Request For Proposal

for

Varanasi Integrated Smart Solutions

RFP No. 01/VSCL/MSI-ICT/Sep-17

Volume III: Master Service Agreement

Varansi Smart City Limited (VSCL), Office of Nagar Nigam, Sigra, Varanasi, UP, 221010

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Section: A

General Contract Conditions

A. General Conditions of Contract (GCC)

1.   Definition of Terms

1.1. **"Acceptance of System":** The system shall be deemed to have been accepted by VSCL, 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 VSCL. Refer to Section 5 of the RFP Volume II.

1.2. **"Applicable Law(s)":** Any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project.

1.3. **"VSCL"** means the Varanasi Smart City Limited (VSCL). The project shall be executed in Varanasi and shall be owned by VSCL.

1.4. **"Bidder"** shall mean organization/ consortium submitting the proposal in response to this RFP.

1.5. **"MSI"** means the bidder who is selected by VSCL at the end of this RFP process. The agency shall carry out all the services mentioned in the scope of work of this RFP.

1.6. **"Contract"** means the Contract entered into by the parties with the entire documentation specified in the RFP.

1.7. **"Contract Value"** means the price payable to MSI under this Contract for the full and proper performance of its contractual obligations.

1.8. **"Commercial Off-The-Shelf (COTS)"** refers to software products that are ready-made and available for sale, lease, or license to the general public.

1.9. **"Data Centre Site"** means the Data Centre sites including their respective Data Centre space, wherein the delivery, installation, integration, management and maintenance services as specified under the scope of work are to be carried out for the purpose of this contract.

1.10. **"Document**" means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes, databases or any other electronic documents as per IT Act 2000.

1.11. **"Effective Date"** means the date on which this Contract is signed by VSCL, whichever is earlier and executed by the parties hereto. If this Contract is executed in

parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date.

1.12. **"GCC"** means General Conditions of Contract

1.13. **"Goods"** means all of the equipment, sub-systems, hardware, software, products accessories, software and/or other material / items which MSI is required to supply, install and maintain under the contract.

1.14. **"[VSCL HO]"** means the Varanasi Municipal Corporation Head Office.

1.15. **"Varanasi CCN"** means Varanasi City Communication Network.

1.16. **"Integrated Command and Control Center" or "ICCC"** means the center from where all ULBs/ Line departments for the city would conduct activities like traffic, security surveillance and managing operations of entire city through IOT based network on the entire Varanasi City.

1.17. **"Intellectual Property Rights"** means any patent, copyright, trademark, trade name, service marks, brands, proprietary information whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

1.18. **"Go- Live"** means commissioning of project after installation and commencement of all smart city components, including training as per scope of work mentioned in RFP. Bidder should have the approval from VSCL for user acceptance testing.

1.19. **"Notice"** means: a notice; or a consent, approval or other communication required to be in writing under this Contract.

1.20. **"OEM"** means the **Original Equipment Manufacturer of any equipment / system / software / product** which are providing such goods to VSCL under the scope of this RFP**.**

1.21. **"MSI's Team"** means MSI who has to provide goods & services to VSCL under the scope of this Contract. This definition shall also include any and/or all of the employees of MSI, authorized service providers/ partners and representatives or other personnel employed or engaged either directly or indirectly by MSI for the purposes of this Contract.

1.22. **A 'consortium' consists of multiple members (not more than Three parties- Lead Bidder + 3 Consortium members) entering into a Consortium Agreement for a common objective of satisfying the VSCL requirements & represented by lead member of the consortium, designated as a "Lead Bidder".**

1.23. "**Replacement Service Provider**" means the organization replacing MSI in case of contract termination for any reasons

1.24. "**Sub-Contractor**" shall mean the entity named in the contract for any part of the work or any person to whom any part of the contract has been sublet with the consent

in writing of VSCL and the heirs, legal representatives, successors and assignees of such person.

1.25. **"SCC"** means Special Conditions of Contract.

1.26. **"Services"** means the work to be performed by the agency pursuant to this RFP and to the contract to be signed by the parties in pursuance of any specific assignment awarded by VSCL.

1.27. "**Server Room**" or "**Data Center**" shall have the same meaning.

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. Conditions Precedent

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

3.1. Furnishing by MSI, an unconditional and irrevocable Performance Bank Guarantee (PBG) as per the RFP Volume I and acceptable to the VSCL which would remain valid until such time as stipulated by the VSCL.

3.2. Obtaining of all statutory and other approvals required for the performance of the Services under this Contract. This may include approvals/clearances, wherever applicable, that may be required for execution of this contract e.g. clearances from Government authorities for importing equipment, exemption of Tax/Duties/Levies, work permits/clearances for Bidder/Bidder's team, etc.

3.3. Furnish notarized copies of any/all contract(s) duly executed by MSI and its OEMs existing at the time of signing of this contract in relation to the VSCL's project. Failure to do so within stipulated time of signing of contract would attract penalty as defined in Sub-contracting's Section.

3.4. Furnishing of such other documents as the VSCL may specify/ demand.

3.5. The VSCL reserves the right to waive any or all of the conditions specified in Clause 3 above in writing and no such waiver shall affect or impair any right, power or remedy that the VSCL may otherwise have.

3.6. In the event that any of the conditions set forth in Clause 3 hereinabove are not fulfilled within 1 months from the date of this Contract, or such later date as may be mutually agreed upon by the parties, the VSCL may terminate this Contract.

3.7. In case there is a contradiction between the sections, the below hierarchy of sections in order of precedence:

    i. MSI Pre-bid clarification and Corrigendum, if any

    ii. Volume III of RFP (GCC holds precedence over SCC)

    iii. RFP volume II

    iv. RFP volume I

    v. Proposal submitted by MSI/Bidder

4. Scope of work

4.1. Scope of the work shall be as defined in **RFP Volume II** and Annexures thereto of the tender.

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

5. Key Performance Measurements

5.1. Unless specified by VSCL to the contrary, MSI shall deliver the goods, perform the services and carry out the scope of work in accordance with the terms of this Contract, Scope of Work and the Service Specifications as laid down under Section C (Service Level Agreement) of this section.

