves the right to interview the personnel proposed that shall be deployed as part of the project team. If found unsuitable, the Authority may reject the deployment of the personnel. But ultimate responsibility of the project implementation shall lie with MSI.
4. Authority reserves the right to require changes in personnel which shall be communicated to MSI. MSI with the prior approval of the Authority may make additions to the project team. MSI shall provide the Authority with the resume of Key Personnel and provide such other information as the Authority may reasonably require. The Authority 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, MSI Shall also ensure that the exiting members are replaced with at least equally qualified and professionally competent members.
5. MSI 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, a penalty of INR 2 lacs per such replacement shall be imposed on MSI.
6. MSI should submit profiles of only those resources who shall be deployed on the project. Any change of resource should be approved by the Authority and compensated with equivalent or better resource. The Authority may interview the

resources suggested by MSI before their deployment on board. It does not apply in case of change requested by the Authority.

7. In case of change in its team members, MSI shall ensure a reasonable amount of time overlap in activities to ensure proper knowledge transfer and handover/takeover of documents and other relevant materials between the outgoing and the new member.
8. MSI shall ensure that MSI's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. MSI shall ensure that the services are performed through the efforts of MSI's Team, in accordance with the terms hereof and to the satisfaction of the Authority. Nothing in this Contract relieves MSI from its liabilities or obligations under this Contract to provide the Services in accordance with the Authority's directions and requirements and as stated in this Contract and the Bid to the extent accepted by the Authority and MSI shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team.
9. MSI shall be fully responsible for deployment/installation/development and integration of all the software and hardware components and resolve any problems/issues that may arise due to integration of components.
10. MSI shall ensure that the OEMs supply equipment/components including associated accessories and software required and shall support MSI in the installation, commissioning, integration and maintenance of these components during the entire period of contract. MSI shall ensure that the COTS OEMs supply the software applications and shall support MSI in the installation/deployment, integration, roll-out and maintenance of these applications during the entire period of contract. It must clearly be understood by MSI that warranty and O&M of the system, products and services incorporated as part of system would commence from the day of Go-Live of the respective phase including all the solutions proposed. MSI would be required to explicitly display that he/they have a back to back arrangement for provisioning of warranty/O&M support till the end of contract period with the relevant OEMs. The annual maintenance support shall include patches and updates the software, hardware components and other devices.
11. All the software licenses that MSI proposes should be perpetual software licenses. The software licenses shall not be restricted based on location and the Authority should have the flexibility to use the software licenses for other requirements if required.
12. All the OEMs that Bidder proposes should have Dealer possession licenses.
13. The Authority reserves the right to review the terms of the Warranty and Annual Maintenance agreements entered into between MSI and OEMs and no such agreement/contract shall be executed, amended, modified and/or terminated without the prior written consent of the Authority. An executed copy of each of such agreements/contracts shall, immediately upon execution be submitted by MSI to the Authority.

14. MSI 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 MSI shall ensure that the same is supported by the respective OEM for contract period.
15. If a product is de-supported by the OEM for any reason whatsoever, from the date of Acceptance of the System till the end of contract, MSI should replace the products/solutions with an alternate that is acceptable to the Authority at no additional cost to the Authority and without causing any performance degradation.
16. The Licenses will be in the name of Authority only.
17. MSI shall ensure that the OEMs provide the support and assistance to MSI in case of any problems/issues arising due to integration of components supplied by him with any other component(s)/product(s) under the purview of the overall solution. If the same is not resolved for any reason whatsoever, MSI shall replace the required component(s) with an equivalent or better substitute that is acceptable to Authority without any additional cost to the Authority and without impacting the performance of the solution in any manner whatsoever.
18. MSI 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 Authority.
19. MSI 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. MSI shall ensure that the documentation and training services associated with the components shall be provided by the OEM partner or OEM's certified training partner without any additional cost to the Authority.
20. The training has to be conducted using official OEM course curriculum mapped with the hardware/Software Product's to be implemented in the project.
21. MSI and their personnel/representative shall not alter/change/replace any hardware component proprietary to the Authority and/or under warranty or O&M of third party without prior consent of the Authority.
22. MSI shall provision the required critical spares/components at the designated Datacenter Sites/office locations of the Authority for meeting the uptime commitment of the components supplied by him.
23. MSI's representative(s) shall have all the powers requisite for the execution of scope of work and performance of services under this contract. MSI's representative(s) shall liaise with the Authority's representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. MSI shall extend full co-operation to Authority's representative in the manner required by them for supervision/inspection/observation of the equipment/goods/material, procedures, performance, progress, reports and records pertaining to the works. He shall also have complete charge of MSI's personnel engaged in the performance of the works and to ensure compliance of rules, regulations and safety practice. He shall also cooperate with the other Service

Providers/Vendors of the Authority working at the Authority's office locations & field locations and DC site. Such Bidder's representative(s) shall be available to the Authority's Representative at respective Datacenter during the execution of works.

24. MSI shall be responsible on an ongoing basis for coordination with other vendors and agencies of the Authority in order to resolve issues and oversee implementation of the same. MSI shall also be responsible for resolving conflicts between vendors in case of borderline integration issues.
25. MSI is expected to set up a project office in Raipur City. The technical manpower deployed on the project should work from the same office. However, some resources may be required to work from the client office during the contract period.

26. Access to Sites

- a. Sites would include Data Center's Server Room and ICCC.
- b. The Authority's representative upon receipt of request from MSI intimating commencement of activities at various locations shall give to MSI access to as much of the Sites as may be necessary to enable MSI to commence and proceed with the installation of the works in accordance with the program of work. Any reasonable proposal of MSI for access to Site to proceed with the installation of work in accordance with the program of work shall be considered for approval and shall not be unreasonably withheld by the Authority. Such requests shall be made to the Authority's representative in writing at least 7 days prior to start of the work.
- c. At the site locations, the Authority's representative shall give to MSI access to as much as may be necessary to enable MSI to commence and proceed with the installation of the works in accordance with the program of work or for performance of Facilities Management Services.

27. Start of Installation

- a. Bidder shall co-ordinate with the Authority and stakeholders for the complete setup of sites before commencement of installation of other areas as mentioned in Section 4 & 6: of the RFP Volume II document.
- b. As per TRAI guidelines, resale of bandwidth connectivity is not allowed. In such a case tripartite agreement should be formed between Authority, selected Bidder and Internet Service Provider(s).
- c. The plan and design documents thus developed shall be submitted by MSI for approval by the Authority.
- d. After obtaining the approval from the Authority, MSI shall commence the installation.

