
**RFP FOR SELECTION OF SYSTEM
INTEGRATOR FOR
IMPLEMENTATION OF CITY
OPERATIONS CENTRE IN HUBBALLI-
DHARWAD**

Volume III: Master Service Agreement

RFP No. HDSCL/ ICC/ 2018-19

HUBBALLI DHARWAD SMART CITY LIMITED

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A. General Conditions of Contract (GCC)

1. Definition of Terms

- 1.1. **“Agreement”**: means this Master Services Agreement including the Terms and Conditions covered in Vol.I , Vol.II and Vol. III of RFP (Ref Nos.....and Addendum / Corrigendum issued if any) & Scope of works, duration, SLA etc covered in the RFP.
- 1.2. **“RFP”** or **“Request for Proposal”** means the documents containing the Technical, Functional, Commercial and Legal Specifications for the implementation of the project issued in 3 Volumes (referred to as Volume I, Volume II and Volume III) and includes the clarifications, explanations and amendments issued from time to time.
- 1.3. **“Effective Date”** means the date on which this Contract is signed and executed by the parties hereto.
- 1.4. **“Applicable Law(s)”** Any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project.
- 1.5. **“Authority”** means the Managing Director, Hubballi Dharwad Smart City Limited, Hubballi. The project shall be executed in Hubballi-Dharwad Municipal Corporation Area and shall be owned by Hubballi-Dharwad Smart City Limited and Hubballi-Dharwad Municipal Corporation.
- 1.6. **“MSI”** means the vendor responsible for the purpose of establishment of centralized Data Centre, ICOP platform and GIS platform.
- 1.7. **“LSI”** shall mean organization/consortium 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.
- 1.8. **“Contract”** means the Contract entered into by the parties with the entire documentation specified in the RFP.
- 1.9. **“Contract Value”** means the price payable to SI under this Contract for the full and proper performance of its contractual obligations.
- 1.10. **“Commercial Off-The-Shelf (COTS)”** refers to software products that are ready-made and available for sale, lease, or license to the general public.
- 1.11. **“Data Centre Site”** means the Data Centre sites including their respective Data Centre space, wherein the delivery, installation, integration, management and maintenance services as specified under the scope of work are to be carried out for the purpose of this contract.

- 1.12. **“Document”** means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes, databases or any other electronic documents as per IT Act 2000.
- 1.13. **“Effective Date”** means the date on which this Contract is signed 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.
- 1.14. **“GCC”** means General Conditions of Contract
- 1.15. **“Goods”** means all of the equipment, sub-systems, hardware, software, products accessories, software and/or other material/items which SI is required to supply, install and maintain under the contract.
- 1.16. **“[COC]”** means City operational center, it is also termed as ICCC. The site for the same shall be informed to selected bidder.
- 1.17. **“Integrated Command and Control Center” or “ICCC”** means the center from where Hubballi-Dharwad Municipal Corporation would conduct centralized operations & surveillance on civil issues on the entire Hubballi-Dharwad City.
- 1.18. **“Intellectual Property Rights”** means any patent, copyright, trademark, tradename, service marks, brands, proprietary information whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- 1.19. **“Go- Live”** means commissioning of project after 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.
- 1.20. **“Notice”** means: a notice; or a consent, approval or other communication required to be in writing under this Contract.
- 1.21. **“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.
- 1.22. **“LSI’s Team”** means LSI 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 SI, authorized service providers/partners and representatives or other personnel employed or engaged either directly or indirectly by SI for the purposes of this Contract.
- 1.23. **“Consortium of firms”** : Bids can be submitted by a consortium of firms. A consortium shall not consist of more than three (3) parties (including the Lead Bidder). One of the Firms would be designated as a "Lead Bidder". The Lead Bidder shall be responsible for entire delivery of products, solutions, services, service delivery and meeting all the Terms & Conditions of this RFP (Volume 1 to 3). The Lead Bidder shall be responsible for ensuring the successful execution of integrated solution including meeting the SLAs. The list of Consortium Members needs to be declared in the bid which cannot be changed by the bidder later on. Any change in

the consortium partner will need to be approved by Authority. The consortium agreement shall be submitted to this effect clear mentioning the scope of each partner on the stamp paper by the successful bidder.

- 1.24. **“Replacement Service Provider”** means the organization replacing SI in case of contract termination for any reasons
- 1.25. **“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.
- 1.26. **“SCC”** means Special Conditions of Contract.
- 1.27. **“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.
- 1.28. **“Confidential Information”** means all information including Authority Project Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, customers, suppliers, products, developments, operations, processes data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party (whether a Party to this Agreement) in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement);
- 1.29. **“Authority Project Data”** means all proprietary data of Authority’s Project generated out of the transactions, documents and related information including but not restricted to user data which MSI obtains, possesses or processes in the context of providing the Services to the users pursuant to this Agreement.
- 1.30. **“Quarterly Payment (QP)”** means fees that the LSI may be entitled to be paid by the Authority on the quarterly basis for the services rendered during Operation and Maintenance Phase. However, the QP to be paid would be calculated by deducting penalties for breach of SLAs from QP.
- 1.31. **“Services”** means the services to be delivered to the Authority as specified in the RFP, using the tangible and intangible assets created, procured, installed, managed and operated by the MSI including the tolls of information and communication technology specified in the RFP.
- 1.32. **“Service Level”** means the level of service and other performance criteria which will apply to the services and as set out in the SLA;
- 1.33. **“Service Level Agreement (SLA)”** means the Implementation SLA and Operation and Maintenance SLA, executed by and between the parties and forming part of this agreement.

- 1.34. “Implementation Phase” shall mean and cover the implementation of the deliverables as specified and more fully mentioned in the VolII of the RFP.
- 1.35. “Operation and Maintenance Phase” shall mean and cover the Post Implementation deliverables as specified and more fully mentioned in the VolII of the RFP for a period of 9 months, unless terminated earlier.
- 1.36. **“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 or when the authority uses the deliverables for its intended use, whichever is earlier. Refer Section 5 of RFP Volume II.
- 1.37. “Proprietary Information” means processes, methodologies and technical and business information, including drawings, designs, formulas, flow COgharts, data and computer programs already owned by, or granted by third parties to the MSI hereto during the term of the agreement.
- 1.38. “Intellectual Property Rights” means any patent, copyright, trademark, trade name, service marks, brands, proprietary information whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- 1.39. MTTR: Mean Time to Repair means it is the minimum time to repair/replace the faulty hardware, software and applications, in hrs. The MTTR shall not exceed the hours stated in SLA from the time the complaint is logged. MTTR would be calculated as per the logs maintained in the EMS at KMDS DataCenter.
- 1.40. Mean time to repair (MTTR) hardware, software and applications: MTTR is the period of time between the time of opening the Trouble ticket and closing the Trouble ticket on service restoration. It is inclusive of travel time and restoration time. $MTTR = \text{Travel time} + \text{Restoration time}$.
- 1.41. Business Day: Services of Centralized DataCenter and ICOP shall be available 24X7.

2. Interpretation

- 2.1. 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. STRUCTURE

- 3.1. This Agreement shall operate as a legally binding services agreement specifying the master terms which apply to the Parties under this Agreement and to the provision of the Services by the MSI to the Authority under the SLA.

In the event of a change of Control of the LSI during the Agreement, LSI shall promptly notify the Authority of the same and in the event that the net worth of the surviving entity is less than that of LSI prior to the change of Control, the Authority may within 30 days of his/her becoming aware of the change in control, require a replacement of existing Project Performance Guarantee furnished by the LSI from a guarantor acceptable to the Authority (which shall not be LSI or any of its associated entities). If such a guarantee cannot be obtained within 30 days of the Authority becoming aware of the change in Control, he/she may exercise his right to terminate this Agreement within a further 30 days by written notice, to become effective when specified in such notice. Pursuant to termination, the consequences of termination as set out in Section B, Clause 39 Liquidated Damages of the RFP will become effective. The internal reorganization of the LSI shall not be deemed as event of a change of

Control for purposes of this clause unless the surviving entity is of less net worth than the predecessor entity.

4. Conditions Precedent

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

- 4.1. Furnishing by LSI, an unconditional and irrevocable Performance Bank Guarantee i.e. IPBG of 10% of the Total Capex price contract towards the Implementation phase and OPBG 10% of the Total OPEX price (as mentioned in the para 4.3 **Performance Bank Guarantee (PBG)** of RFP Volume I) and acceptable to the Authority which would remain valid until such time as stipulated by the Authority.
- 4.2. 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 LSI's team, etc.
- 4.3. Furnish notarized copies of any/all contract(s) duly executed by LSI and its OEMs existing, at the time of signing of this contract in relation to the Authority's project.
- 4.4. Furnishing of such other documents as the Authority may specify/ demand.
- 4.5. The Authority reserves the right to waive any or all of the conditions specified in Clause 4.3 above in writing and no such waiver shall affect or impair any right, power or remedy that the Authority may otherwise have.
- 4.6. In the event that any of the conditions set forth in Clause 4.3 herein above 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.
- 4.7. In case there is a contradiction between the sections, the below hierarchy of sections in order of precedence :
 - 1 Pre-bid clarification and Corrigendum, if any
 - 2 Volume III of RFP (SCC holds precedence over GCC)
 - 3 Section 1 and 2 of RFP volume II
 - 4 Section 4 of RFP volume II
 - 5 RFP volume I
- 4.8. In the event that any of the Conditions Precedent not been fulfilled and the same has not been waived by either Party fully or partially, this Agreement shall cease to have any effect as of that date
- 4.9. Instead of terminating this Agreement as provided in paragraph above, the Parties may extend the time for fulfilling the Conditions Precedent and the Term of this Agreement by mutual agreement.