5.2. If the Contract, scheduled requirements, service specification includes more than one document, then unless VSCL specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.

5.3. VSCL 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. However, any such amendment of the terms and conditions shall be mutually agreed by the MSI and VSCL.

6 Commencement and Progress

6.1. MSI shall subject to the fulfillment of the conditions precedent above, commence the performance of its obligations in a manner as per the Scope of Work (RFP Volume II).

6.2. MSI shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.

6.3. MSI shall be responsible for and shall ensure that all activities / services are performed in accordance with the Contract, Scope of Work and Service Specifications and that MSI's Team complies with such Specifications and all other standards, terms and other stipulations/conditions set out hereunder.

6.4. MSI shall perform the activities / services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and shall observe sound management, engineering and security practices. MSI shall always act, in respect of any matter relating to this Contract, as faithful advisors to VSCL and shall, at all times, support and safeguard VSCL's legitimate interests in any dealings with Third parties.

7. Standards of performance

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

8. Approvals and Required Consents

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

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

9. Constitution of Consortium

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

for the performance of its own, the other member of Consortium and/or its Team's functions and obligations.

9.2. The Consortium member has agreed that the lead member of MSI is the prime point of contact between the MSI and the VSCL and it shall be primarily responsible for the discharge and administration of all the obligations contained herein and, the VSCL, unless it deems necessary shall deal only with lead bidder of MSI. The lead member of the MSI along with all consortium members shall be solely and severally responsible for the project execution with liable expectation full support of other consortium members.

9.3. Without prejudice to the obligation of the Consortium member to adhere to and comply with the terms of this Contract, the Consortium member has executed and submitted a Power of Attorney in favor of MSI authorizing him to act for and on behalf of such member of the Consortium and do all acts as may be necessary for fulfillment of contractual obligations.

9.4. The VSCL reserves the right to review, approve and require amendment of the terms of the Consortium Contract or any contract or agreements entered into by and between the members of such Consortium and no such agreement/contract shall be executed, amended, modified and/or terminated without the prior written consent of the VSCL. An executed copy of each of such agreements/contracts shall, immediately upon execution be submitted by MSI to the VSCL.

9.5. Where, during the term of this Contract, MSI terminates any contract/arrangement or agreement relating to the performance of Services, MSI shall be solely and severally liable for any consequences resulting from such termination. MSI shall in such case ensure the smooth continuation of Services by providing a suitable replacement to the satisfaction of the VSCL at no additional charge and at the earliest opportunity.

10. Bidder's Obligations

10.1. MSI's obligations shall include all the activities as specified by the VSCL in the Scope of Work and other sections of the Tender and Contract and changes thereof to enable VSCL to meet the objectives and operational requirements. It shall be MSI's responsibility to ensure the proper and successful implementation, performance and continued operation of the proposed solution in accordance with and in strict adherence to the terms of his Bid, the Tender and this Contract.

10.2. In addition to the aforementioned, MSI shall provide services to manage and maintain the said system and infrastructure as mentioned in Section 1 of RFP Volume II

10.3. VSCL reserves the right to interview the personnel proposed that shall be deployed as part of the project team. If found unsuitable, the VSCL may reject the deployment of the personnel. But ultimate responsibility of the project implementation shall lie with MSI.

10.4. VSCL reserves the right to require changes in personnel which shall be communicated to MSI. MSI with the prior approval of the VSCL may make additions to the project team. MSI shall provide the VSCL with the resume of Key Personnel and provide such other information as the VSCL may reasonably require. The VSCL also reserves the right to interview the personnel and reject, if found unsuitable. In case of change in its team members, for any reason whatsoever, MSI

shall also ensure that the exiting members are replaced with at least equally qualified and professionally competent members.

10.5. MSI shall ensure that none of the Key Personnel (refer Section 3.6.2 of the RFP Volume I proposed) and manpower exit from the project during first 6 months of the beginning of the project. In such cases of exit, a penalty of INR 2 lakhs per such replacement shall be imposed on the MSI.

10.6. MSI should submit profiles of only those resources who shall be deployed on the project. Any change of resource should be approved by the VSCL and compensated with equivalent or better resource. The VSCL may interview the resources suggested by MSI before their deployment on board. It does not apply in case of change requested by the VSCL.

10.7. In case of change in its team members, MSI shall ensure a reasonable amount of time overlap in activities to ensure proper knowledge transfer and handover / takeover of documents and other relevant materials between the outgoing and the new member.

10.8. MSI shall ensure that MSI's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. MSI shall ensure that the services are performed through the efforts of MSI's Team, in accordance with the terms hereof and to the satisfaction of the VSCL. Nothing in this Contract relieves MSI from its liabilities or obligations under this Contract to provide the Services in accordance with the VSCL's directions and requirements and as stated in this Contract and the Bid to the extent accepted by the VSCL and MSI shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team.

10.9. MSI shall be fully responsible for deployment / installation / development/ laying of network fiber and integration of all the software and hardware components and resolve any problems / issues that may arise due to integration of components.

10.10. MSI shall ensure that the OEMs supply equipment/ components including associated accessories and software required and shall support MSI in the installation, commissioning, integration and maintenance of these components during the entire period of contract. MSI shall ensure that the COTS OEMs supply the software applications and shall support MSI in the installation / deployment, integration, roll-out and maintenance of these applications during the entire period of contract. It must clearly be understood by MSI that warranty and O&M of the system, products and services incorporated as part of system would commence from the day of Go-Live of system as a complete Smart city solutions including all the solutions proposed. MSI would be required to explicitly display that he/ they have a back to back arrangement for provisioning of warranty/ O&M support till the end of contract period with the relevant OEMs. The annual maintenance support shall include patches and updates the software, hardware components and other devices.

10.11. All the software licenses that MSI proposes should be perpetual software licenses. The software licenses shall not be restricted based on location and the VSCL should have the flexibility to use the software licenses for other requirements if required.

10.12. All the OEMs that Bidder proposes should have Dealer possession licenses.

10.13. The VSCL reserves the right to review the terms of the Warranty and Annual Maintenance agreements entered into between MSI and OEMs and no such agreement/contract shall be executed, amended, modified and/or terminated without the prior written consent of the VSCL. An executed copy of each of such agreements/contracts shall, immediately upon execution be submitted by MSI to the VSCL.