28. Reporting Progress

- a. MSI shall monitor progress of all the activities related to the execution of this contract and shall submit to the Authority, 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 along with project plan. The Authority 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 Authority and MSI once in every 15 days during the implementation phase to discuss the progress of implementation. After the implementation phase is over, the meeting shall be held as an ongoing basis, as desired by Authority, to discuss the performance of the contract.
- d. MSI 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 Authority and senior officials of MSI shall be formed for the purpose of this project. These committees shall meet at intervals, as decided by the Authority later, to oversee the progress of the implementation.
- f. All the goods, services and manpower to be provided/deployed by MSI under the Contract and the manner and speed of execution and maintenance of the work and services are to be conducted in a manner to the satisfaction of Authority's representative in accordance with the Contract.
- g. The Authority reserves the right to inspect and monitor/assess the progress/performance of the work/services at any time during the course of the Contract. The Authority may demand and upon such demand being made, MSI shall provide documents, data, material or any other information which the Authority may require, to enable it to assess the progress/performance of the work/service.
- h. At any time during the course of the Contract, the Authority shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by MSI of its obligations/functions in accordance with the standards committed to or required by the Authority and MSI undertakes to cooperate with and provide to the Authority/any other agency appointed by the Authority, all Documents and other details as may be required by them for this purpose. Such audit shall not include Bidder's books of accounts.
- i. 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 Authority's representative shall so notify MSI in writing.

- j. MSI shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time or to ensure compliance to RFP requirements. MSI shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the Authority or Authority's representative that the actual progress of work does not conform to the approved plan MSI shall produce at the request of the Authority'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
- k. The submission seeking approval by the Authority or Authority's representative of such plan shall not relieve MSI of any of his duties or responsibilities under the Contract.
- l. In case during execution of works, the progress falls behind schedule or does not meet the Tender requirements, MSI shall deploy extra manpower/resources to make up the progress or to meet the RFP requirements. Plan for deployment of extra man power/resources shall be submitted to the Authority for its review and approval. All time and cost effect in this respect shall be borne, by MSI within the contract value.

29. Knowledge of Data Center's Server Room and ICCC

- a. MSI shall be granted access to the Data Center's Server Room and ICCC for inspection by the Authority before commencement of installation. The plan shall be drawn mutually at a later stage.
- b. MSI shall be deemed to have knowledge of the Data Center's Server Room, /ICCC and 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, MSI detects physical conditions and/or obstructions affecting the work, MSI shall take all measures to overcome them.

30. Project Plan

- a. Within 15 calendar days of effective date of the contract/Issuance of LoI, MSI shall submit to the Authority for its approval a detailed Project Plan with details of the Project showing the sequence, procedure and method in which he proposes to carry out the works. The Plan so submitted by MSI shall conform to the requirements and timelines specified in the Contract. The Authority and MSI shall discuss and agree upon the work procedures to be followed for effective execution of the works, which

MSI intends to deploy and shall be clearly specified. The Project Plan shall include but not limited to project organization, communication structure, proposed staffing, roles and responsibilities, processes and tool sets to be used for quality assurance, security and confidentiality practices in accordance with industry best practices, project plan and delivery schedule in accordance with the Contract. Approval by the Authority's Representative of the Project Plan shall not relieve MSI of any of his duties or responsibilities under the Contract.

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

31. Adherence to safety procedures, rules regulations and restriction

- a. MSI's Team shall comply with the provision of all laws including labor laws, rules, regulations and notifications issued there under from time to time. All safety and labor laws enforced by statutory agencies and by Authority shall be applicable in the performance of this Contract and Bidder's Team shall abide by these laws.
- b. Access to the Data Center's Server Room, ICCC shall be strictly restricted. No access to any person except the essential members of MSI's Team who are authorized by the Authority 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 Authority only. MSI shall maintain a log of all activities carried out by each of its team personnel.
- c. No access to any staff of bidder, except the essential staff who has genuine work-related need, should be given. All such access should be logged in a loss free manner for permanent record with unique biometric identification of the staff to avoid misrepresentations or mistakes
- d. MSI shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. MSI's Team shall adhere to all security requirement/regulations of the Authority during the execution of the work. Authority's employee also shall comply with safety procedures/policy.
- e. MSI shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

32. Statutory Requirements

- a. During the tenure of this Contract nothing shall be done by MSI 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 Authority indemnified in this regard.

11. Authority's Obligations

1. Authority or his/her nominated representative shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to MSI.
2. Authority shall ensure that timely approval is provided to MSI as and when required, which may include approval of project plans, implementation methodology, design documents, specifications, or any other document necessary in fulfillment of this contract.
3. The Authority's representative shall interface with MSI, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Authority shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Authority is proper and necessary.
4. Authority may provide on Bidder's request, particulars/information/or documentation that may be required by MSI for proper planning and execution of work and for providing services covered under this contract and for which MSI may have to coordinate with respective vendors.
5. Authority shall provide to MSI only sitting space and basic infrastructure not including, stationery and other consumables at the Authority's office locations.
6. Authority reserves the right to procure the hardware including devices on quarterly basis in first year based on actual deployment and O&M shall be applicable whenever the devices are procured and deployed till end of the contract.
7. Site Not Ready: Authority hereby agrees to make the project sites ready as per the agreed specifications, within the agreed timelines. Authority agrees that MSI shall not be in any manner liable for any delay arising out of Authority's failure to make the site ready within the stipulated period.

12. Payments

1. Authority shall make payments to MSI at the times and in the manner set out in the Payment schedule as specified Payment Milestones in RFP Volume II subject to the penalties as mentioned under Clause 42 of Section C- Service Levels of Volume 3. Authority shall make all efforts to make payments to MSI within 45 days of receipt of invoice(s) and all necessary supporting documents.
2. All payments agreed to be made by Authority to MSI in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable, if any, and Authority shall not be liable to pay any such levies/other charges under or in relation to this Contract and/or the Services.
3. No invoice for extra work/change order on account of change order shall be submitted by MSI unless the said extra work/change order has been

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

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

13. Intellectual Property Rights

1. Retention of Ownership except for the rights expressly granted to the Licensee under this Agreement, the Licensor shall retain all right, title and interest in and to the Licensed Technology, including all worldwide Technology and intellectual property and proprietary rights.
2. Preservation of Notice Licensee shall not remove, efface or obscure any copyright notices or other proprietary notices or legends from any Licensed Technology or materials provided under this Agreement, and shall reproduce all such notices and legends when incorporating Licensed Technology or materials into any Integrated Products.
3. Authority shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all processes, products, specifications, reports and other documents which have been newly created and developed by MSI solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. MSI undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the Authority, execute all such agreements/documents and obtain all permits and approvals that may be necessary in regard to the Intellectual Property Rights of the Authority.
4. Pre-existing work: All intellectual property rights existing prior to the Effective Date of this Agreement shall belong to the Party that owned such rights immediately prior to the Effective Date. Subject to the foregoing, the Authority will also have rights to use and copy all intellectual property rights, process, specifications, reports and other document, drawings, manuals etc. provided or used by the MSI / Consortium / subcontractors as part of the Scope of Works under this Agreement for the purpose of this Agreement on non-exclusive, non-transferable, perpetual, royalty-free license to use basis.