5. Scope of work

- 5.1. Scope of the work shall be as defined in **RFP Volume II** and Annexures thereto of the tender.
- 5.2. Authority has engaged LSI to provide services related to implementation of Hubballi Dharwad Smart City solutions using which the Authority intends to perform its business operations. LSI 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').

6. Commencement and duration of this agreement

This Agreement shall come into effect on _____ 2018 (hereinafter called the "Effective Date") and cover the Implementation Phase and the Operation and Maintenance Phase. The Operation and Maintenance Phase shall last for a period of 5 years from the date of Go-Live, subject to fulfilment of the rights and obligations of the parties under the Agreement.

7. Key Performance Measurements

- 7.1. Unless specified by the Authority to the contrary, SI 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 Service Level Agreement Section of this RFP.
- 7.2. 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.

8. Commencement and Progress

- 8.1. LSI 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).
- 8.2. LSI 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.
- 8.3. LSI shall be responsible for and shall ensure that all activities/services are performed in accordance with the Contract, Scope of Work and Technical Specifications and functional requirements and that LSI's Team complies with such Specifications and all other standards, terms and other stipulations/conditions set out hereunder.

9. Standards of performance

- 9.1. LSI 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 technology and engineering practices and safe and effective equipment, machinery, material and methods. LSI 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.

10. Approvals and Required Consents

- 10.1. The Authority shall extend necessary support to LSI to obtain, maintain and observe all relevant and customary regulatory and governmental licenses, clearances and applicable approvals (hereinafter the "Approvals") necessary for LSI to provide the Services. The costs of such Approvals shall be borne by LSI. Both parties shall give each other all co-operation and information reasonably.
- 10.2. The Authority shall also provide necessary support to Bidder in obtaining the Approvals. In the event that any Approval is not obtained, LSI 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 LSI 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 LSI 's obligations are dependent upon such Approvals.

11. Constitution of Consortium

- 11.1. 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, Lead 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.
- 11.2. The Consortium member/members has agreed that the lead bidder of the Consortium is the prime point of contact between the Consortium 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 Lead Bidder of the Consortium. The Lead Bidder shall be and solely responsible for the project execution/ The Lead Bidder along with all the Members of the consortium shall be Jointly responsible for the project execution
- 11.3. 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 lead bidder 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.

- 11.4. No agreement/contract executed within the consortium members be 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 LSI to the Authority. 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.
- 11.5. Where, during the term of this Contract, in case LSI terminates any contract/arrangement or agreement relating to the performance of Services, LSI shall be responsible and severally liable for any consequences resulting from such termination. LSI 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.

12. LSI's Obligations

- 12.1. LSI's obligations shall include all the activities as specified by the Authority in the Scope of Work and other sections of the RFP and Contract and changes as mutually agreed by both parties, thereof, enable Authority to meet the objectives and operational requirements. It shall be LSI's responsibility to ensure the proper and successful implementation, performance and continued operation of the proposed solution in accordance with and in strict adherence to the terms of his Bid, the RFP and this Contract.
- 12.2. In addition to the aforementioned, LSI shall provide services to manage and maintain the said system and infrastructure as mentioned in RFP Volume II
- 12.3. 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. However, ultimate responsibility of the project implementation shall lie with LSI.
- 12.4. Authority reserves the right to require changes in personnel, which shall be communicated to LSI. LSI with the prior approval of the Authority may make additions to the project team. LSI 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, LSI shall also ensure that the exiting members are replaced with at least equally qualified and professionally competent members.
- 12.5. LSI shall ensure that none of the Key Personnel (refer Section 3.4.3 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 (except for medical reason/death), a penalty of an amount INR 2 lakhs per such replacement shall be paid by LSI.

- 12.6. LSI 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 replaced with equivalent or better resource. The Authority may interview the resources suggested by SI before their deployment on board. It does not apply in case of change requested by the Authority.
- 12.7. In case of change in its team members, LSI 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.
- 12.8. LSI shall ensure that LSI's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. LSI shall ensure that the services are performed through the efforts of LSI's Team, in accordance with the terms hereof and to the satisfaction of the Authority. Nothing in this Contract relieves LSI from its liabilities or obligations under this Contract to provide the Services in accordance with requirements and as stated in this Contract and the bid to the extent accepted by the Authority and LSI 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.
- 12.9. LSI shall be fully responsible for deployment/installation/development and integration of all the software and hardware components supplied under the scope of this RFP and resolve any problems/issues that may arise due to integration of components.
- 12.10. LSI shall ensure that the OEMs supply equipment/components (including associated accessories and software) are available and shall ensure installation, commissioning, integration and maintenance of these components during the entire period of contract. LSI shall ensure that the respective OEMs supply the concerned software applications and shall support LSI in the installation/deployment, integration, roll-out and maintenance of these applications during the entire period of contract. It must clearly be understood by LSI that warranty and O&M of the system, products and services incorporated as part of system would commence from the day of Go-Live of system as a complete Smart city solutions including all the solutions proposed. LSI would be required to explicitly display that he/they have a back to back arrangement for provisioning of Warranty/AMC/O&M support till the end of contract period with the relevant OEMs and the same needs to be submitted along the Technical Bid (for the Warranty Period) as per the requirements.. The annual maintenance support shall include patches and updates the software, hardware components and other devices.
- 12.11. All the software licenses that SI 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.
- 12.12. All the OEMs that Bidder proposes should have Dealer/Manufacturer possession licenses.

- 12.13. The Authority reserves the right to review the terms of the Warranty and Annual Maintenance agreements entered into between SI 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, be submitted along with Technical Bid or immediately upon execution (for the AMC Period) be submitted by LSI to the Authority.
- 12.14. LSI shall ensure that none of the components and sub-components as proposed in their Technical Bid is declared end-of-sale or end-of-life by the respective OEMs for a period of 5 years and end-of-support for a period of 8 years from the date of Go-Live. If the OEM declares any of the products/solutions end-of-sale subsequently, the LSI shall ensure that the same is supported by the respective OEM for contract period.
- 12.15. 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, LSI 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.
- 12.16. The Licenses of all the Hardware, Software, Operating systems, Data Bases, system Software, COTS Software Product procured under this contract will be in the name of Authority only.
- 12.17. LSI shall ensure that the OEMs provide the support and assistance to LSI 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, LSI 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.
- 12.18. LSI 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.
- 12.19. LSI shall ensure that the OEMs for hardware servers/equipment or LSI'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.
- 12.20. LSI 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. The training has to be conducted using official OEM course curriculum mapped with the hardware/Software Product's to be implemented in the project.
- 12.21. LSI 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.

- 12.22. LSI 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.
- 12.23. LSI's representative(s) shall have all the powers requisite for the execution of scope of work and performance of services under this contract. LSI'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. LSI 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. LSI shall also have complete charge of LSI's personnel engaged in the performance of the works and to ensure compliance of rules, regulations and safety practice. LSI shall also cooperate with the other Service Providers/Vendors of the Authority working at the Authority's office locations & field locations and DC & DR sites of KMDS.
- 12.24. LSI 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. LSI shall also be responsible for resolving conflicts between vendors in case of borderline integration issues.
- 12.25. LSI is expected to set up a project office in Hubballi Dharwad City. The technical manpower deployed on the project should work from the same office. However, some resources may be required to work at the KMDS DC during the contract period.

13. Access to Sites

13.1. Sites would include the following

- Server Room, Command and Communications Center at the Hubballi Dharwad
- Implementation Locations for the Cameras as identified.
- The Centralized Data Center at KMDS, Rajajinagar, Bengaluru.

13.2. The Authority's representative upon receipt of request from LSI intimating commencement of activities at various locations shall give to LSI access to as much of the Sites as may be necessary to enable LSI to commence and proceed with the installation of the works in accordance with the program of work. Any reasonable proposal of LSI 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.

14. Start of Installation

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

- 14.2. As per TRAI guidelines, resale of bandwidth connectivity is not allowed
- 14.3. The plan and design documents thus developed shall be submitted by LSI for approval by the Authority.
- 14.4. After obtaining the approval from the Authority, LSI shall commence the installation.