10.14. MSI shall ensure that none of the components and sub-components is declared end-of-sale or end-of-support by the respective OEM till 18 months from the date of commissioning. If the OEM declares any of the products/ solutions end-of-sale subsequently, the MSI shall ensure that the same is supported by the respective OEM for contract period.

10.15. If a product is de-supported by the OEM for any reason whatsoever, from the date of Acceptance of the System till the end of contract, MSI should replace the products/ solutions with an alternate that is acceptable to the VSCL at no additional cost to the VSCL and without causing any performance degradation.

10.16. The Licenses will be in the name of VSCL only.

10.17. MSI shall ensure that the OEMs provide the support and assistance to MSI in case of any problems / issues arising due to integration of components supplied by him with any other component(s)/ product(s) under the purview of the overall solution. If the same is not resolved for any reason whatsoever, MSI shall replace the required component(s) with an equivalent or better substitute that is acceptable to VSCL without any additional cost to the VSCL and without impacting the performance of the solution in any manner whatsoever.

10.18. MSI shall ensure that the OEMs for hardware servers/equipment supply and/or install all type of updates, patches, fixes and/or bug fixes for the firmware or software from time to time at no additional cost to the VSCL.

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

10.20. The training has to be conducted using official OEM course curriculum mapped with the hardware / Software Product's to be implemented in the project.

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

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

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

10.24. MSI shall be responsible on an ongoing basis for coordination with other vendors and agencies of the VSCL in order to resolve issues and oversee implementation of the same. MSI shall also be responsible for resolving conflicts between vendors in case of borderline integration issues.

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

10.26. Access to Sites

10.26.1. Sites would include Network Operating Center (NOC), Server Room, Command and Control Center ,

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

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

10.27. Start of Installation

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

10.27.2. As per TRAI guidelines, resale of bandwidth connectivity is not allowed. In such a case tripartite agreement should be formed between VSCL, selected Bidder and Internet Service Provider(s).

10.27.3. The plan and design documents thus developed shall be submitted by MSI for approval by the VSCL.

10.27.4. After obtaining the approval from the VSCL, MSI shall commence the installation.

10.28. Reporting Progress

10.28.1. MSI shall monitor progress of all the activities related to the execution of this contract and shall submit to the VSCL, progress reports with reference to all related work, milestones and their progress during the implementation phase.

10.28.2. Formats for all above mentioned reports and their dissemination mechanism shall be discussed and finalized along with project plan. The VSCL on mutual agreement between both parties may change the formats, periodicity and dissemination mechanism for such reports.

10.28.3. Periodic meetings shall be held between the representatives of the VSCL and MSI once in every 15 days during the implementation phase to discuss the progress of implementation. After the implementation phase is over, the meeting shall be held as an ongoing basis, as desired by VSCL, to discuss the performance of the contract.

10.28.4. MSI shall ensure that the respective solution teams involved in the execution of work are part of such meetings.

10.28.5. Several review committees involving representative of the VSCL and senior officials of MSI shall be formed for the purpose of this project. These committees shall meet at intervals, as decided by the VSCL later, to oversee the progress of the implementation.

10.28.6. All the goods, services and manpower to be provided / deployed by MSI under the Contract and the manner and speed of execution and maintenance of the work and services are to be conducted in a manner to the satisfaction of VSCL's representative in accordance with the Contract.

10.28.7. The VSCL 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 VSCL may demand and upon such demand being made, MSI shall provide documents, data, material or any other information which the VSCL may require, to enable it to assess the progress/ performance of the work / service.

10.28.8. At any time during the course of the Contract, the VSCL shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by MSI of its obligations/ functions in

accordance with the standards committed to or required by the VSCL and MSI undertakes to cooperate with and provide to the VSCL/ any other agency appointed by the VSCL, all Documents and other details as may be required by them for this purpose. Such audit shall not include Bidder's books of accounts.

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

10.28.10. MSI shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time or to ensure compliance to RFP requirements. MSI shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the VSCL or VSCL's representative that the actual progress of work does not conform to the approved plan MSI shall produce at the request of the VSCL's representative a revised plan showing the modification to the approved plan necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance to the stipulated requirements

10.28.11. The submission seeking approval by the VSCL or VSCL's representative of such plan shall not relieve MSI of any of his duties or responsibilities under the Contract.

10.28.12. In case during execution of works, the progress falls behind schedule or does not meet the Tender requirements, MSI shall deploy extra manpower/ resources to make up the progress or to meet the RFP requirements. Plan for deployment of extra man power/ resources shall be submitted to the VSCL for its review and approval. All time and cost effect in this respect shall be borne, by MSI within the contract value.

10.28.13. MSI representative shall prepare and distribute Service level performance reports in a mutually agreed format by the **5th working day of subsequent month**. The reports shall include **"actual versus target"** Service Level Performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports shall be distributed to VSCL management personnel as directed by VSCL.

10.28.14. Also, MSI may be required to get the Service Level performance reports audited by a third-party Auditor under its responsibility with necessary approval of VSCL. All related costs will be borne by the MSI.

10.29. Knowledge of Network Operations Center (NOC), Server Room, Command and Control Center,,

10.29.1. MSI shall be granted access to the Network Operations Center (NOC), Server Room, Command and Control Center, , for inspection by the VSCL before commencement of installation. The plan shall be drawn mutually at a later stage.

10.29.2. MSI shall be deemed to have knowledge of the Network Operating Center (NOC), Server Room, Command and Control Center,, and its surroundings and information available in connection therewith and to have satisfied itself the form and nature thereof including, the data contained in the Bidding Documents, the physical and climatic conditions, the quantities and nature of the works and materials necessary for the completion of the works, the means of access, etc. and in general to have obtained itself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the Contract and his ability to perform it. However, if during pre-installation survey / during delivery or installation, MSI detects physical conditions and/or obstructions affecting the work, MSI shall take all measures to overcome them.