5. COTS/ third party products: All Commercially off the Shelf (COTS) products and related solutions and fixes provided pursuant to this Agreement shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such products. Such licenses shall be brought on behalf of and in the name of the Authority or mentioning the Authority as the end user of such licenses. MSI shall be responsible for arranging any licenses associated with products. "Product" means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing which are made available to the Purchaser for license which is published by product owner or its affiliates, or a third party. "Fixes" means product fixes that are either released generally (such as commercial product service packs) or that are provided to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing. Unless otherwise specifically restricted by the Licensing Terms of the COTS products, all intellectual property rights in any development/enhancement/customization etc. done on the COTS products pursuant to this Agreement shall be owned by the Authority.
6. Further, the MSI 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 MSI / Consortium / subcontractors under this Agreement shall be acquired in the name of the Authority and to use such licenses till the Term on behalf of the Authority solely for the purpose of execution of any of its obligations under the terms of this Agreement. However, subsequent to the term of this Agreement, such approvals etc. shall endure to the exclusive benefit of the Authority.
7. MSI shall not copy, reproduce, translate, adapt, vary, modify, disassemble, decompile or reverse engineer or otherwise deal with or cause to reduce the value of the Materials except as expressly authorized by Authority in writing

14. Taxes

1. MSI shall bear all personnel taxes levied or imposed on its personnel, or any other member of MSI's Team, etc. on account of payment received under this Contract. MSI shall bear all corporate taxes, levied or imposed on MSI on account of payments received by it from the Authority for the work done under this Contract.
2. MSI shall bear all taxes and duties etc. levied or imposed on MSI under the Contract including but not limited to Sales Tax, Customs duty, Excise duty, Octroi, Service Tax, VAT, Works Contracts Tax and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof during the entire contract period, i.e., on account of material supplied and services rendered and payments received by him from the Authority under the Contract. It shall be the responsibility of MSI to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. MSI shall also provide the Authority such information, as it may be required in regard to MSI's details of payment made by the Authority under the Contract for proper assessment of taxes and duties. The amount of tax withheld by the Authority shall at all times be in accordance with Indian Tax Law and the

Authority shall promptly furnish to MSI original certificates for tax deduction at source and paid to the Tax Authorities.

3. MSI agrees that he shall comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed/levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract
4. MSIs 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 Authority under the Agreement. All such taxes must be included by Bidders in the financial proposal. (Bidder to find out applicable taxes for the components being proposed.)
5. Should MSI fail to submit returns/pay taxes in times as stipulated under applicable Indian/State Tax Laws and consequently any interest or penalty is imposed by the concerned authority, MSI shall pay the same. MSI shall indemnify Authority 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 Authority/Prime Bidder.
6. The Sales Tax/VAT on works (central or state) if levied on supplies made from indigenous vendors for the works shall be borne by MSI within the Contract Price. Service Tax/Terminal Sales Tax/Works Contract Tax, etc., if any applicable, shall be payable extra, at actuals by the Authority in accordance with the conditions of the Contract and upon submission of proof of payment of such taxes.
7. The Authority shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by MSI at the rates in force, from the amount due to MSI and pay to the concerned tax authority directly.

15. Indemnity

1. MSI shall indemnify the Authority from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
 - a. any negligence or wrongful act or omission by MSI or any third party associated with MSI in connection with or incidental to this Contract; or
 - b. any breach of any of the terms of MSI's bid as agreed, the RFP and this Contract by MSI
 - c. any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied goods and related services or any part thereof
2. MSI shall also indemnify the Authority against any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property etc.
3. Regardless of anything contained (except for MSI's liability for bodily injury and/or damage to tangible and real property for which it is legally liable and its liability for

patent and copyright infringement in accordance with the terms of this Agreement) the total liability of MSI, is restricted to the total value of the contract and MSI is not responsible for any third party claims.

16. Warranty

1. A comprehensive warranty applicable on goods supplied under this contract shall be provided for the remaining period of contract from the date of acceptance of respective system by the Authority.
2. 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.
3. The MSI 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 MSI and respective OEM along with service and spares support to ensure its efficient and effective operation for the entire duration of the contract.
4. The MSI warrants that the goods supplied under this 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.
5. The MSI further warrants that the Goods supplied under this Contract shall be free from all encumbrances and defects/faults arising from design, material, manufacture or workmanship (except insofar as the design or material is required by the Authority's Specifications) or from any act or omission of the MSI, that may develop under normal use of the supplied Goods in the conditions prevailing at the respective Datacenter/Server Room Sites.
6. The Authority shall promptly notify the MSI in writing of any claims arising under this warranty.
7. Upon receipt of such notice, the MSI shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without prejudice to any other rights which the Authority may have against the MSI under the Contract.
8. If the MSI, having been notified, fails to remedy the defect(s) within a reasonable period, the Authority may proceed to take such remedial action as may be necessary, at the MSI's risk and expense and without prejudice to any other rights which the Authority may have against the MSI under the Contract.
9. Any OEM specific warranty terms that do not conform to conditions under this Contract shall not be acceptable.

17. Term and Extension of the Contract

1. The Contract period shall commence from the date of signing of contract or Issuance of LoI, whichever is earlier, and shall remain valid for 60 Months from the date of signing of contract.
2. If the delay occurs due to circumstances beyond control of MSI such as strikes, lockouts, fire, accident, defective materials, delay in approvals or any cause whatsoever beyond the reasonable control of MSI, a reasonable extension of time shall be granted by the Authority.
3. The Authority shall reserve the sole right to grant any extension to the term abovementioned and shall notify in writing to MSI, at least 3 (three) months before the expiration of the Term hereof, whether it shall grant MSI an extension of the Term. The decision to grant or refuse the extension shall be at the Authority's discretion and such extension of the contract, if any, shall be as per terms agreed mutually between the Authority and MSI.
4. Where the Authority is of the view that no further extension of the term be granted to MSI, the Authority shall notify MSI of its decision at least 3 (three) months prior to the expiry of the Term. Upon receipt of such notice, MSI shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the Authority shall either appoint an alternative agency/MSI or create its own infrastructure to operate such Services as are provided under this Contract.

18. Dispute Resolution

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.
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.
3. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
4. The Arbitration proceedings shall be held in Raipur, Chhattisgarh, India.
5. The Arbitration proceeding shall be governed by the substantive laws of India.

6. The proceedings of Arbitration shall be in Hindi/English language.
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.
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 Chhattisgarh High Court or any person or institution designated by him shall appoint the Arbitrator/Presiding Arbitrator upon request of one of the parties.
9. Any letter, notice or other communications dispatched to MSI relating to either arbitration proceeding or otherwise whether through the post or through a representative on the address last notified to the Authority by MSI shall be deemed to have been received by MSI although returned with the remarks, refused 'undelivered' where about not known or words to that effect or for any other reasons whatsoever
10. If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the Authority 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.
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.
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.
13. The Arbitrator shall give reasoned award and the same shall be final, conclusive and binding on the parties.
14. The fees of the arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.