15. Reporting Progress

- 15.1. LSI 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.
- 15.2. 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.
- 15.3. Periodic meetings shall be held between the representatives of the Authority and LSI 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.
- 15.4. SI shall ensure that the respective solution teams involved in the execution of work are part of such meetings.
- 15.5. Several review committees involving representative of the Authority and senior officials of LSI 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.
- 15.6. All the goods, services and manpower to be provided/deployed by LSI 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.
- 15.7. 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, LSI 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.
- 15.8. 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 LSI of its obligations/functions in accordance with the standards committed to or required by the Authority and LSI 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 LSI's books of accounts.

15.9. Should the rate of progress of the works or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works by the stipulated time, or is in deviation to Tender requirements/standards, the Authority's representative shall so notify LSI in writing.

15.10. LSI 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. LSI 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 LSI 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

15.11. The submission seeking approval by the Authority or Authority's representative of such plan shall not relieve LSI of any of his duties or responsibilities under the Contract.

15.12. In case during execution of works, the progress falls behind schedule or does not meet the Tender requirements, LSI 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 LSI within the contract value.

16. Project Plan

16.1. Within 15 calendar days of effective date of the contract/Issuance of WO, LSI 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 LSI shall conform to the requirements and timelines specified in the Contract. The Authority and LSI shall discuss and agree upon the work procedures to be followed for effective execution of the works, which LSI 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 LSI of any of his duties or responsibilities under the Contract.

16.2. If LSI's work plans necessitate a disruption/shutdown in Authority's operation including the Centralized Data Center Operation at KMDS, 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 LSI to develop/adhere such a work plan shall be to his account.

17. Adherence to safety procedures, rules regulations and restriction

17.1. LSI'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 LSI's Team shall abide by these laws.

17.2. Access to the Data Center, Command and Control Centre / City Operation Center shall be strictly restricted. No access to any person except the essential members of LSI'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. LSI shall maintain a log of all activities carried out by each of its team personnel.

17.3. 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

17.4. LSI shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. LSI'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.

17.5. LSI 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.

18. Statutory Requirements

18.1. During the tenure of this Contract nothing shall be done by LSI 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.

19. Authority's Obligations

- 19.1 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 LSI.
- 19.2 Authority shall ensure that timely approval is provided to LSI 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.
- 19.3 The Authority's representative shall interface with LSI, 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.
- 19.4 Authority may provide on Bidder's request, particulars/information/or documentation that may be required by LSI for proper planning and execution of work and for providing services covered under this contract and for which LSI may have to coordinate with respective vendors.

20. Payments

- 20.1 Authority shall make payments to LSI in line with the awarded amount as mentioned in LOI after deduction of Penalties and those undelivered services if any.
- 20.2 Authority shall make payments to LSI at the times and in the manner set out in the Payment schedule as specified in Payment Milestones referred to in RFP Volume II subject to the deduction of liquidated damages as mentioned under Clause 39 of Section B and subject to the penalties as mentioned under Clause 61 of Section B. Authority shall make all efforts to make payments to SI within **45 days** of receipt of undisputed, valid and due and payable invoice(s) and all necessary supporting documents.
- 20.3 LSI shall ensure to submit the following indicative supporting documents (but not exhaustive) required at different Phases for considering release of the payments by the Authority.

	Scope of Work	Payment Terms	Required Documentation for release of Payment
A. Application Development			
1	Upon finalization of SRS, FRS & SDD	10% of CAPEX value of City	<ul style="list-style-type: none"> · HLD documents · LLD documents

		Specific Application	<ul style="list-style-type: none"> · Application architecture documents · Technical Architecture documents. · Network Architecture documents. · ER diagrams and other data modeling documents. · Logical and physical database design. · Data dictionary and data definitions. · GUI design (screen design, navigation, etc.). · Test Plans · SoPs · Change management Plan
2	Development of Application	30% of CAPEX value of City Specific Application	Application deployment and configuration report
3	Integration with ICOP Platform	30% of CAPEX value of City Specific Application	Integration Testing Report
4	System Acceptance & Go-Live	30% of CAPEX value of City Specific Application	System Go-live Certificate by Authority
B. Hardware Components			
1	Design & Supply of all the components as per the Volume II of the RFP.	30 % of the Capex Value of the Hardware Components	<ul style="list-style-type: none"> · Equipment Delivery Challans · As-built Drawings
2	Installation & Commissioning of all the components as per the Volume II of the RFP.	40 % of the Capex Value of the Hardware Components	<ul style="list-style-type: none"> · Configuration Document · Self-Certification by LSI for Completion. · Manuals for each equipment · Verification Document by the Authority / Representatives
3	System Acceptance & Go-Live	30% of CAPEX value of Hardware Components	System Go-live Certificate by Authority
C. Operation & Maintenance Period			

1	Operations & Maintenance phase for a period of 60 months from the date of Go Live.	OPEX Value in equal quarterly installments	<ul style="list-style-type: none"> · EMS Reports measuring the Uptime of the H/W Components, Application. · Resolution per ticket opened and SLA Measurement Report
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- 20.4 Authority shall pay the applicable GST on the Goods & Services under the existing, amended or enacted laws during life of this contract on production of actual invoices and requisite GST Returns.
- 20.5 No invoice for extra work on account of change order shall be submitted by LSI unless the said extra work/change order has been authorized/approved by the Authority in writing in accordance with Change Control Note (Annexure I Volume III of this section of the RFP)
- 20.6 In the event of Authority noticing at any time that any amount has been disbursed wrongly to LSI or any other amount is due from LSI to the Authority, the Authority may without prejudice to its rights recover such amounts by other means after notifying LSI or deduct such amount from any payment falling due to LSI. The details of such recovery, if any, shall be intimated to SI. LSI 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 LSI.
- 20.7 All payments to SI shall be subject to the deductions of tax at source under Income Tax Act, and other taxes and deductions as provided for under any law, rule or regulation. All costs, damages or expenses which Authority may have paid or incurred, for which under the provisions of the Contract, LSI is liable, the same shall be deducted by Authority from any dues to LSI. All payments to LSI shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the Authority to LSI on chargeable basis.
- 20.8 Authority shall be entitled to delay or withhold payment of any invoice or part of it delivered by the LSI under this clause where the Authority's disputes such invoice or part limited to that which is in dispute. Any exercise by the Authority under this Article shall not entitle the LSI to delay or withhold provision of the Services.
- 20.9 Authority shall be entitled to delay or withhold payment of any invoice or part of it delivered by the MSI under this clause where Authority disputes any previous invoice or part of it that it had not previously disputed under Clause 26 of this Volume provided that such dispute is bona fide. Any exercise by the Authority under this Clause shall not entitle the LSI to delay or withhold provision of the services.

21. Intellectual Property Rights

- 21.1. Retention of Ownership except for the rights expressly granted to the LSI under this Agreement, the authority shall retain all right, title and interest in and to the Licensed Technology, including all worldwide Technology and intellectual property and proprietary rights.

- 21.2. LSI must ensure that while using any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person/Company. LSI shall keep the Authority indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by LSI or LSI's Team during the course of performance of the Services. LSI's liability is excluded regarding any claim based on any of the following
- (a) anything Authority provides which is incorporated into the Solution;
 - (b) the Authority's modification of the solution;
 - (c) the combination, operation, or use of the solution with other materials, if the third party claim has been caused by the combination, operation or use of the solution.
- 21.3. 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 LSI solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. LSI 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.
- 21.4. If Authority desires, SI shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied/installed by LSI, the same shall be acquired in the name of the Authority, prior to termination of this Contract and which may be assigned by the Authority to LSI for the purpose of execution of any of its obligations under the terms of the Bid, Tender or this Contract. However, subsequent to the term of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the Authority.
- 21.5. LSI 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.

22. Taxes

- 22.1 LSI shall bear all personnel taxes levied or imposed on its personnel, or any other member of LSI's Team, etc. on account of payment received under this Contract. LSI shall bear all corporate taxes, levied or imposed on LSI on account of payments received by it from the Authority for the work done under this Contract.
- 22.2 LSI shall bear all taxes and duties etc. levied or imposed on LSI under the Contract. It shall be the responsibility of LSI to submit to the concerned Indian authorities

the returns and all other connected documents required for this purpose. LSI shall also provide the Authority such information, as it may be required in regard to LSI'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 LSI original certificates for tax deduction at source and paid to the Tax Authorities.

- 22.3 LSI 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
- 22.4 LSI shall fully familiarize themselves about the applicable taxes (such as GST, duties, fees, levies, etc.) on amounts payable by the Authority under the Agreement. All such taxes rates must be submitted by Bidders separately as per the format 7.13 of Volume I of the RFP. The LSI to provide the prices of the components exclusive of all such taxes in the financial proposal.
- 22.5 LSI 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/LSI.