10.30. Project Plan

Within 15 calendar days of effective date of the contract/ Issuance of LoI, MSI shall submit to the VSCL for its approval a detailed Project Plan with details of the project showing the sequence, procedure and method in which he proposes to carry out the works. The Plan so submitted by MSI shall conform to the requirements and timelines specified in the Contract. The VSCL and MSI shall discuss and agree upon the work procedures to be followed for effective execution of the works, which MSI intends to deploy and shall be clearly specified. The Project Plan shall include but not limited to project organization, communication structure, proposed staffing, roles and responsibilities, processes and tool sets to be used for quality assurance, security and confidentiality practices in accordance with industry best practices, project plan and delivery schedule in accordance with the Contract.

Approval by the VSCL's Representative of the Project Plan shall not relieve MSI of any of his duties or responsibilities under the Contract.

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

10.31. Adherence to safety procedures, rules regulations and restriction

10.31.1. MSI's Team shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by VSCL shall be applicable in the performance of this Contract and Bidder's Team shall abide by these laws.

10.31.2. Access to the Network Operations Center (NOC), Server Room, Command and Control Center and , shall be strictly restricted. No access to any person except the essential members of MSI's Team who are authorized by the VSCL 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 VSCL only. MSI shall maintain a log of all activities carried out by each of its team personnel.

10.31.3. 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

10.31.4. MSI shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. MSI's Team shall adhere to all security requirement/ regulations of the VSCL during the execution of the work. VSCL's employee also shall comply with safety procedures/ policy.

10.31.5. MSI shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

10.32. Statutory Requirements

During the tenure of this Contract nothing shall be done by MSI or his team including consortium in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep VSCL indemnified in this regard.

11. VSCL's Obligations

11.1. VSCL or his/her nominated representative shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to MSI.

11.2. VSCL shall ensure that timely approval is provided to MSI as and when required, which may include approval of project plans, implementation methodology, design documents, specifications, or any other document necessary in fulfillment of this contract.

11.3. The VSCL's representative shall interface with MSI, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. VSCL shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the VSCL is proper and necessary.

11.4. VSCL may provide on MSI's request, particulars/ information/ or documentation that may be required by MSI for proper planning and execution of work and for providing services covered under this contract and for which MSI may have to coordinate with respective vendors.

11.5. VSCL shall provide to MSI only sitting space and basic infrastructure not including, stationery and other consumables at the VSCL's office locations.

11.6. VSCL reserves the right to procure the hardware including devices on quarterly basis in first year based on actual deployment and O&M shall be applicable whenever the devices are procured and deployed till end of the contract.

11.7. **Site Not Ready**: VSCL hereby agrees to make the project sites ready as per the agreed specifications, within the agreed timelines. VSCL agrees that MSI shall not be in any manner liable for any delay arising out of VSCL's failure to make the site ready within the stipulated period.

12. Payments

12.1. VSCL shall make payments to MSI at the times and in the manner set out in the Payment schedule as specified Payment Milestones in RFP Volume II subject to the penalties as mentioned under Clause 42 of Section C- Service Levels of Volume 3. VSCL shall make all efforts to make payments to MSI within 45 days of receipt of invoice(s) and all necessary supporting documents.

12.2. All payments agreed to be made by VSCL to MSI in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable, if any, and VSCL shall not be liable to pay any such levies/ other charges under or in relation to this Contract and/or the Services.

12.3. No invoice for extra work/change order on account of change order shall be submitted by MSI unless the said extra work /change order has been authorized/approved by the VSCL in writing in accordance with Change Control Note (Annexure I of this section of the RFP) .

12.4. In the event of VSCL noticing at any time that any amount has been disbursed wrongly to MSI or any other amount is due from MSI to the VSCL, the VSCL may without prejudice to its rights recover such amounts by other means after notifying MSI or deduct such amount from any payment falling due to MSI. The details of such recovery, if any, shall be intimated to MSI. MSI shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of the VSCL or MSI.

12.5. All payments to MSI shall be subject to the deductions of tax at source under Income Tax Act, and other taxes and deductions as provided for under any law, rule or regulation. All costs, damages or expenses which VSCL may have paid or incurred, for which under the provisions of the Contract, MSI is liable, the same shall be deducted by VSCL from any dues to MSI. All payments to MSI shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the VSCL to MSI on chargeable basis.

13. Intellectual Property Rights

13.1. Retention of Ownership except for the rights expressly granted to the Licensee under this Agreement, the Licensor shall retain all right, title and interest in and to

the Licensed Technology, including all worldwide Technology and intellectual property and proprietary rights.

13.2. Preservation of Notice Licensee shall not remove, efface or obscure any copyright notices or other proprietary notices or legends from any Licensed Technology or materials provided under this Agreement, and shall reproduce all such notices and legends when incorporating Licensed Technology or materials into any Integrated Products.

13.3. MSI must ensure that while using any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person/Company. MSI shall keep the VSCL indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by MSI or MSI's Team during the course of performance of the Services. MSI's liability is excluded regarding any claim based on any of the following (a) anything VSCL provides which is incorporated into the Solution; (b) the VSCL's modification of the solution; (c) the combination, operation, or use of the solution with other materials, if the third party claim has been caused by the combination, operation or use of the solution

13.4. VSCL shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all processes, products, specifications, reports and other documents which have been newly created and developed by MSI solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. MSI undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the VSCL,

execute all such agreements/documents and obtain all permits and approvals that may be necessary in regard to the Intellectual Property Rights of the VSCL.

13.5. If VSCL desires, MSI shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied / installed by MSI, the same shall be acquired in the name of the VSCL, prior to termination of this Contract and which may be assigned by the VSCL to MSI for the purpose of execution of any of its obligations under the terms of the Bid, Tender or this Contract. However, subsequent to the term of this Contract,

such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the VSCL.