19. Conflict of interest

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

20. Publicity

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

21. Force Majeure

1. Force Majeure shall not include any events caused due to acts/omissions of MSI resulting in a breach/contravention of any of the terms of the Contract and/or MSI's Bid. It shall also not include any default on the part of MSI due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.
2. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen i.e. war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (hereinafter referred to as events) , or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred at any location in scope. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. Any failure or lapse on the part of MSI in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
3. In case of a Force Majeure, all Parties shall endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

22. Delivery

1. MSI shall bear the cost for packing, transport, insurance, storage and delivery of all the goods for "Request for Proposal (RFP) for Selection of Master System Integrator for Implementation of Intelligent Traffic Management System (ITMS), City Surveillance System and Integrated Command and Control Centre (ICCC) in Raipur City" at all locations identified by the Authority in Raipur.

2. The Goods and manpower supplied under this Contract shall conform to the standards mentioned in the RFP, and, when no applicable standard is mentioned, to the authoritative standards; such standard shall be approved by Authority.
3. MSI shall only procure the hardware and software after approvals from a designated Committee/Authority.

23. Insurance

1. The Goods supplied under this Contract shall be comprehensively insured by MSI at his own cost, against any loss or damage, for the entire period of the contract. MSI shall submit to the Authority, documentary evidence issued by the insurance company, indicating that such insurance has been taken.
2. MSI shall bear all the statutory levies like customs, insurance, freight, etc. applicable on the goods and also the charges like transportation charges, octroi, etc. that may be applicable till the goods are delivered at the respective sites of installation shall also be borne by MSI.
3. MSI shall take out and maintain at its own cost, on terms and conditions approved by the Authority, insurance against the risks, and for the coverage's, as specified below;
 - a. At the Authority's request, shall provide evidence to the Authority showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
 - b. Employer's liability and workers' compensation insurance in respect of the Personnel of the Company, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate

24. Transfer of Ownership

1. MSI must transfer all titles to the assets and goods procured for the purpose of the project to the Authority 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 MSI. MSI is expected to provide source code, transfer IPR and ownership right of only those solutions which would be customized by bidder for the use of Raipur Smart City Limited. For any pre-existing work, MSI and Raipur Smart City Limited shall be held jointly responsible and its use in any other project by MSI shall be decided on mutual consent.
2. Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by the Authority, MSI shall deliver to the Authority all Documents provided by or originating from the Authority and all Documents produced by or from or for MSI in the course of performing the Services, unless otherwise directed in writing by the Authority at no additional cost. MSI shall not, without the prior written consent of the Authority store, copy, distribute or retain any such Documents.

25. Exit Management Plan

1. An Exit Management plan shall be furnished by MSI in writing to the Authority within 90 days from the date of signing the Contract, which shall deal with at least the following aspects of exit management in relation to the contract as a whole and in relation to the Project Implementation, and Service Level monitoring.
 - a. A detailed program of the transfer process that could be used in conjunction with a Replacement Service Provider including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
 - b. Plans for provision of contingent support to Project and Replacement Service Provider for a reasonable period after transfer.
 - c. Exit Management plan in case of normal termination of Contract period
 - d. Exit Management plan in case of any eventuality due to which Project is terminated before the contract period.
 - e. Exit Management plan in case of termination of MSI
2. Exit Management plan at the minimum adhere to the following:
 - a. Three (3) months of the support to Replacement Service Provider post termination of the Contract
 - b. Complete handover of the Planning documents, bill of materials, functional requirements specification, technical specifications of all equipments, change requests if any, sources codes, wherever applicable, reports, documents and other relevant items to the Replacement Service Provider/Authority
 - c. Certificate of Acceptance from authorized representative of Replacement Service Provider issued to MSI on successful completion of handover and knowledge transfer
3. In the event of termination or expiry of the contract, Project Implementation, or Service Level monitoring, both Bidder and Authority shall comply with the Exit Management Plan.
4. During the exit management period, MSI shall use its best efforts to deliver the services.

B. SPECIAL CONDITIONS OF CONTRACT (SCC)

26. Performance Security

1. The MSI shall submit performance guarantee which is unconditional & irrevocable equal to 10% of the order value of the contract in the format prescribed in RFP issued by any of the Nationalized Banks Only. The performance guarantee shall be valid for the term agreement & shall be renewed & maintained by the MSI for the term of the agreement & extension, if any. The performance guarantee shall be forfeited / liquidated by the RSCL as a penalty in the event of failure to complete obligations or breach of any of the conditions by the MSI.

27. Liquidated Damages

1. If MSI 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, the Authority without prejudice to its other rights and remedies under the Contract, deduct from the Contract price, as liquidated damage per week of 0.2% of the CAPEX of contract / Request Order value per week for first 8 weeks and 0.3% per week for every subsequent week..
2. The deduction shall not in any case exceed 10 % of the contract value.
3. The Authority may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to MSI in its hands (which includes the Authority's right to claim such amount against MSI's Bank Guarantee) or which may become due to MSI. Any such recovery or liquidated damages shall not in any way relieve MSI from any of its obligations to complete the Work or from any other obligations and liabilities under the Contract.
4. Delay not attributable to MSI shall be considered for exclusion for the purpose of computing liquidated damages.

28. Limitation of Liability:

1. Limitation of Bidder's Liability towards the Authority:
 - a. 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.
 - b. Except in case of gross negligence or willful misconduct on the part of MSI or on the part of any person or company acting on behalf of MSI in carrying out the Services,
2. MSI, with respect to damage caused by MSI to Authority's property, shall not be liable to Authority:
 - a. for any indirect or consequential loss or damage; and

- b. For any direct loss or damage that exceeds (A) the total payments payable under the Contract to MSI hereunder, or (B) the proceeds MSI may be entitled to receive from any insurance maintained by MSI to cover such a liability, whichever of (A) or (B) is higher.
3. This limitation of liability shall not affect MSI liability, if any, for damage to Third Parties caused by MSI or any person or company acting on behalf of MSI in carrying out the Services.

29. Ownership and Retention of Documents

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

30. Information Security

1. MSI shall not carry any written/printed document, layout diagrams, CD, hard disk, storage tapes, other storage devices or any other goods/material proprietary to Authority into/out of any location without written permission from the Authority.
2. MSI shall not destroy any unwanted documents, defective tapes/media present at any location on their own. All such documents, tapes/media shall be handed over to the Authority.
3. All documentation and media at any location shall be properly identified, labeled and numbered by MSI. MSI shall keep track of all such items and provide a summary report of these items to the Authority whenever asked for.
4. Access to Authority's data and systems, Internet facility by MSI at any location shall be in accordance with the written permission by the Authority. The Authority shall allow MSI to use facility in a limited manner subject to availability. It is the responsibility of MSI to prepare and equip himself in order to meet the requirements.
5. MSI must acknowledge that Authority's business data and other Authority proprietary information or materials, whether developed by Authority or being used by Authority pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Authority; and MSI along with its team agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by MSI to protect its own proprietary information. MSI recognizes that the goodwill of Authority depends,

among other things, upon MSI keeping such proprietary information confidential and that unauthorized disclosure of the same by MSI or its team could damage the goodwill of Authority, and that by reason of MSI's duties hereunder. MSI may come into possession of such proprietary information, even though MSI does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. MSI shall use such information only for the purpose of performing the said services.