23. Indemnity

- 23.1 LSI 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:
- (i) any gross full or willful misconduct act or omission by LSI or any third party associated with LSI in connection with or incidental to this Contract; or
 - (ii) Breach of any terms of MSI's bid as agreed, the RFP and this Contract by MSI
 - (iii) 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
- 23.2 LSI 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.
- 23.3 Regardless of anything contained (except for LSI's liability for bodily injury and/ or damage to tangible and real property for which it is legally liable and it's liability for patent and copyright infringement in accordance with the terms of this Agreement) the total liability of LSI, is restricted to the total value of the contract and LSI is not responsible for any third party claims.

24. Warranty

- 24.1 A comprehensive warranty applicable on goods supplied under this contract shall be provided by the LSI for the period of 3 years and Comprehensive AMC of 2 years from the date of acceptance of respective system by the Authority.
- 24.2 Technical Support for H/W Components, Relevant System 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 components.
- 24.3 The LSI 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 LSI and respective OEM along with service and spares support to ensure its efficient and effective operation for the entire duration of the contract.
- 24.4 The LSI 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.
- 24.5 The LSI further warrants at the time of the Delivery 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 LSI, that may develop under normal use of the supplied Goods in the conditions prevailing at the respective Sites.
- 24.6 The Authority shall promptly notify the SI in writing of any claims arising under this warranty.
- 24.7 Upon receipt of such notice, the LSI 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 LSI under the Contract.
- 24.8 If the LSI, having been notified, fails to remedy the defect(s) within the Warranty period, the Authority may proceed to take such remedial action as may be necessary, at the LSI's risk and expense and without prejudice to any other rights which the Authority may have against the LSI under the Contract.
- 24.9 Any OEM specific warranty terms that do not conform to conditions under this Contract shall not be acceptable.

25. Term and Extension of the Contract

- 25.1 The Contract period shall commence from the Effective Date, and shall remain valid for 60 Months from the effective date.

- 25.2 If the delay occurs due to circumstances beyond control of LSI such as strikes, lockouts, fire, accident, delay in approvals or any cause whatsoever beyond the reasonable control of LSI, a reasonable extension of time shall be granted by the Authority.
- 25.3 The Authority shall reserve the sole right to grant any extension to the term abovementioned and shall notify in writing to SI, at least 3 (three) months before the expiration of the Term hereof, whether it shall grant LSI 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 LSI.
- 25.4 Where the Authority is of the view that no further extension of the term be granted to LSI, the Authority shall notify LSI of its decision at least 3 (three) months prior to the expiry of the Term. Upon receipt of such notice, LSI 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/SI or create its own infrastructure to operate such Services as are provided under this Contract.

26. Dispute Resolution

- 26.1 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.
- 26.2 **The procedure of arbitration shall be as follows:**
- a) In case of dispute or difference arising between the Authority and the LSI relating to any matter arising out of this agreement it shall be settled in accordance with the Arbitration and Conciliation act 1996. The disputes or differences shall be referred to a sole Arbitrator. The sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (any one of the organizations as listed in clause 18.6)
 - b) The Arbitration proceedings shall be held in Hubballi, Karnataka , India
 - c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each party in connection with the preparation, presentation, etc. shall be borne by each party itself.
 - d) Performance under the contract shall continue during the arbitration proceedings and the payment due to the LSI by the authority shall not be withheld unless they are the subject matter of the arbitration proceedings.
- 26.3 Arbitration proceedings shall be governed by Arbitration and Conciliation Act, 1996.
- 26.4 The Arbitration proceeding shall be governed by the substantive laws of India.
- 26.5 The proceedings of Arbitration shall be in English language.
- 26.6 The list of organizations which are considered as appointing authorities for appointment of sole arbitrators

- e) Indian Council of Arbitration, New Delhi
- f) International center for alternate dispute resolutions

27. Governing Law and Jurisdiction

27.1 All disputes arising out of or in connection with this Contract shall be governed by the Indian laws for the time being in force, and as amended from time to time and the Civil Court at Bengaluru city, India, shall have jurisdiction over all matters arising out of or relating to this Agreement.

28. Amendment

28.1 The Parties acknowledge and agree that amendment to this agreement shall be made in writing in accordance with terms of this Agreement.

29. Time is the Essence

29.1 Time shall be of the essence in respect of any date or period specified in this Contract or any notice, demand or other communication served under or pursuant to any provision of this Contract and in particular in respect of the completion of the activities by LSI by the specified completion date.

30. Conflict of interest

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

31. Publicity

31.1 LSI 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 LSI its written consent.

32. Force Majeure

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

32.2 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 LSI 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.

- 32.3 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.
- 32.4 In the event a Force Majeure, persists for a period beyond 90 days without prejudice to any other provisions contained anywhere in the agreement the authority has the right to terminate the contract.

33. Delivery

- 33.1 LSI shall bear the cost for packing, transport, insurance, storage and delivery of all the goods for “**Request for Proposal for Selection of System Integrator for Implementation of Command and Control Centre Components of Hubballi-Dharwad**” at all locations identified by the Authority.
- 33.2 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.

34. Insurance

- 34.1 The Goods supplied under this Contract shall be comprehensively insured by LSI at his own cost, against any loss or damage, for the entire period of the contract. LSI shall submit to the Authority, documentary evidence issued by the insurance company, indicating that such insurance has been taken.
- 34.2 LSI 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 and the installation cost shall also be borne by LSI.
- 34.3 LSI 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

35. Transfer of Ownership

- 35.1 LSI 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 SI. SI is expected to provide source code, transfer IPR and ownership right of only those solutions which would be customized by bidder for use of Hubballi-Dharwad Smart City Ltd. For any preexisting work, SI & Hubballi-Dharwad Smart City Ltd shall be jointly responsible and its use in any other project by SI shall be decided on mutual consent.
- 35.2 Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by the Authority, LSI shall deliver to the Authority all Documents provided by or originating from the Authority and all Documents produced by or from or for LSI in the course of performing the Services, unless otherwise directed in writing by the Authority at no additional cost. LSI shall not, without the prior written consent of the Authority store, copy, distribute or retain any such Documents.

36. Exit Management Process

36.1 Purpose

- 36.1.1 The period for providing exit management services (Exit Management Period) would be applicable under two cases :
- a) In case of expiry of this Agreement: Under this scenario, exit management period would start 6 months before the date of expiry of this Agreement and end on the date of expiry of this Agreement.
 - b) In case of termination of this Agreement: Under this scenario, Exit Management Period would commence a month after the notice of termination is issued to the MSI and extend for a period of 6 months.
- 36.1.2 In the case of termination of this Agreement due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Clause shall apply.
- 36.1.3 The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Clause.

36.2 Cooperation and Provision of Information

During the Exit Management period:

- 36.2.1 The LSI will allow the Authority access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the Authority to assess the existing services being delivered;

36.2.2 Promptly on reasonable request by the Authority, the LSI shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this Agreement relating to any material aspect of the Services (whether provided by the LSI or sub-contractors appointed by the LSI). The Authority shall be entitled to copy of all such information. Such information shall include details pertaining to the Services rendered and other performance data. The LSI shall permit the Authority and/or any Replacement LSI to have reasonable access to its employees as reasonably required by the Authority to understand the methods of delivery of the Services employed by the MSI and to assist appropriate knowledge transfer.

36.3 Confidential Information, Security and Data

36.3.1 LSI will promptly on the commencement of the Exit Management Period supply to the Authority the following:

- a) Information relating to the current services rendered and customer satisfaction surveys and performance data relating to the performance of sub-contractors in relation to the Services;
- b) Documentation relating to Project's Intellectual Property Rights;
- c) PROJECT data and confidential information;
- d) Documentation relating to sub-contractors;
- e) All current and updated PROJECT data as is reasonably required for purposes of PROJECT or its nominated agencies transitioning the Services to its Replacement LSI in a readily available format nominated by the Authority;
- f) All other information (including but not limited to documents, records and agreements) relating to the Services reasonably necessary to enable the PROJECT or its nominated agencies, or its Replacement LSI to carry out due diligence in order to transition the provision of the Services to PROJECT or its nominated agencies, or its Replacement MSI (as the case may be).

36.3.2 Before the expiry of the Exit Management Period, the LSI shall deliver to the Authority all new or up-dated materials from the categories set out in the Clause above and shall not retain any copies thereof, except that the LSI shall be permitted to retain one copy of such materials for archival purposes only.

36.3.3 Before the expiry of the Exit Management Period, unless otherwise provided under this Agreement, the Authority shall deliver to the LSI all forms of LSI's confidential information, which is in the possession or control of PROJECT or its users.

36.4 Transfer of Certain Agreements

On request by the Authority, the LSI shall effect such assignments, transfers, licenses and sub-licenses as the Authority may require in favor of the Authority, or its Replacement LSI in relation to any equipment lease, maintenance or service provision agreement between LSI and third party lessors, vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by the Authority or its Replacement LSI.