13.6. MSI shall not copy, reproduce, translate, adapt, vary, modify, disassemble, decompile or reverse engineer or otherwise deal with or cause to reduce the value of the Materials except as expressly authorized by VSCL in writing

14. Applicable Taxes

a. The commercials quoted by the MSI will be exclusive of applicable taxes GST and other duties.

b. MSI shall bear all personnel taxes levied or imposed on its personnel, or any other member of MSI's Team, etc. on account of payment received under this Contract. MSI shall bear all taxes, levied or imposed on MSI on account of payments received by it from the Authority for the work done under this Contract.

c. MSI shall bear all taxes and duties etc. levied or imposed on MSI under the Contract and Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof during the entire contract period, i.e., on account of material supplied and services rendered and payments received by him from the Authority under the Contract. It shall be the responsibility of MSI to submit to the concerned Indian authorities the returns and all other connected documents required for the purpose of tax declarations. MSI shall also provide VSCL such information, as it may be required in regard to MSI's details of payment made by the VSCL under the Contract for proper assessment of taxes and duties. The amount of tax withheld by VSCL shall at all times be in accordance with Indian Tax Law and VSCL shall promptly furnish MSI original certificates for tax deduction at source to MSI (if applicable) and paid to the Tax Authorities.

d. MSI agrees that he shall comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed/ levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract

e. MSIs shall fully familiarize themselves about the applicable GST on amounts payable by VSCL under the Agreement. All such taxes must be included by Bidders in the financial proposal. (Bidder to find out applicable taxes for the components being proposed.)

f. Should MSI fail to submit returns/pay taxes in times as stipulated under applicable Indian/State Tax Laws and consequently any interest or penalty is imposed by the concerned authority, MSI shall pay the same. MSI shall indemnify VSCL 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 VSCL/Prime Bidder.

g. Supplies of materials from abroad are exempted from levy of taxes on works/works Contract tax (Central or state). However, the GST on works (central or state) if levied on supplies made from indigenous vendors for the works shall be borne by MSI within the Contract Price. GST, if any applicable, shall be payable extra, at actuals by the VSCL in accordance with the conditions of the Contract and upon submission of proof of payment of such taxes.The Authority shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by MSI at the rates in force, from the amount due to MSI and pay to the concerned tax authority directly.

15. Indemnity

15.1. MSI shall indemnify the VSCL from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

   a. any negligence or wrongful act or omission by MSI or any third party associated with MSI in connection with or incidental to this Contract; or

   b. any breach of any of the terms of MSI's did as agreed, the RFP and this Contract by MSI

   c. any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied goods and related services or any part thereof

15.2. MSI shall also indemnify the VSCL 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.

15.3. Regardless of anything contained (except for MSI's liability for bodily injury and/ or damage to tangible and real property for which it is legally liable and its liability for patent and copyright infringement in accordance with the terms of this Agreement) the total liability of MSI, is restricted to the total value of the contract

16.   Warranty

16.1. A comprehensive warranty applicable on goods supplied under this contract shall be provided for the period of contract from the date of acceptance of respective system by the VSCL.

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

16.3. The MSI warrants that the Goods supplied under the Contract are new, non-refurbished, unused and recently manufactured at the time of delivery; the End of sale / End of support of any product should not prevail before 18 months of the commissioning; and shall be supported by the MSI and respective OEM along with service and spares support to ensure its efficient and effective operation for the entire duration of the contract.

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

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

16.6. The VSCL shall promptly notify the MSI in writing of any claims arising under this warranty.

16.7. Upon receipt of such notice, the MSI shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without prejudice to any other rights which the VSCL may have against the MSI under the Contract.

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

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

17. Term and Extension of the Contract

17.1. The Contract period shall commence from the date of signing of contract and shall remain valid for 60 Months from the date of Go Live of the system, which is the closure of implementation.

17.2. If the delay occurs due to circumstances beyond control of MSI such as strikes, lockouts, fire, accident, defective materials, delay in approvals or any cause whatsoever beyond the reasonable control of MSI, a reasonable extension of time shall be granted by the VSCL.

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

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

18. Dispute Resolution

18.1. In case, a dispute is referred to arbitration, the arbitration shall be under the **Indian Arbitration and Conciliation Act, 1996** and any statutory modification or re-enactment thereof.

18.2. If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably and/or by Conciliation to

be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) day notice to refer the dispute to arbitration to the other Party in writing.

18.3. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.

18.4. The Arbitration proceedings shall be held in Varanasi, Uttar Pradesh, India.

18.5. The Arbitration proceeding shall be governed by the substantive laws of India.

18.6. The proceedings of Arbitration shall be in Hindi/English language.

18.7. Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out o f the contract or breach thereof the same shall be referred to a Tribunal of three (3) Arbitrators, constituted as per the terms of and under the (Indian) Arbitration and Conciliation Act, 1996. Each party to the contract shall appoint/ nominate one Arbitrator each, the two Arbitrators so appointed/ nominated by the Parties herein shall together choose the third Arbitrator, who shall be the Presiding Arbitrator of the Tribunal. The consortium of the three Arbitrators shall form the Arbitral Tribunal.

18.8. In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of the Varanasi High Court or any person or institution designated by him shall appoint the Arbitrator/Presiding Arbitrator upon request of one of the parties.

18.9. Any letter, notice or other communications dispatched to MSI relating to either arbitration proceeding or otherwise whether through the post or through a representative on the address last notified to the VSCL by MSI shall be deemed to have been received by MSI although returned with the remarks, refused 'undelivered' where about not known or words to that effect or for any other reasons whatsoever

18.10. If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the VSCL to appoint another person in his place in the same manner as aforesaid. Such person shall proceed

with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

18.11. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

18.12. It is also a term of the contract that neither party to the contract shall be entitled for any interest on the amount of the award.

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

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

19. Time is of the essence

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

20. Conflict of interest

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

21. Publicity

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

22. Force Majeure

22.1. Force Majeure shall not include any events caused due to acts/ omissions of MSI resulting in a breach/ contravention of any of the terms of the Contract and/or MSI's Bid. It shall also not include any default on the part of MSI due to

its negligence or failure to implement the stipulated/ proposed precautions, as were required to be taken under the Contract.

22.2. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen i.e. war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (hereinafter referred to as events) , or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred at any location in scope. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. Any failure or lapse on the part of MSI in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/ recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

22.3. In case of a Force Majeure, all Parties shall endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

23.   Delivery

23.1. MSI shall bear the cost for packing, transport, insurance, storage and delivery of all the goods for "Selection of agency for implementation of Varanasi Smart City" at all locations identified by the VSCL in Varanasi or Uttar Pradesh.