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

31. Records of contract documents

1. MSI 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.
2. MSI shall keep on the Site at least three copies of each and every specification and Contract Document, in excess of his own requirement and those copies shall be available at all times for use by the Authority's Representative and by any other person authorized by the Authority's Representative.

32. Security and Safety

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

33. Confidentiality

1. MSI shall not, either during the term or after expiration of this Contract, disclose any proprietary or confidential information relating to the Services/Contract and/or Authority's business/operations, information, Application/software, hardware,

- business data, architecture schematics, designs, storage media and other information/documents without the prior written consent of the Authority.
2. The Authority reserves the right to adopt legal proceedings, civil or criminal, against MSI in relation to a dispute arising out of breach of obligation by MSI under this clause.
 3. MSI shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality agreement with the Authority to the satisfaction of the Authority.
 4. MSI shall notify the Authority 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 Authority.
 5. MSI shall be liable to fully recompense the Authority for any loss of revenue arising from breach of confidentiality.

34. Events of Default by MSI

1. The failure on the part of MSI to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of MSI. The events of default are but not limited to:
 - a. MSI/Bidder's Team has failed to perform any instructions or directives issued by the Authority which it deems proper and necessary to execute the scope of work or provide services under the Contract, or
 - b. MSI/Bidder's Team has failed to confirm/adhere to any of the key performance indicators as laid down in the Key Performance Measures/Service Levels, or if MSI has fallen short of matching such standards/benchmarks/targets as the Authority may have designated with respect to the system or any goods, task or service, necessary for the execution of the scope of work and performance of services under this Contract. The above mentioned failure on the part of MSI may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the Authority;
 - c. MSI has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the Authority, despite being served with a default notice which laid down the specific deviance on the part of MSI/MSI's Team to comply with any stipulations or standards as laid down by the Authority; or
 - d. MSI/MSI's Team has failed to adhere to any amended direction, instruction, modification or clarification as issued by the Authority during the term of this Contract and which the Authority deems proper and necessary for the execution of the scope of work under this Contract.
 - e. MSI/MSI's Team has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the RFP and this Contract.
 - f. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to MSI.

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 Authority shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which MSI shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the Authority and/or the successor agency/service provider, as may be required, to take over the obligations of MSI in relation to the execution/continued execution of the requirements of the Contract.
2. Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of MSI or due to the fact that the survival of MSI as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the Authority, through unilateral re-determination of the consideration payable to MSI, shall pay MSI for that part of the Services which have been authorized by the Authority and satisfactorily performed by MSI up to the date of termination. Without prejudice to any other rights, the Authority may retain such amounts from the payment due and payable by the Authority to MSI as may be required to offset any losses caused to the Authority as a result of any act/omissions of MSI. In case of any loss or damage due to default on the part of MSI in performing any of its obligations with regard to executing the Schedule of Requirements under the contract, MSI shall compensate the Authority for any such loss, damages or other costs, incurred by the Authority. Additionally, members of its team shall perform all its obligations and responsibilities under the Contract in an identical manner as were being performed before the collapse of MSI as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by the Authority and as may be proper and necessary to execute the Schedule of Requirements under the Contract in terms of MSI's Bid, the Bid Document and the Contract
3. Nothing herein shall restrict the right of the Authority to invoke the Bank Guarantee and other Guarantees furnished hereunder and pursue such other rights and/or remedies that may be available to the Authority under law.
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.

37. Change Control Note (CCN)

1. This applies to and describes the procedure to be followed in the event of any proposed change to contract, site Implementation, and Service levels. Such change shall include, but shall not be limited to, changes in the scope of services provided by MSI and changes to the terms of payment.
2. Change requests in respect of the contract, the site implementation, or the Service levels shall emanate from the Parties' representative who shall be responsible for obtaining approval for the change and who shall act as its sponsor throughout the Change Control Process and shall complete Part A of the CCN (Annex I, Section 3 of

the RFP). CCNs shall be presented to the other Party's representative who shall acknowledge receipt by signature of the authorized representative of the Authority.

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

C. SERVICE LEVELS

38. Purpose

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

39. Service Level Agreements & Targets

1. This section is agreed to by Authority and MSI as the key performance indicator for the project. This may be reviewed and revised according to the procedures detailed in Clause 43 Service Level Change Control.
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.
3. The procedures in Clause 43 shall be used if there is a dispute between Authority and MSI on what the permanent targets should be.

40. General principles of Service Level Agreements

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

1. Service Level Agreements

- a. Service Level Agreement (SLA) shall become the part of contract between RSCL 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.
- b. The successful bidder has to comply with service level requirements to ensure adherence to project timelines, quality and availability of services, throughout the period of this contract i.e. for a period of five (5) years including implementation phase. 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.
- c. 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:

- i. "Total Time" - Total number of hours in the quarter (or the concerned period) being considered for evaluation of SLA performance.
- ii. "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: $\text{Uptime (\%)} = \{1 - [(\text{Downtime}) / (\text{Total time-scheduled maintenance time})]\} * 100$
- iii. "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.
- iv. "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 RSCL 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.
- v. "Incident" - Any event/abnormalities in the service being rendered, that may lead to disruption in normal operations and services to the end user.
- vi. "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.
- vii. "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.

2. 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 MSI will get 100% of the Contracted value if all the baseline performance metrics are compiled and the cumulative credit points are 100
- b. The MSI will get lesser payment in case of the lower performance. (For e.g. if SLA point score is 80 then the MSI will get 20% less on the quarterly payment - The formula calculating the deductions is $(100 - \text{SLA Point Score})\%$)
- 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 RSCL or its appointed Consultant for accuracy and reliability.

RSCL 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 RSCL on an annual basis after consulting the SI, Project Management Consultants and other experts. All the changes would be made by RSCL 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, RSCL 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. RSCL would also have right to invoke termination of contract in case cumulative debit point (breach points) are above 30 in 2 consecutive quarters.

3. 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 Level Requirement | All the deliverables defined in the contract has to be submitted On-time on the date as mentioned in the contract with no delay. |
| Measurement of Service Level Parameter | To be measured in Number of weeks of delay from the timelines mentioned in the section "Project Timelines" |
| Penalty for non-achievement of SLA Requirement | Any delay in the delivery of the project deliverables (solely attributable to vendor) would attract a liquidated damage per week of 0.2% of the CAPEX of contract / 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 Capex value of contract/ Request order value of the particular phase |

4. SLA Matrix for Post Implementation SLAs

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- a. These SLAs shall be used to evaluate the performance of the services on monthly basis.
- b. Penalty levied for non- performance as per SLA requirements shall be deducted through subsequent payments due from RSCL or through the Performance Bank Guarantee.
- c. The SLA parameters shall be measured for each of the sub systems' SLA parameter requirements and measurement methods, through appropriate SLA Measurement tools. All such required tools should be provided by the successful bidder. RSCL will have the authority to audit these tools for accuracy and reliability.
- d. The upper limit of penalty would be capped at 10% of the opex value for each quarter. In case the calculated penalty crosses 10% penalty of the opex value in 2 subsequent quarters, RSCL reserves the right to invoke the termination clause.
- e. SLAs for street IT infrastructure such as intelligent traffic signal aspects, traffic signal controllers, traffics sensors, surveillance cameras, RLVD cameras, SVD systems, ANPR cameras, emergency call box, public address system, and variable message sign boards.