36.5 General Obligations of the LSI

- 36.5.1 LSI shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the Authority or its nominated agencies or its Replacement LSI and which the LSI has in its possession or control at any time during the Exit Management Period.
- 36.5.2 For the purposes of this Clause, anything in the possession or control of any LSI, associated entity, or sub-contractor is deemed to be in the possession or control of the LSI.
- 36.5.3 LSI shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

37. Exit Management Plan

- 37.1 An Exit Management plan shall be furnished by LSI 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.
 - i. A detailed program of the transfer process that could be used in conjunction with a Replacement Service Provider including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
 - ii. Plans for provision of contingent support to Project and Replacement Service Provider for a reasonable period after transfer.
 - iii. Exit Management plan in case of normal termination of Contract period
 - iv. Exit Management plan in case of any eventuality due to which Project is terminated before the contract period.
 - v. Exit Management plan in case of termination of LSI
- 37.2 Exit Management plan at the minimum adhere to the following:
 - i. Three (3) months of the support to Replacement Service Provider post termination of the Contract.
 - ii. Complete handover of all the Deliverables including Planning documents, bill of materials, functional requirements specification, technical specifications of all equipment, change requests if any, sources codes, wherever applicable, reports, documents and other relevant items to the Replacement Service Provider/Authority.

- iii. Certificate of Acceptance from authorized representative of Replacement Service Provider issued to LSI on successful completion of handover and knowledge transfer.
- 37.3 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.
- 37.4 During the exit management period, LSI shall use its best efforts to deliver the services.

B. Special Conditions of Contract (SCC)

38. Performance Security

- 38.1 The successful bidder shall submit the following Performance Bank Guarantees at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) to the Authority, GoK. The PBG shall be from a Nationalized Bank/Scheduled bank in the format prescribed in Section 9 - Annexure 7 (a), payable on demand at any of the bank branch at Hubballi , for the due performance and fulfilment of the contract by the bidder.
- i. Implementation Performance Bank Guarantee (IPBG) shall be submitted within Twenty One (21) working days from the date of issuance of LOI, for an amount equivalent to 10% of the total CAPEX price (awarded capex amount) towards the implementation Phase, valid for a period of one year or Until Go-Live date whichever is later.
 - ii. Operational Performance Bank Guarantee (OPBG) shall be submitted to the authority prior to expiry of the IPBG at least 3 months in advance, towards the Operation Phase for an amount equivalent to 10% of the total OPEX price (awarded opex amount) valid for a period of 5 years plus 60 days.

39. Liquidated Damages

- 39.1 If LSI 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, shall deduct from the Contract price an amount, as liquidated damages, as specified in Penalties of RFP Vol III.
- 39.2 The deduction shall not in any case exceed 10 % of the **Contract Value**.
- 39.3 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 LSI in its hands (which includes the Authority's right to claim such amount against LSI's Bank Guarantee) or which may become due to LSI. Any such recovery or liquidated damages shall not in any way relieve LSI from any of its obligations to complete the Work or from any other obligations and liabilities under the Contract.
- 39.4 Delay not attributable to LSI shall be considered for exclusion for the purpose of computing liquidated damages.

40. Limitation of Liability

- 40.1 There shall be no limitation of liability in case of any damages for bodily injury (including death) and damage to real property and tangible personal property.
- 40.2 This Agreement does not grant or create any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective parties to this Agreement.

- 40.3 Any claim or series of claims arising out of in connection with this Agreement shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within a period of 18 months from the date when the cause of action first arose or within such longer period as may be permitted by applicable law without the possibility of contractual waiver or limitation.
- 40.4 The Authority shall be entitled to claim the remedy of specific performance under this Agreement.
- 40.5 There shall be no limit on liability due for damages mentioned in Clause 40.1 above and penalties payable by the MSI for breach of the SLA, in accordance with this Agreement.
- 40.6 The LSI shall also be liable for damages caused due to breach by LSI of its obligations under this Agreement other than as stated in Clause 40.5 above. However, the aggregate liability of the LSI for damages caused due to breach by LSI of its obligations under this Agreement other than as stated in Clause 40.5 above, shall not exceed the aggregate amount received by the LSI from the Authority under this Agreement. It is hereby clarified that in the event this Agreement is terminated by the Authority for breach by LSI of its obligations under this Agreement, the LSI shall be liable to make payment of Rs. _____/-(Rupees _____ only), as penalty. IN such event the Authority, shall be entitled to invoke the Performance Bank Guarantee provided by the LSI towards penalty under this Section.

41. Ownership and Retention of Documents

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

42. Information Security

- 42.1 LSI 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 Project location without written permission from the Authority.
- 42.2 LSI 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.
- 42.3 All documentation and media at any implementation location shall be properly identified, labeled and numbered by LSI. LSI shall keep track of all such items and provide a summary report of these items to the Authority whenever asked for.

- 42.4 Access to Authority's data and systems, Internet facility used by LSI at any location shall be in accordance with the written permission by the Authority. The Authority shall allow LSI to use facility in a limited manner subject to availability. It is the responsibility of LSI to prepare and equip himself in order to meet the requirements.
- 42.5 LSI 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 LSI 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 LSI to protect its own proprietary information. LSI recognizes that the goodwill of Authority depends, among other things, upon LSI keeping such proprietary information confidential and that unauthorized disclosure of the same by LSI or its team could damage the goodwill of Authority, and that by reason of LSI's duties hereunder. LSI may come into possession of such proprietary information, even though LSI 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. LSI shall use such information only for the purpose of performing the said services.
- 42.6 LSI shall, upon termination of this agreement for any reason, or upon demand by Authority, whichever is earliest, return any and all information provided to LSI by Authority, including any copies or reproductions, both hardcopy and electronic.
- 42.7 By virtue of the Contract, LSI 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 LSI team in the course of performing the Services under the Contract

43. Audit, Access and Reporting

43.1 Purpose

This Clause details the audit, access and reporting rights and obligations of the Authority and the LSI under this Agreement.

43.2 Performance Audit

- 43.2.1 LSI shall allow Authority to access all the H/W and Software installed under the scope of this RFP located at the Data Center centrally at Bangalore and various implementation Location in the **Request for Proposal for Selection of System Integrator for Implementation of Command and Control Centre Components of Hubballi-Dharwad**
- 43.2.2 for the purpose of verifying the performance of the LSI by way of quarterly audit that would verify all service levels during the contractual period.

43.2.3 The third party agency will be responsible for verification, validation of all invoices under the terms and conditions of the agreement and will recommend the eligible payment.

43.3 **Audit Notice and Timing**

43.3.1 As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavors to agree to a timetable for routine audits during the Implementation Phase and the Roll out Phase. Such timetable During the Implementation Phase, the Authority and thereafter during the Roll out Phase, the Authority shall conduct routine audits in accordance with such agreed timetable and shall not be required to give the LSI any further notice of carrying out such audits.

43.3.2 Authority may conduct non-timetabled audits at his/ her own discretion if he/ she reasonably believes that such non-timetabled audits are necessary as a result of an act of fraud by the LSI, a security violation, or breach of confidentiality obligations by the LSI, provided that the requirement for such an audit is notified in writing to the LSI a reasonable period time of at least 7 days, prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail the reasons for the requirement and the alleged facts on which the requirement is based. If the LSI considers that the non-timetabled audit was not appropriate, the matter shall be referred to Steering committee of the Authority.

43.3.3 The frequency of audits shall be 6 month, provided always that the Authority shall endeavor to conduct such audits with the lowest levels of inconvenience and disturbance practicable being caused to the LSI.

43.4 Access

43.4.1 The LSI shall provide to the Authority reasonable access to employees, subcontractors, suppliers, agents and third party facilities as detailed in as detailed in the RFP, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections. The Authority shall have the right to copy and retain copies of any relevant records. The LSI shall make every reasonable effort to co-operate with them.

43.5 Audit Rights

43.5.1 The Authority shall have the right to audit and inspect LSI as detailed in the RFP, the Data centres, Sites, documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify.

- a) The security, integrity and availability of all Project data processed, held or conveyed by the LSI on behalf of Authority and documentation related thereto;

- b) That the actual level of performance of the services is the same as specified in the SLA;
- c) That the LSI has complied with the relevant technical standards, and has adequate internal controls in place; and
- d) The compliance of the LSI with any other obligation under this Agreement.
- e) Security audit and implementation audit of the system shall be done once each year, the cost of which shall be borne by the LSI.

43.5.2 For the avoidance of doubt the audit rights under this clause shall not include access to the LSI's profit margins or overheads or any other financial data related to profit margins or overheads associated with any obligation under this Agreement.

43.6 Action and Review

43.6.1 Any change or amendment to the systems and procedures of the LSI, where applicable arising from the audit report shall be agreed within thirty (30) calendar days from the submission of the said report.

43.6.2 Any discrepancies identified by any audit pursuant to this Clause shall be immediately notified to the Authority and the LSI Project Manager who shall determine what action should be taken in respect of such discrepancies in accordance with the terms of this Agreement

43.7 Records and Information

43.7.1 For the purposes of audit in accordance with this Clause, the LSI shall maintain true and accurate records in connection with the provision of the Services and the LSI shall handover all the relevant records and documents except its financial records as far as they relate to profit margins and overheads upon the termination or expiry of this Agreement.