23.2. MSI shall bear all the statutory levies like customs, insurance, freight, etc. applicable on the goods and also the charges like transportation charges, octroi, etc. that may be applicable till the goods are delivered at the respective sites of installation shall also be borne by MSI.

23.3. The Goods and manpower supplied under this Contract shall conform to the standards mentioned in the RFP, and, when no applicable standard is mentioned, to the authoritative standards; such standard shall be approved by VSCL.

23.3. MSI shall only procure the hardware and software after approvals from a designated Committee/VSCL.

24. Insurance

24.1. The Goods supplied under this Contract shall be comprehensively insured by MSI at his own cost, against any loss or damage, for the entire period of the contract. MSI shall submit to the VSCL, documentary evidence issued by the insurance company, indicating that such insurance has been taken.

24.2. MSI shall take out and maintain at its own cost, on terms and conditions approved by the VSCL, insurance against the risks, and for the coverages, as specified below;

a. At the VSCL's request, shall provide evidence to the VSCL showing that such insurance including all risks insurance for the value of contract has been taken out and maintained and that the current premiums therefore have been paid.

b. Employer's liability and workers' compensation insurance in respect of the Personnel of the Company, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate

25. Transfer of Ownership

25.1. MSI must transfer all titles to the assets and goods procured for the purpose of the project to the VSCL at the time of Acceptance of System. This includes all licenses, titles, source code, certificates, hardware, devices, equipment's etc. related to the system designed, developed, installed and maintained by MSI. MSI is expected to provide source code, transfer IPR and ownership right of only those solutions which would be customized by bidder for the use of VSCL. For any pre-existing work, MSI and VSCL shall be held jointly responsible and its use in any other project by MSI shall be decided on mutual consent.

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

prior written consent of the VSCL store, copy, distribute or retain any such Documents.

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

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

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

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

27.   Evaluations

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

28.   Replacement

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

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

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

a. a resume, curriculum vitae and any other information about the candidate that is reasonably requested by VSCL; and

b. An opportunity to interview the candidate.

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

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

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

29. High Attrition

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

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

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

30.   Right to vary quantity

a. At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.

b. If the VSCL does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.

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

31.   Warranty & Maintenance

Bidder shall also provide complete maintenance support for all the proposed integrated solution as outlined in this RFP for a period of Sixty months from the date of go-live i.e. "Go-Live" + 60 months. "Go-live" is the date on which the proposed solution is completely operational as per the requirements provided in this RFP and all the acceptance tests are successfully concluded to the satisfaction of VSCL.

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

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

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

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

The successful bidder hereby warrants VSCL that:

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

b. The proposed integrated solution shall achieve parameters delineated in the technical specification/requirement.

c. The successful bidder shall be responsible for warranty services from licensers of products included in the systems.

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

32. Exit Management Plan

▪ An Exit Management plan shall be furnished by MSI in writing to the VSCL 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 MSI

- Exit Management plan at the minimum adhere to the following:
  i. Three (3) months of the support to Replacement Service Provider post termination of the Contract
  ii. Complete handover of the Planning documents, bill of materials, functional requirements specification, technical specifications of all equipments, change requests if any, sources codes, wherever applicable, reports, documents and other relevant items to the Replacement Service Provider/ VSCL

  iii. Certificate of Acceptance from authorized representative of Replacement Service Provider issued to MSI on successful completion of handover and knowledge transfer
- In the event of termination or expiry of the contract, Project Implementation, or Service Level monitoring, both Bidder and VSCL shall comply with the Exit Management Plan.

- During the exit management period, MSI shall use its best efforts to deliver the services.

Section: B

Special Conditions of Contract

B. Special Conditions of Contract (SCC)

33.   Performance Security

33.1.   MSI shall furnish Performance Security to the VSCL at the time of signing the Contract which shall be equal to 10% of the value of the Contract and shall be in the form of a **Bank Guarantee Bond** from a Nationalized / Scheduled Bank in the Preformat given in Annexure 5 (a) RFP volume I within 15 days after issuance of letter of intent (LOI) or Letter of Award (LoA) which would be valid up to a period of six months after the contract completion period.

33.2.   MSI shall be required to submit **five** Bank Guarantees of equal amount totaling 10% of the value of the Contract. The VSCL shall return 1st Bank Guarantee after 2 years of signing of contract and substantial project milestones covered as per the terms and conditions, 2nd Bank Guarantee after 3 years of contract signing and substantial project milestones covered as per the terms and conditions, 3rd Bank Guarantee after 4 years of contract signing and substantial project milestones covered as per the terms and conditions and the 4th and 5th Bank Guarantee one year after successful completion of the contract.

33.3.   Liquidated **Damages**: If MSI fails to supply, install or maintain any or all of the goods as per the contract, within the time period(s) specified in the RFP Vol II, the VSCL without prejudice to its other rights and remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 0.1 % per week or part thereof of contract value for a milestone/quarter. The deduction shall not in any case exceed 10 % of the contract value.

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

33.5. Delay not attributable to MSI shall be considered for exclusion for the purpose of computing liquidated damages.

34. Limitation of Liability:

Limitation of Bidder's Liability towards the VSCL:

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

28.2. Except in case of gross negligence or willful misconduct on the part of MSI or on the part of any person or company acting on behalf of MSI in carrying out the Services,

MSI, with respect to damage caused by MSI to VSCL's property, shall not be liable to VSCL:

   (i) for any indirect or consequential loss or damage; and

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

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

35. Ownership and Retention of Documents

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

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

36. Information Security

36.1. MSI shall not carry any written/printed document, layout diagrams, CD, hard disk, storage tapes, other storage devices or any other goods /material proprietary to VSCL into / out of any location without written permission from the VSCL.

36.2. MSI shall not destroy any unwanted documents; defective tapes/media present at any location on their own. All such documents, tapes/media shall be handed over to the VSCL.