| # | Uptime SLA (Monthly) | Penalty Clause |
|---|----------------------|--|
| 1 | Uptime >= 98% | No Deduction |
| 2 | Uptime < 98% | (98%- Uptime %) of monthly Operational Expense for the component. For example if uptime of component is 95%, then penalty imposed will be 98%%-95% i.e. 3% of operational expense. |

- f. SLAs for IT Infrastructure including software applications, hardware, video walls, workstations and other equipments of ICCC.

| # | 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% | 16 | >= 96.5 % to <99% | 8 | < 96.5 % | 0 |
| 2 | Reports Generation Response Time (Alerts/MIS/Logs etc.) | Simple query - < 5secs Medium | 2 | Simple complexity Query = 5.01 – 10 secs | 1 | Simple complexity Query = > 10 secs | 0 |

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| | | | | | | | |
|--|--|---|----|---|----|--|---|
| | | complexity query - <30 secs High Complexity query - < 1min | | Medium complexity query = 30.01 - 60 secs High Complexity query = < 60.1 sec - 2 min | | Medium complexity query = > 60 secs High Complexity query = > 2 min | |
| 3 | Maximum time for successful settings modification of field devices | < 4 secs | 2 | 4.01 – 6.0 secs | 1 | >6 secs | 0 |
| 2. End-User Equipment Uptime | | | | | | | |
| 1 | Monitoring workstations at Command Centers | 99% | 6 | >= 96 % to <99% | 3 | < 96 % | 0 |
| 2 | IP Phones | 98% | 4 | >= 96 % to <98% | 2 | < 96 % | 0 |
| 3 | Video Wall | 99% | 10 | >= 96 % to <99% | 5 | < 96 % | 0 |
| 3. Underlying IT Infrastructure Uptime/Availability at Data Centers | | | | | | | |
| 1 | Production Servers Uptime | 99.95% | 20 | >= 99.5 % to <99.94% | 10 | < 99.5% | 0 |
| 2 | Storage System Uptime | 99.95% | 20 | >= 99.5 % to <99.94% | 10 | < 99.5% | 0 |
| 4. Security /Patch Services for IT Infrastructure | | | | | | | |
| 1 | Firewall and any other security appliance Uptime | 100% | 10 | 97 % to 99.99% | 5 | < 97% | 0 |
| 2 | Security rules update within 2 hours of approved change management request | 0 violations of service parameters | 2 | 1 – 4 violations | 1 | > 4 violations | 0 |
| 3 | Anti-virus, Anti-spyware, Anti-spam updates within 24 hrs. of request | 0 violations of service parameters | 2 | 1 – 4 violations | 1 | > 4 violations | 0 |
| 4 | Critical Patches – within 48 hours of patch release. | 0 violations of service parameters | 2 | 1 – 4 violations | 1 | > 4 violations | 0 |
| 5 | Non Critical Patches – within 15 days of patch release. | Up-to 1 violations of service parameters | 2 | 2 – 5 violations | 1 | > 5 violations | 0 |

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| | | | | | | | |
|--------------------|---------------------|--|------------|---|-----------|---|----------|
| 6 | Resolution of Issue | <8 Hrs (for Critical issue) <16 Hrs (for Medium issue) <4 days (for Low issue) | 2 | <12 Hrs and >=8 hrs(for Critical issue) <24 Hrs and >=16 (for Medium issue) <8 days and >=4 (for Low issue) | 1 | >12 Hrs (for Critical issue) >24 Hrs (for Medium issue) >8 days (for Low issue) | 0 |
| Total Score | | | 100 | | 50 | | 0 |

g. SLAs for Wi-Fi

| # | Uptime SLA (Monthly) | Penalty Clause |
|---|----------------------|--|
| 1 | Uptime >= 95% | No Deduction |
| 2 | Uptime < 95% | (95%- Uptime %) of monthly Operational Expense for the component. For example if uptime of component is 90%, then penalty imposed will be 95%%-90% i.e. 5% of operational expense. |

- i. The penalties would be levied for every AP down time – be it for non-availability of network, theft, damage or non- availability of power etc. because the MSI is responsible for supply of all enabling components on end to end basis.

h. SLA for Internet through put for Wi-Fi

- i. Throughput and Coverage: Minimum throughput and coverage has to be 95% of prescribed values of each AP. MSI must ensure measurement of these results using an automated tool and provision of results to RSCL.
- ii. In case throughput falls below the guaranteed level, RSCL will impose the penalty of Rs.2000/- (Rupees two thousand) per instance per location in additional to SLA and Penalty.

i. SLAs for Smart LEDs and Environment Sensors

| # | Uptime SLA (Monthly) | Penalty Clause |
|---|----------------------|---|
| 1 | Uptime >= 99.5% | No Deduction |
| 2 | Uptime < 99.5% | (99.5%- Uptime %) of monthly Operational Expense for the component. |

- j. Uptime definition: All devices have to be working and deliver the desired results. The no. of hours that the particular device/equipment does not work will be treated as down time. Uptime shall be calculated as $Uptime (\%) = \{1 - [(Downtime) / (Total\ time - scheduled\ maintenance\ time)]\} * 100$. For ex, if 10 nos.

of Environmental Sensors are deployed at various locations, and 2 device/units does not work for 5 Hrs, the total non-working device hours will be 10 unit hours (and the uptime would be $\{1-(10/(10*90*24))\}$, 10 being the number of units, for 90 days on 24 hours basis.

k. The penalties would be levied for every unit down time hour.

l. SLA for Video Analytics Performance

| # | Parameter | Penalty Clause |
|---|--|--|
| 1 | ANPR for Standard Roman Number plates (2 wheelers & above): 80% accuracy | Rs. 1000/- per wrongly identified regd. Number plate below the prescribed limit of SLA |
| 2 | ANPR for Non-Standard Roman Number plates (2 wheelers & above): 60% accuracy | Rs. 500/- per wrongly identified regd. Number plate below the prescribed limit of SLA |

m. SLA and Penalty for Helpdesk Response and Resolution time

| # | Parameter | Penalty Clause |
|---|---|--------------------------------|
| 1 | For $\leq 1\%$ of the calls not getting responded in less than or equal to 60 seconds per quarter | No Deduction |
| 2 | For $> 1\%$ of the calls not getting responded in less than or equal to 60 seconds per quarter | 0.5% of the monthly opex value |

n. SLA for Change Requests or enhancements

| # | Parameter | Metric | Frequen cy | Penalty |
|---|---------------------------------------|--|-----------------------|---|
| 1 | Criticality of Change – Low | $< T$, where T is the timeframe for completion of the Change request as agreed upon by RSCL and successful bidder | Weekly per Occurrence | 1 % of change request value per week for the first two weeks for each occurrence, 2 % of change request value per week for every subsequent week, subject to a maximum of 10% post which RSCL may invoke annulment of the contract. |
| 2 | Criticality of Change – Medium | $< T$, where T is the timeframe for | Weekly per Occurrence | 1.5 % of change request value per week for the first |