44. Records of contract documents

44.1 LSI 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.

44.2 LSI 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.

45. Security and Safety

45.1 LSI 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.

- 45.2 LSI shall upon reasonable request by the Authority, or its nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.

46. Confidentiality

- 46.1 LSI 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.
- 46.2 The Authority reserves the right to adopt legal proceedings, civil or criminal, against LSI in relation to a dispute arising out of breach of obligation by LSI under this clause.
- 46.3 LSI 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.
- 46.4 LSI 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.
- 46.5 LSI shall be liable to fully recompense the Authority for any loss of revenue arising from breach of confidentiality.

47. Events of Default by LSI

The failure on the part of LSI 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 SI. The events of default are but not limited to:

- 47.1 LSI has failed to perform any instructions or directives/amended directive issued by the Authority which it deems proper and necessary to execute the scope of work or provide services under the Contract, or
- 47.2 LSI has failed to confirm/adhere to any of the key performance indicators as laid down in the Key Performance Measures/Service Levels, or if LSI 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 LSI may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the Authority;
- 47.3 LSI 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 LSI/LSI's Team to comply with any stipulations or standards as laid down by the Authority; or LSI 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

- 47.4 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 LSI.
- 47.5 LSI has failed to comply with or is in breach or contravention of any applicable laws. Where there has been an occurrence of such defaults inter alia as stated above, the Authority shall issue a notice of default to SI, setting out specific defaults/deviances/omissions/non-compliances/non-performances and providing a notice of thirty (30) days to enable such defaulting party to remedy the default committed.
- 47.6 Where despite the issuance of a default notice to LSI by the Authority, LSI fails to remedy the default to the satisfaction of the Authority, the Authority may, where it deems fit, issue to the defaulting party another default notice or proceed to contract termination.

48. Termination

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

- 48.1 Where the Authority is of the opinion that there has been such Event of Default on the part of LSI which would make it proper and necessary to terminate this Contract and may include failure on the part of LSI to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under this Contract.
- 48.2 Where it comes to the Authority's attention that LSI (or LSI's Team) is in a position of actual conflict of interest with the interests of the Authority, in relation to any of terms of LSI's Bid, the RFP or this Contract.
- 48.3 Where LSI's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against LSI, any failure by LSI to pay any of its dues to its creditors, the institution of any winding up proceedings against LSI or the happening of any such events that are adverse to the commercial viability of LSI. In the event of the happening of any events of the above nature, the Authority shall reserve the right to take any steps as are necessary, to ensure the effective transition of the sites pilot site to a successor agency, and to ensure business continuity.
- 48.4 **Termination for Insolvency:** The Authority may at any time terminate the Contract by giving written notice to LSI, without compensation to LSI, if LSI becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Authority.

49. Consequence of Termination

- 49.1 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 LSI 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 LSI in relation to the execution/continued execution of the requirements of the Contract.

- 49.2 Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of LSI or due to the fact that the survival of LSI as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the Authority shall pay LSI for that part of the Services which have been authorized by the Authority and satisfactorily performed by LSI up to the date of termination.
- 49.3 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.
- 49.4 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.
- 49.5 Upon Termination of this Agreement by the Authority, the Parties will comply with the Exit Management Process and Plan.

50. Notices

- 50.1 Any notice or other document, which may be given by either Party under this Agreement, shall be given in writing in person or by pre-paid recorded delivery post.
- 50.2 In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal of registered office address as set out below

Postal Address:

The Managing Director
Hubballi Dharwad Smart City Limited,
Hubballi
LSI :
M/s. _____

- 50.3 Any notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 10:00am and 5:00pm at the address of the other Party set forth above and obtain confirmation on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).

- 50.4 Either Party to this Agreement may change its address, telephone number, facsimile number and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

51. Variations And Further Assurance

- 51.1 No amendment, variation or other change to this Agreement shall be valid unless authorized in accordance with the change control procedure as set out in the Change control Clause 57 of this RFP mentioned below and made in writing and signed by the duly authorized representatives of the Parties to this Agreement.
- 51.2 Each Party to this Agreement agrees to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in this Agreement.

52. Severability And Waiver

- 52.1 If any provision of this Agreement, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the remainder of the provisions in question which shall remain in full force and affect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision
- 52.2 No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement of any right, remedy or provision of this Agreement shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

53. Compliance With Laws And Regulations

- 53.1 Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to it) at all times comply with all applicable laws, rules and regulations. For the avoidance of doubt the obligations of the Parties to this Agreement are subject to their respective compliance with all applicable laws and regulations.

54. Ethics

- 54.1 LSI represents, warrants and covenants that It has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment or other things of value to any employee or agent of Authority, or its nominated agencies in connection with this Service Agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of Authority's standard policies and may result in cancellation of this Agreement.

55. Entire Agreement

55.1 This Agreement, the SLA and the definitions, Vol.I, Vol.II and Vol.III and all Annexures appended thereto and the contents and specifications of the RFP constitute the entire agreement between the parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein.

56. Survivability

56.1 The termination or expiry of this Agreement for any reason shall not affect or prejudice any terms of this Agreement, or the rights of the Parties under them which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination.

57. Change Control Note (CCN)

57.1 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 LSI and changes to the terms of payment.

57.2 Change requests in respect of the contract, shall emanate from the LSI either on his own or as instructed by the authority, however the same shall be approved by the authority who shall act as its sponsor throughout the Change Control Process, for which LSI shall complete Part A of the CCN (Annex I RFP Vol. III)..

57.3 LSI and the Authority while preparing the CCN, shall consider the change in the context of whether the change is beyond the scope of Services. The CCN shall be applicable for the items which are beyond the stated/implied scope of work as per the RFP document.

57.4 In event, there is no common consensus between both the parties, a Committee of Subject/Industry Expert will be appointed by the Authority and the decision of the Committee will be final and binding on both the parties.

57.5 In the event the LSI has quoted for an infrastructure that has already been listed in his quote and is easily tangible, the same shall be applicable if variation order is placed at any point during the 5 years of LSI's appointment. CCN will be applicable only for any new functional requirement and new infrastructure requirement.

57.6 SI shall assess the CCN and complete Part B of the CCN. In completing Part B of the CCN SI/Lead Bidder shall provide as a minimum:

- a description of the change;
- a list of deliverables required for implementing the change;
- a timetable for implementation;
- an estimate of any proposed change;
- any relevant acceptance criteria;
- an assessment of the value of the proposed change;

- Material evidence to prove that the proposed change is not already covered within the scope of the RFP, Agreement and Service Levels.
- 57.7 Prior to submission of the completed CCN to the Authority or its nominated agencies, LSI shall undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, LSI 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.
- 57.8 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 LSI meets the obligations as set in the CCN. In the event LSI 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 LSI. Change requests and CCNs shall be reported monthly to each Party's representative who shall prioritize and review progress.

C. SERVICE LEVELS

58. Purpose

58.1 The purpose is to define the levels of service provided by LSI to the Authority for the duration of the contract.

- Start a process that monitors the aspect of performance.
- Intimate the authority on the drops of performance below the threshold defined by the Authority
- Help Authority control the levels and performance of MSI's services

58.2 The Service Levels are between the Authority and LSI.

59. Service Level Agreements & Targets

59.1 This section is agreed to by Authority and LSI as the key performance indicator for the project. This may be reviewed and revised according to the procedures detailed in Clause 64-SLA Change Control.

59.2 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 tables Clause 61 of this RFP are for the period of contract.

59.3 The procedures in Clause 26 shall be used if there is a dispute between Authority and LSI on what the permanent targets should be.

60. Service Level Monitoring

60.1 Service Level parameters defined in Clause 61 shall be monitored on a periodic basis, as per the individual parameter requirements. The Authority will arrange for providing appropriate web based SLA measurement and monitoring tools with requisite number of credentials. The LSI needs to provide all requisite access to the Authorities designated personnel for configuring all the associated components with the SLA management software. Authority shall also have the right to have an independent technical auditor, third party appointed by the authority for monitoring the Service levels. LSI shall be expected to take immediate corrective action for any breach in SLA. In case issues are not rectified to the complete satisfaction of Authority, within a reasonable period of time defined in this RFP, then the Authority shall have the right to take appropriate penalizing actions, or termination of the contract.

60.2 Performance Penalty for not meeting a measurement parameter for any two months in consecutive quarters shall result in twice the penalty percentage of that respective measurement parameter in the third quarter for all the three months at the discretion of the Authority.

60.3 Maximum Penalty applicable for any quarter shall not exceed 10% of the 'applicable fees' for the respective quarter.

60.4 Three consecutive quarterly deductions of 10% of the applicable fee on account of any reasons shall be deemed to be an event of default and termination as per Clause 48 of this Section of RFP respectively and the consequences as provided in Clause 49 of this section of RFP shall follow at the discretion of the Authority.