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

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

36.5. MSI must acknowledge that VSCL's business data and other VSCL proprietary information or materials, whether developed by VSCL or being used by VSCL pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to VSCL; and MSI along with its team agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by MSI to protect its own proprietary information. MSI recognizes that the goodwill of VSCL depends, among other things, upon MSI keeping such proprietary information confidential and that unauthorized disclosure of the same by MSI or its team could damage the goodwill of VSCL, and that by reason of MSI's duties hereunder. MSI may come into possession of such proprietary information, even though MSI does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. MSI shall use such information only for the purpose of performing the said services.

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

30.7. By virtue of the Contract, MSI team may have access to personal information of the VSCL and/or a third party. The VSCL has the sole ownership of and the right to use, all such data in perpetuity including any data or other information pertaining to the citizens that may be in the possession of MSI team in the course of performing the Services under the Contract

37. Records of contract documents

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

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

38. Security and Safety

38.1. MSI shall comply with the directions issued from time to time by the VSCL and the standards related to the security and safety, in so far as it applies to the provision of the Services.

38.2. MSI shall upon reasonable request by the VSCL, or its nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.

39. Confidentiality

39.1. MSI shall not, either during the term or after expiration of this Contract, disclose any proprietary or confidential information relating to the Services/Contract and/or VSCL'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 VSCL.

39.2. The VSCL reserves the right to adopt legal proceedings, civil or criminal, against MSI in relation to a dispute arising out of breach of obligation by MSI under this clause.

39.3. MSI shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality agreement with the VSCL to the satisfaction of the VSCL.

39.4. MSI shall notify the VSCL promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by the Contract or with the VSCL of the VSCL.

39.5. MSI shall be liable to fully recompense the VSCL for any loss of revenue arising from breach of confidentiality.

40. Events of Default by MSI

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

40.1. MSI/ Bidder's Team has failed to perform any instructions or directives issued by the VSCL which it deems proper and necessary to execute the scope of work or provide services under the Contract, or

40.2. MSI/ Bidder's Team has failed to confirm / adhere to any of the key performance indicators as laid down in the Key Performance Measures / Service Levels, or if MSI has fallen short of matching such standards / benchmarks / targets as the VSCL may have designated with respect to the system or any goods, task or service, necessary for the execution of the scope of work and performance of services under this Contract. The above mentioned failure on the part of MSI may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the VSCL;

40.3. MSI has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the VSCL, despite being served with a default notice which laid down the specific deviance on the part of MSI/ MSI's Team to comply with any stipulations or standards as laid down by the VSCL; or

40.4. MSI/ MSI's Team has failed to adhere to any amended direction, instruction, modification or clarification as issued by the VSCL during the term of this Contract and which the VSCL deems proper and necessary for the execution of the scope of work under this Contract

40.5. MSI/ MSI's Team has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the RFP and this Contract

40.6. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to MSI.

40.7. MSI/ Bidder's Team has failed to comply with or is in breach or contravention of any applicable laws.

40.8. Where there has been an occurrence of such defaults inter alia as stated above, the VSCL shall issue a notice of default to MSI, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of thirty (30) days to enable such defaulting party to remedy the default committed.

40.9. Where despite the issuance of a default notice to MSI by the VSCL, MSIMSI fails to remedy the default to the satisfaction of the VSCL, the VSCL may, where it deems fit, issue to the defaulting party another default notice or proceed to contract termination.

41.   Termination

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

41.1. Where the VSCL is of the opinion that there has been such Event of Default on the part of MSI / MSI's Team which would make it proper and necessary to terminate this Contract and may include failure on the part of MSI to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under this Contract.

41.2. Where it comes to the VSCL's attention that MSI (or MSI's Team) is in a position of actual conflict of interest with the interests of the VSCL, in relation to any of terms of MSI's Bid, the RFP or this Contract.

41.3. Where MSI's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against MSI, any failure by MSI to pay any of its dues to its creditors, the institution of any winding up proceedings against MSI or the happening of any such events that are averse to the commercial viability of MSI. In the event of the happening of any events of the above nature, the VSCL 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

41.4. Termination for Insolvency: The VSCL may at any time terminate the Contract by giving written notice to MSI, without compensation to MSI, if MSI becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the VSCL.

41.5. MSI may, subject to approval by the VSCL, terminate this Contract before the expiry of the term by giving the VSCL a prior and written notice at least 3 months in advance indicating its intention to terminate the Contract.

42. Consequence of Termination

42.1. In the event of termination of the Contract due to any cause whatsoever, whether consequent to the stipulated Term of the Contract or otherwise the VSCL shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which MSI shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and

further allow and provide all such assistance to the VSCL and/ or the successor agency/ service provider, as may be required, to take over the obligations of MSI in relation to the execution/continued execution of the requirements of the Contract.

42.2. Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of MSI or due to the fact that the survival of MSI as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the VSCL, through unilateral re-determination of the consideration payable to MSI, shall pay MSI for that part of the Services

which have been authorized by the VSCL and satisfactorily performed by MSI up to the date of termination. Without prejudice to any other rights, the VSCL may retain such amounts from the payment due and payable by the VSCL to MSI as may be required to offset any losses caused to the VSCL as a result of any act/omissions of MSI. In case of any loss or damage due to default on the part of MSI in performing any of its obligations with regard to executing the Schedule of Requirements under the contract, MSI shall compensate the VSCL for any such loss, damages or other costs, incurred by the VSCL. Additionally, members of its team shall perform all its obligations and responsibilities under the Contract in an identical manner as were being performed before the collapse of MSI as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by the VSCL and as may be proper and necessary to execute the Schedule of Requirements under the Contract in terms of MSI's Bid, the Bid Document and the Contract

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

42.4. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

43. Change Control Note (CCN)

43.1. This applies to and describes the procedure to be followed in the event of any proposed change to contract, site Implementation, and Service levels. Such change shall include, but shall not be limited to, changes in the scope of services provided by MSI and changes to the terms of payment.

43.2. Change requests in respect of the contract, the site implementation, or the Service levels shall emanate from the Parties' representative who shall be responsible for obtaining approval for the change and who shall act as its sponsor throughout the Change Control Process and shall complete Part A of the CCN (Annex I, Section 3 of the RFP). CCNs shall be presented to the other Party's representative who shall acknowledge receipt by signature of the authorized representative of the VSCL.