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| | | | | |
|----------|-------------------------------------|---|-----------------------|---|
| | | completion of the Change request as agreed upon by RSCL and successful bidder | ce | two weeks for each occurrence, 2.5 % of change request value per week for every subsequent week, subject to a maximum of 10% post which RSCL may invoke annulment of the contract. |
| 3 | Criticality of Change – High | < T weeks, where T is the timeframe for completion of the Change request as agreed upon by RSCL and successful bidder | Weekly per Occurrence | 2 % of change request value per week for the first two weeks for each occurrence, 3 % of change request value per week for every subsequent week, subject to a maximum of 10% post which RSCL may invoke annulment of the contract. |

o. SLA for issue resolution

| # | Parameter | Metric | Frequency | Penalty |
|----------|------------------|---|-----------|---|
| 1 | Severity 1 Issue | Resolution Time: <= 8 Hrs from the time the call is logged by end user. | Daily | 0.1% of monthly opex value per week for the first two weeks for each occurrence, 0.2% of monthly opex value per week for every subsequent week, subject to a maximum of 10% post which RSCL may invoke annulment of the contract. |
| 2 | Severity 2 Issue | Resolution Time: <= 4 Days from the time the call is logged by end | Daily | 0.1% of monthly opex value per week for the first two weeks for |

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| | | | | |
|---|------------------|---|-------|---|
| | | user. | | each occurrence, 0.2% of monthly opex value per week for every subsequent week, subject to a maximum of 10% post which RSCL may invoke annulment of the contract. |
| 3 | Severity 3 Issue | Resolution Time: <= 10 Days from the time the call is logged by end user. | Daily | 0.1% of monthly opex value per week for the first two weeks for each occurrence, 0.2% of monthly opex value per week for every subsequent week, subject to a maximum of 10% post which RSCL may invoke annulment of the contract. |
| 4 | Severity 4 Issue | Resolution Time: <= 20 Days from the time the call is logged by end user. | Daily | 0.1% of monthly opex value per week for the first two weeks for each occurrence, 0.2% of monthly opex value per week for every subsequent week, subject to a maximum of 10% post which RSCL may invoke annulment of the contract. |

p. Miscellaneous SLAs

| # | Parameter | Metric | Frequency | Penalty |
|---|--|-----------------------------------|----------------------|--|
| 1 | Compliance in document versioning and maintenance (FRS, SRS, | 100% as per requirement timelines | Daily per occurrence | Rs.10,000 per occurrence per day of delay. |

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| | | | | |
|---|---|---|----------------|---|
| | Business Blue Prints, User Training Manual etc.), application version control, updates & patches etc. | | | |
| 2 | Manpower Availability & Readiness | 100% as per requirement timelines | Daily | Rs 10,000 per day in case there is shortage in manpower deployment or lack of adequate skills |
| 3 | Scheduled downtime for System Maintenance per week | <= 2 times per month | Per Occurrence | Rs. 1,00,000 per occurrence for unscheduled downtime or scheduled downtimes exceeding the specified metric. |
| 4 | Resource Replacement | Within 7 days of exit of resource (in case of RSCL initiated or supplier initiated) | Per Occurrence | Rs. 5,000.00 per day of unavailability of resource |
| 5 | Application Security | Cyber Crime/Hacking/Data Theft/Fraud attributable to the service provider | Per Occurrence | Depending on the type of incident and its impact, a Penalty of 10% on the entire contract value or in case of severe issue (as defined by RSCL) such breach may lead to termination of contract |

q. Definitions:

- i. Severity 1: ICCC or Smart City applications down for more than 70% users.
- ii. Severity 2: ICCC or Smart City applications down for more than 30% users.
- iii. Severity 3: Modules of ICCC not functional for users.

- iv. Severity 4: Minor functionality issues with ICCC or Smart City applications
- v. Response Time: Response time is defined as the time the support vendor takes to respond from the time that ticket was raised.
- vi. Resolution Time: Resolution time is defined as the time the vendor takes to resolve the issue or provide acceptable workaround for the issue.

5. Conditions for No Penalties

- a. Penalties shall not be levied on the Bidder in the following cases:
 - i. There is a force majeure event effecting the SLA which is beyond the control of the successful bidder. Force Majeure events shall be considered in line with the clause mentioned RFP.
 - ii. The non-compliance to the SLA has been due
 - iii. To reasons beyond the control of the successful bidder.
 - iv. Theft cases by default/vandalism would not be considered as “beyond the control of bidder”. Hence, the Bidder should be taking adequate anti-theft measures, spares strategy, Insurance as required to maintain the desired Required SLA.

41. Reporting Procedures

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

42. Issue Management Procedures

1. General

- a. 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 Authority and Bidder.
- b. 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.

2. Issue Management Process

- a. Either Authority or MSI may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both

points of view and identifies specific points of disagreement with possible solutions.

- b. Any unresolved issues/disputes concerning the Project/Contract between the Parties shall first be referred in writing to the Project Manager for his consideration and resolution. If the Project Manager is unable to resolve any issue/dispute within 5 days of reference to them, the Project Manager shall refer the matter to the Program Management Committee. If the Program Management Committee is unable to resolve the issues/disputes referred to them within 15 days the unresolved issue/dispute shall be referred to Steering Committee/high powered committee/Project Implementation Committee for resolution. The Steering Committee within 30 days of reference to them shall try to resolve the issue/dispute.
- c. If the Steering Committee fails to resolve a dispute as per the above clause, the same shall be referred to arbitration. The arbitration proceedings shall be carried out as per the Arbitration procedures mentioned in Clause 18 of this section of RFP.

43. Service Level Change Control

1. General

- a. It is acknowledged that this Service levels may change as Authority's business needs evolve over the course of the contract period. As such, this document also defines the following management procedures:
 - i. A process for negotiating changes to the Service Levels
 - ii. An issue management process for documenting and resolving particularly difficult issues.
 - iii. Authority 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.
- b. 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.
- c. Service Level Change Process: The parties may amend Service Level by mutual agreement in accordance. Changes can be proposed by either party .Unresolved issues shall also be addressed. MSI's representative shall maintain and distribute current copies of the Service Level document as directed by Authority. Additional copies of the current Service Levels shall be available at all times to authorized parties.
- d. 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.

D. ANNEXURES

44. Annexure 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 Authority | Date | |
| Name | | |
| Signature | | |
| Received by the Bidder | Date | |
| Name | | |
| Signature | | |
| Change | | |
| 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: | | |
| Deliverables: | | |
| Timetable: | | |
| Charges for Implementation: | | |
| Other Relevant Information: (including value-added and acceptance criteria) | | |
| Authorized by Authority | 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 Authority and its nominated agencies | For MSI | |

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| | |
|-----------|-----------|
| Signature | Signature |
| Name | Name |
| Title | Title |
| Date | Date |

45. Annexure II: Form of Agreement

THIS Agreement made thedate of.....2017, between..... (hereinafter.....referred to as the “MSI”) of the one part and (hereinafter called the “Authority”) of the other part.