- 60.5 The payment to the agency shall be on Quarterly basis as stated in the RFP.
- 60.6 For purposes of the SLA, the definitions and terms as specified in the document along with the following terms shall have the meanings set forth below:
- a) "Total Time" - Total number of hours in the quarter (or the concerned period) being considered for evaluation of SLA performance.
 - b) "Uptime" – Time period for which the specified services/ outcomes are available in the period being considered for evaluation of SLA.
 - c) "Downtime"- Time period for which the specified services/ components/ outcomes are not available in the concerned period, being considered for evaluation of SLA, which would exclude downtime owing to Force Majeure & Reasons beyond control of the successful bidder.
 - d) "Scheduled Maintenance Time" - Time period for which the specified services/ components with specified technical and service standards are not available due to scheduled maintenance activity. MSI is required to take at least 10 days prior approval from the authority for any such activity. The scheduled maintenance should be carried out during non-peak hours (like post mid-night, and should not be for more than 4 hours. Such planned downtime would be granted max 4 times a year.
 - e) "Incident" - Any event / abnormalities in the service being rendered, that may lead to disruption in normal operations and services to the end user.

61. Measurement & targets

61.1 Implementation phase related performance levels

T1 is the date of Award of Contract/Signing of the Contract

	Activity		Individual phases of the activities	Timeline	Penalty for delay
Phase-I (270 Days)					
1	Resource Mobilization	•	<ul style="list-style-type: none"> • Resource Mobilization • Inception Report 	T1+15 Days	Delay of one week, 0.05% of Contract Value Delay of Two week, 0.075% of Contract Value Subsequent delay will result in deduction of

	Activity		Individual phases of the activities	Timeline	Penalty for delay
					0.1% of Contract Value
2	Implementation of ICT enabled Solid Waste Management Application, Smart Parking, Intelligent Traffic Management System, VMS, Smart meters , environmental sensors, Digital bill boards, Wi-hotspots, Command and Control Center, PIS		SOPs and Use-Cases for integration of individual ICT application with Common Command and Control Application	T1+30 Days	0.5% of the Total Capex for the activity per week of delay or part thereof upto maximum of 10% of the Capex.
		Procurement of the hardware & software infrastructure required for : <ul style="list-style-type: none"> • Implementation of Solution Components • Set-up of Command and Control Centre 	T1+45 days	0.5% of the Total Capex for the activity per week of delay or part thereof upto maximum of 10% of the Capex.	
		FRS, SRS,LLD, HLD, CONOPS, for implementation and integration of individual ICT application with Common Command and Control Application	T1+60 Days	0.5% of the Total Capex for the activity per week of delay or part thereof upto maximum of 10% of the Capex.	
		Installation & Commissioning of field devices and H/W , S/W required at the Command and Control Centre	T1+90 days	0.5% of the Total Capex for the activity per week of delay or part thereof upto maximum of	

	Activity		Individual phases of the activities	Timeline	Penalty for delay
					10% of the Capex.
			Development and Testing of standalone application	T1+120 Days	0.5% of the Total Capex for the activity per week of delay or part thereof upto maximum of 10% of the Capex.
			Testing of Application Integration	T1+150 Days	0.5% of the Total Capex for the activity per week of delay or part thereof upto maximum of 10% of the Capex.
			Completion of Integration with UAT sign off	T1+ 180 Days	0.5% of the Total Capex for the activity per week of delay or part thereof upto maximum of 10% of the Capex.
3	Integration of applications at Common Operating platform		ICT Solid Waste Management Application		0.5% of the Total Capex for the activity per week of delay or part thereof upto
			City Surveillance (Police Feed)		
			Intelligent Public Transport System		

	Activity		Individual phases of the activities	Timeline	Penalty for delay
			Intelligent Traffic Management	T1+270 days	maximum of 10% of the Capex.
			Smart Parking		
			VMS		
			e-Governance		
			Smart Water Meters		
			Digital Bill Boards		
			Wi-Fi Hotspots		
			Fire & Emergency Management		
			Geographical Information System (GIS)		
4	Phase I operationalization & Go-Live		Go-Live	T1+270 days	
Phase – II (271-450 Days)					
5	Phase II implementation of Physical infrastructure for Smart Parking, ICT enabled Solid Waste Management, Intelligent Traffic Management System, VMS, Digital bill boards, Wi-hotspots, PIS, Network components for city surveillance		Procurement of the residual/ additional hardware & software infrastructure required from phase I	T1+315 days	0.5% of the Total Capex for the activity per week of delay or part thereof upto maximum of 10% of the Capex.
			Installation & Commissioning of field devices	T1+360 days	0.5% of the Total Capex for the activity per week of delay or part thereof upto maximum of 10% of the Capex.

	Activity		Individual phases of the activities	Timeline	Penalty for delay
6	Integration of applications at Common Operating platform		Integration of City surveillance (Feed from other cameras installed in the city apart from the police feed) with City ICCC.	T1+ 450 Days	0.5% of the Total Capex for the activity per week of delay or part thereof upto maximum of 10% of the Capex.
			Emergency and Disaster Management		
			Smart Street Lighting		
			e-Governance		
			Water SCADA		
			Geographical Information System (GIS)		
7	Phase II operationalization & Go-Live		Go-Live	T1+450 days	0.5% of the Total Capex for the activity per week of delay or part thereof upto maximum of 10% of the Capex.

61.2 Operation & Maintenance Period Penalty

Sl No	Measurement	Definition	Target	Penalty
1.	CCC H/W Infrastructure including <ol style="list-style-type: none"> 1. Work Stations 2. Video Wall 3. CCTV Cameras 4. Phones 	Overall CCC Components Availability will be measured by following formula: Component Availability (%) = $\frac{\text{Total minutes during the month} - \text{Planned downtime} - \text{Downtime minutes during the}}$	>=99.982%	a) <99.982% to >= 99.9% - 1% of QP b) <99.9% to >= 99.75% - 2% of QP c) Subsequently, for every 0.25% drop in SLA criteria - 2% of QP upto maximum of 10% of the QP d) Beyond 10% will be treated as Events of

SI No	Measurement	Definition	Target	Penalty
		<p>month) *100 / Total minutes during the month</p> <p>Total Time shall be measured 24x7 basis for CCC.</p> <p>Measurement Tool: Reports from EMSpreferably open source, under the scope of LSI,</p>		<p>Default as per the Section B clause 10 of Volume III and occurrence of the same in consecutive two Quarters will lead to Termination of the Contract as per Section B, clause 11 of the Volume III.</p>
2.	<p>Availability of city Specific Smart ApplicationSoftware</p> <ol style="list-style-type: none"> 1. Variable Message System 2. Environmental Sensors 3. Intelligent Traffic 4. Smart Parking 5. Smart SWM 6. Smart Meters 7. Environmental sensors 8. Integrated Operation Platform 9. Digital Bill boards 10. Wi-Fi Hotspots 	<p>Availability of each Application to be measured separately and penalty will be calculated accordingly. The Uptime will be measured by following formula:</p> <p>Component Availability (%) = (Total minutes during the month – Planned downtime - Downtime minutes during the month) *100 / Total minutes during the month</p> <p>Total Time shall be measured 24x7 basis for CCC.</p> <p>Measurement Tool: Reports from EMS tool in the scope of MSI</p>	>=99.982%	<p>a) <99.982% to >= 99.9% - 1% of QP</p> <p>b) <99.9% to >= 99.75% - 2% of QP</p> <p>c) Subsequently, for every 0.25% drop in SLA criteria - 2% of QP upto maximum of 10% of the QP</p> <p>d) Beyond 10% will be treated as Events of Default as per the Section B, clause 10 of Volume III and occurrence of the same in consecutive two Quarters will lead to Termination of the Contract as per Section B, clause 11 of the Volume III of the RFP.</p>
3.	<p>Availability of field infrastructure including</p> <ol style="list-style-type: none"> 1. GPS/GSM Unit 	<p>Availability of each Application to be measured separately and penalty will be calculated</p>	>=99.982%	<p>a) <99.982% to >= 99.9% - 1% of QP</p> <p>b) <99.9% to >= 99.75% - 2% of QP</p>

SI No	Measurement	Definition	Target	Penalty
	2. GPS based handheld/ Mobile Device 3. Environmental Sensors 4. Bulk Flow Meters 5. Traffic Controllers 6. Variable Message System/ PIS 7. Cameras 8. Wi-Fi Hotspots 9. Digital Bill boards 10. Water meters/ Sensors 11. Other Equipment	accordingly. The Uptime will be measured by following formula: Component Availability (%) = (Total minutes during the month – Planned downtime - Downtime minutes during the month) *100 / Total minutes during the month Total Time shall be measured 24x7 basis for CCC. Measurement Tool: Reports from EMS		c) Subsequently, for every 0.25% drop in SLA criteria - 2% of QP upto maximum of 10% of the QP d) Beyond 10% will be treated as Events of Default as per the Section B, clause 10 of Volume III and occurrence of the same in consecutive two Quarters will lead to Termination of the Contract as per Section B, clause 11 of the Volume III.
4.	Camera feed and quality wherever required			
5a	Ratio of Live cameras v/s Total Cameras at any point of time (To be measured every 1 hour)	Number of live working cameras divided by total number of cameras Measurement Tool: Log from VMS tools wherein alerts to the control room shall be generated on non-functioning of camera	>=99.982%	a) <99.982% to >= 99.9% - 1% of QP b) <99.9% to >= 99.75% - 2% of QP c) Subsequently, for every 0.25% drop in SLA criteria - 2% of QP upto maximum of 10% of the QP d) Beyond 10% will be treated as Events of Default as per the Section B, clause 10 of Volume III and occurrence of the same in consecutive two Quarters will lead to Termination of the Contract as per Section B clause 11 of the Volume III.

SI No	Measurement	Definition	Target	Penalty
5b	Average Frame rate maintained for viewing	Average frame rate is 25 FPS to be maintained by all cameras calculated on a Monthly Basis Measurement tool: Log from VMS	>=99.982%	a) <99.982% to >= 99.9% - 1% of QP b) <99.9% to >= 99.75% - 2% of QP c) Subsequently, for every 0.25% drop in SLA criteria - 2% of QP upto maximum of 10% of the QP d) Beyond 10% will be treated as Events of Default as per the Section B, clause 10 of Volume III and occurrence of the same in consecutive two Quarters will lead to Termination of the Contract as per Section B clause 11 of the Volume III.
5c	Average Frame rate maintained for Recording	Average frame rate is 12.5 FPS to be maintained by all cameras calculated on a Monthly Basis Measurement tool: Log from VMS	>=99.982%	a) <99.982% to >= 99.9% - 1% of QP b) <99.9% to >= 99.75% - 2% of QP c) Subsequently, for every 0.25% drop in SLA criteria - 2% of QP upto maximum of 10% of the QP d) Beyond 10% will be treated as Events of Default as per the Section B clause 10 of Volume III and occurrence of the same in consecutive two Quarters will lead to Termination of the Contract as per Section B, clause 11 of the Volume III.

SI No	Measurement	Definition	Target	Penalty
	Video stream Latency	<p>Time required for transmission of video feed from one point to another applicable to each camera. The Penalty will be calculated on the average time calculated over the Quarter.</p> <p>Measurement tool: Report from EMS</p>	≤40ms	<p>a) <40ms to >= 42 ms- 1% of QP</p> <p>b) <42ms to >= 44 ms - 2% of QP</p> <p>c) Subsequently, for every ms drop in SLA criteria - 1% of QP upto maximum of 10% of the QP</p> <p>d) Beyond 10% will be treated as Events of Default as per the Section B clause 10 of Volume III and occurrence of the same in consecutive two Quarters will lead to Termination of the Contract as per Section B clause 11 of the Volume III.</p>
	Change of Screen from one camera Source to another	<p>Time required for transmission of screen from one camera source to another</p> <p>Measurement tool: Log from VMS</p>	≤2s	<p>a) <2s to >= 3s- 1% of QP</p> <p>b) <3s to >= 4 s - 2% of QP</p> <p>c) Subsequently, for every second drop in SLA criteria - 1% of QP upto maximum of 10% of the QP</p> <p>d) Beyond 10% will be treated as Events of Default as per the Section B clause 10 of Volume III and occurrence of the same in consecutive two Quarters will lead to Termination of the Contract as per Section B clause 11 of the Volume III.</p>

SI No	Measurement	Definition	Target	Penalty
	Video Feed Query Retrieval Response Time	Time taken for receiving response to a query raised for video feed Measurement tool: Log from VMS	≤10s	<p>a) <10s to >= 12s- 1% of QP</p> <p>b) <12s to >= 14 s - 2% of QP</p> <p>c) Subsequently, for every second drop in SLA criteria - 1% of QP upto maximum of 10% of the QP</p> <p>d) Beyond 10% will be treated as Events of Default as per the Section B clause 10 of Volume III and occurrence of the same in consecutive two Quarters will lead to Termination of the Contract as per Section B clause 11 of the Volume III.</p>

61.3 Measurement of Response and Resolution

61.3.1 Deducts for Non Performance (Penalty) for Critical Components:

MTTR per Quarter	Fixed Penalty for Breach upto 2 hours buffer.	Additional penalty for every Delayed hour
1-2 Calls not meeting MTTR .	1% of Quarterly Payment	0.1 % of Quarterly Payment
3-5 calls not meeting MTTR	5% of Quarterly Payment	0.1 % of Quarterly Payment
6-10 calls not meeting MTTR	10 % of Quarterly Payment	0.1 % of Quarterly Payment
>10 Calls not meeting MTTR	will be treated as Events of Default as per the Section B clause 10 of Volume III and occurrence of the same in consecutive two Quarters will lead to Termination of the Contract as per	

MTTR per Quarter	Fixed Penalty for Breach upto 2 hours buffer.	Additional penalty for every Delayed hour
	Section B clause 11 of the Volume III.	

The Critical Component includes

- **Server H/W**
- **Storage**
- **Networking Components**
- **Security Components**
- **CCC Room H/W**
- **OS and Databases**
- **All the city Specific applications**

61.3.2 Deducts for Non Performance (Penalty) for Non- Critical Components:

MTTR per Quarter	Fixed Penalty for Breach upto 6 hours buffer.	Additional penalty for every Delayed hour
1-2 Calls not meeting MTTR .	0% of Quarterly Payment	0.1 % of Quarterly Payment
3-5 calls not meeting MTTR	1% of Quarterly Payment	0.1 % of Quarterly Payment
6-10 calls not meeting MTTR	5 % of Quarterly Payment	0.1 % of Quarterly Payment
10-14 Calls not meeting MTTR	10 % of Quarterly Payment	
>15 Calls not meeting MTTR	will be treated as Events of Default as per the Section B clause 10 of Volume III and occurrence of the same in consecutive two Quarters will lead to Termination of the Contract as per Section B clause 11 of the Volume III.	

The Non-Critical Component includes

- **Camera**
- **GPS**
- **Other City Specific Field Level Components**

62. Reporting Procedures

- 62.1 LSI 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.
- 62.2 The Service Levels monitored through the SLM tool shall be audited and checked by an Independent Engineer nominated by HDSCL.

63. Issue Management Procedures

63.1 General

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

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.

63.2 Issue Management Process

- 63.2.1 Either Authority or LSI 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.
- 63.2.2 Any unresolved issues/disputes concerning the Project/Contract between the Parties shall first be referred in writing to the Project Manager for his consideration and resolution. If the Project Manager is unable to resolve any issue/dispute within 5 days of reference to them, the Project Manager shall refer the matter to the Program Management Committee. If the Program Management Committee is unable to resolve the issues/disputes referred to them within 15 days the unresolved issue/dispute shall be referred to Steering Committee/high powered committee/Project Implementation Committee for resolution. The Steering Committee within 30 days of reference to them shall try to resolve the issue/dispute.
- 63.2.3 If the Steering Committee fails to resolve a dispute as per the above clause, the same shall be referred to arbitration. The arbitration proceedings shall be carried out as per the Arbitration procedures mentioned in Clause 26 of this section of RFP.

64. Service Level Change Control

64.1 General

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:

- a. A process for negotiating changes to the Service Levels
- b. An issue management process for documenting and resolving particularly difficult issues.
- c. Authority and LSI management escalation process to be used in the event that an issue is not being resolved in a timely manner by the lowest possible level of management.

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

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

64.3 **Version Control/Release Management:** All negotiated changes shall require changing the version control number. As appropriate, minor changes may be accumulated for periodic release or for release when a critical threshold of change has occurred.

D. ANNEXURES

Annex I: Change Control Note

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

Annex II: Form of Agreement

THIS Agreement made thedate of.....2018, between.....
(Hereinafter.....referred to as the “Authority”) of the one part and
(Hereinafter “LSI”) called the of the other part.

WHEREAS LSI 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 LSI 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 LSI for the provision and execution of the said works for the sum ofupon the terms laid out in this RFP.
- b. LSI 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>
LSI’s Letter of acceptance dated <<>>	<i>To be issued later by the SI</i>
Bid submitted by LSI as per file No. <<>>	<i>Bidder’s Technical bid</i>

- d. The mutual rights and obligations of the “Authority” and LSI shall be as set forth in the Agreement, in particular:
 - LSI shall carry out and complete the Services in accordance with the provisions of the Agreement; and
 - The “Authority” shall make payments to LSI 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 LSI by the Authority as hereinafter mentioned, LSI 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 SI the said sum ofor such other sums as may become payable to SI under the provisions of this Contract, such payments to be made at such time and in such manner as is provided by the Contract.

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

Signed
Name : _____
Designation : _____
Date :
Place :

Signed : _____
Name : _____
Designation : _____
Date :
Place :

in the presence of :

in the presence of :

Signed
Name : _____
Designation : _____
Date :
Place :

Signed : _____
Name : _____
Designation : _____
Date :
Place :