WHEREAS MSI 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 MSI and(the Authority) on behalf of the Authority 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 Authority has accepted the tender of MSI for the provision and execution of the said works for the sum ofupon the terms laid out in this RFP.
- b. MSI hereby agrees to provide Services to Authority, 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>Bidder's Commercial bid</i> |
| The Authority’s Letter of Intent dated <<>> | <i>To be issued later by the Authority</i> |
| MSI’s Letter of acceptance dated <<>> | <i>To be issued later by the MSI</i> |
| Bid submitted by MSI as per file No. <<>> | <i>Bidder's Technical bid</i> |

- d. The mutual rights and obligations of the “Authority” and MSI shall be as set forth in the Agreement, in particular:
 - MSI shall carry out and complete the Services in accordance with the provisions of the Agreement; and
 - The “Authority” shall make payments to MSI 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 MSI by the Authority as hereinafter mentioned, MSI shall deliver the services for the said works and shall do and perform all other works and things in the Contract mentioned or described or which are implied there from or there in respectively or may be reasonably necessary for the completion of the said works within and at the times and in the manner and subject to the terms, conditions and stipulations mentioned in the said Contract.

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

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

Signed
Name : _____
Designation : _____

Date :

Place :

in the presence of :

Signed
Name : _____
Designation : _____
Date :
Place :

Signed
Name : _____
Designation : _____

Date :

Place :

in the presence of :

Signed
Name : _____
Designation : _____
Date :
Place :

46. Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is made and entered into ___ **day of**, **2017** by and between

..... having its office at _____(hereinafter referred to as "Client")

And

....., having its office at _____ (hereinafter referred to as :Master System Integrator" and/or "MSI")

Whereas, CLIENT and MASTER SYSTEM INTEGRATOR have entered into a Contract bearing reference number _____ dated _____ for _____ provision of _____ (hereinafter referred to as 'Contract'); and

Whereas, THE PARTIES may disclose to EACH OTHER certain information which is confidential and proprietary in nature and wishes to protect such information from unauthorized disclosure and use;

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein and in the Contract, the parties agree as follows:

1. Definitions. As used herein:

- (a) The term "Confidential Information" shall include, without limitation, all information and materials, furnished by A PARTY (Disclosure) to Another PARTY (Recipient) in connection with Government/corporates/citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to such PARTY's data, computer database, products and/or services. Confidential Information shall also include results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by Disclosure in connection with the Recipients' or any government department's / Corporates information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force.
- (b) The term, "CLIENT" shall include the officers, employees, agents, consultants, contractors and representatives of CLIENT and its assigns and successors.
- (c) The term, "MASTER SYSTEM INTEGRATOR" shall include the directors, officers, employees, agents, consultants, contractors and representatives of MASTER SYSTEM INTEGRATOR, including its applicable affiliates, subsidiary companies and permitted assigns and successors.

2. Protection of Confidential Information. With respect to any Confidential Information disclosed by the Discloser to the Recipient or to which any PARTY has access, BOTH THE PARTIES agrees that it shall:

(a) Use the Confidential Information only for accomplishment of the services to be performed under the Contract and in accordance with the terms and conditions contained herein;

(b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event takes less care than it takes to protect the confidentiality of its own proprietary and confidential information and that of its clients;

(c) Not make or retain copy of any Confidential Information except as necessary, under prior written permission from OTHER PARTY
, in connection with the services to be performed under the Contract, and ensure that any such copy is immediately returned to the OTHER PARTY even without express demand from such party to do so;

(d) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any person or entity without the express written consent of DISCLOSER except as provided in clause 6 below; and

(e) Return to Discloser, or destroy, at Discloser's direction, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of:

- (i) expiration or termination of the Contract, or
- (ii) on request of Discloser.

(f) Not discuss with any member of public, media, press or any other person about the nature of arrangement entered between the PARTIES or the nature of services to be provided by the MASTER SYSTEM INTEGRATOR to the CLIENT.

3. Onus. RECIPIENT shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the exceptions provided in clause 4 below.

4. Exceptions. The obligations of confidentiality as mentioned in this Agreement shall not apply to any information:

(a) Which has become generally available to the public without breach of this Agreement by RECIPIENT; or

(b) Which at the time of disclosure to RECIPIENT was known to RECIPIENT free of confidentiality restriction as evidenced by documentation in RECIPIENT's possession; or

(c) Which EITHER PARTY agrees in writing is free of such confidentiality restrictions.

5. Remedies. THE PARTIES acknowledges and agrees that (a) any actual or threatened unauthorized disclosure or use of the Confidential Information by RECIPIENT would be a breach of this Agreement and may cause immediate and irreparable harm to DISCLOSURE; (b) damages from such unauthorized disclosure or use may be impossible to measure accurately and injury sustained by CLIENT may be impossible to calculate and remedy fully. RECIPIENT acknowledges that in the event of such a breach, DISCLOSURE shall be entitled to specific performance by

RECIPIENT of RECIPIENT's obligations contained in this Agreement. RECIPIENT shall indemnify, save, hold harmless and defend DISCLOSURE promptly upon demand and at its expense, any time and from time to time, from and against any and all suits, proceedings, actions, demands, losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which DISCLOSURE may become subject, in so far as such Losses arise out of, in any way relate to, or result from breach of obligations under this Agreement by RECIPIENT .

6. Need to Know. THE PARTIES shall restrict disclosure of Confidential Information to its employees and/or consultants who have a need to know such information for accomplishment of services under the Contract provided such employees and/or consultants have agreed to abide by the terms and conditions of this Agreement and agree that they shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of DISCLOSURE.

7. Intellectual Property Rights Protection. No license to DISCLOSURE , under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to DISCLOSURE .

8. No Conflict. The parties represent and warrant that the performance of their obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.

9. Authority. The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.

10. Governing Law. This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to submit to the exclusive jurisdiction of Courts and/or Forums situated at RAIPUR, CHATTISGARH India only.

11. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.

12. Amendments. No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.

13. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

14. Severability. It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.

15. Waiver. If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

16. Survival. THE PARTIES agrees that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement and obligations of indemnity shall survive for a period of 10 years after any expiration or termination of this Agreement.

17. Non-solicitation. During the term of this Agreement and thereafter for a further period of two (2) years THE PARTIES shall not solicit or attempt to solicit EACH OTHER's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to EITHER PARTY with any employee and/or consultant of the EITHER PARTY who has knowledge of the Confidential Information, without the prior written consent of DISCLOSURE. This section will survive irrespective of the fact whether there exists a commercial relationship between MASTER SYSTEM INTEGRATOR and CLIENT.

18. Term. This Agreement shall come into force on the date first written above and, subject to aforesaid clause 16, shall remain valid up to TWO (2) YEARS from the expiry or termination of the Contract.

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For CLIENT,
Name:
Title:

For: Master System Integrator
Name:
Title:

WITNESSES:

- 1.
- 2.