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

44. Quotation

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

    i. a description of the change;

    ii. a list of deliverables required for implementing the change; o a timetable for implementation;

    iii. an estimate of any proposed change; o any relevant acceptance criteria;

    iv. o an assessment of the value of the proposed change;

    v. Material evidence to prove that the proposed change is not already covered within the scope of the RFP, Agreement and Service Levels.

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

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

Section: C

Service Levels

C.   Service Levels

45.   Purpose

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

- Start a process that applies to VSCL and MSI attention to some aspect of performance, only when that aspect drops below the threshold defined by the VSCL

- Help the VSCL control the levels and performance of MSI's services

45.2.   The Service Levels are between the VSCL and MSI

46.   Service Level Agreements & Targets

46.1.   This section is agreed to by VSCL and MSI as the key performance indicator for the project. This may be reviewed and revised according to the procedures detailed in Clause 45 SLA Change Control.

46.2.   The following section reflects the measurements to be used to track and report system's performance on a regular basis. The targets shown in the following tables are for the period of contact.

46.3.   The procedures in Clause 45 shall be used if there is a dispute between VSCL and MSI on what the permanent targets should be.

47.   General principles of Service Level Agreements

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

47.1. Liquidated Damages

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

47.2. Service Level Agreement

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

a. **Implementation phase related performance levels**
b. **ICC and City/ traffic surveillance related performance levels**
c. **ICT enabled Solid Waste Management, Smart Lighting, Solid Waste Management System (SWMS), Kashi Smart Parking Management System (KSPMS)**
d. **Network related performance levels**
e. **Helpdesk SLA for O&M phase**

48.   Service Levels Monitoring

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

49. Penalties

S No.	Level	Penalty as amount applicable per fault event
1	9	9 Event of default and termination as per Clause 35 of this section of RFP respectively and the consequences as provided in Clause 36 of this section of RFP
2	8	15,000
3	7	12,500
4	6	10,000
5	5	9,000
6	4	8,000
7	3	7,000
8	2	6,000
9	1	5,000
10	0	No Penalty

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

- Maximum Penalty applicable for any quarter shall not exceed 30% of the 'applicable fees' for the respective quarter.

- Three consecutive quarterly deductions of 30 % of the applicable fee on account of any reasons shall be deemed to be an event of default and termination as per Clause 35 of this Section of RFP respectively and the consequences as provided in Clause 36 of this section of RFP shall follow.

- The payment to the agency shall be on Quarterly basis however the penalty shall be calculated on monthly basis as per the SLAs stated in the RFP.

50. Measurements & Targets

50.1. Implementation phase related performance levels

Sl No.	Measurement	Definition	Target	Severity level	Penalty Amount per instance of non-compliance/ fault
1	**Team mobilization and commencement of work**	MSI is expected to mobilize project team for commencement of work Commencement of work would mean reporting and availability of MSI's resources (90% Key Personnel as per the RFP requirement) at the VSCL's office for the project within defined period of 15 days and remaining 10% in next 15 days)	Within 15 days of issuance of LoI or contract agreement, whichever is earliest	___	Delay beyond 7 calendar days = 0.2% of the contract value Delay beyond 8-15 calendar days = 0.5% of the contract value Delay beyond 15 days may lead to Termination of the Contract at the discretion of VSCL

50.2 KICCC and City/ traffic surveillance related performance levels

S.No.	Measurement	Definition	Target	Severity Level
1	Availability of Applications including: 1. **Video Management (Video Wall Controller)- Convergence of Multiple feeds /services, Display, Customizable Dashboard** 2. **Video Analytics** 3. **ANPR** 4. **RLVD** 5. **ATCS** 6. **Speed Violation Detection application** 7. **Traffic Signal Controller application** 8. **Real Time Traffic Prediction Capability-** Smart Traffic Detectors, Sensors & Controllers 9. **Interface with hand held devices** 10. **Network Video Recorder (NVR)** 11. **Environment Monitoring System** 12. **Payment Gateway Integration- Transaction Management module** 13. **Call Record Management (CRM) Application** 14. **Security & Access**	**Uptime = {1 - (Application downtime-maintenance downtime) / (Total Time – maintenance downtime)}** Application Downtime shall be measured from the time the solution becomes unavailable (due to any reasons whatsoever attributable to MSI) for Business processing to the end user. Each parameter shall be measured separately for penalty. Any downtime for scheduled or preventive maintenance shall be with prior written intimation to the VSCL. Please note that continuous downtime of every 2 hours (from 7am to 12midnight) would raise the severity by one level. e.g. the severity level shall raise from 0 to 1. Please note that continuous downtime of every 4 hours (from midnight to 7am) would raise the severity by one level. e.g. the severity level shall raise from 0 to 1.	Minimum 98% up time measured on a monthly basis	0
			≥96.0% to <98.0 % up time measured on a monthly basis	5
			<96.0% time measured on a monthly basis	6

		Measurement Tool: Reports from EMS		
	Control system			
	15. **Events and Directives control application**			
	16. **Building Management System (BMS) application**			
	17. **IP Phone, IP PBX module applications**			
2	Availability of Applications including: 1. **Variable message signboard** 2. **Public announcement system** 3. **Integrated application with Telecom Service Providers** 4. **Instant messaging, SMS and IV module applications** 5. **Other applications**	**Uptime = {1 - (Application downtime-maintenance downtime) / (Total Time – maintenance downtime) }** Application Downtime shall be measured from the time the solution becomes unavailable (due to any reasons whatsoever attributable to MSI) for Business processing to the end user. Any downtime for maintenance shall be with prior written intimation to the VSCL.	Minimum 95% up time measured on a monthly basis	0
			≥ 93.0% to <95.0 % up time measured on a monthly basis	5
		Please note that continuous downtime of every 2 hours (from 7am to 12midnight) would raise the severity by one level. e.g. the severity level shall raise from 0 to 1	≥90.0% to <95.0% up time measured on a monthly basis	6
		Please note that continuous downtime of every 4 hours (from midnight to 7am) would raise the severity by one level. e.g. the severity level shall raise from 0 to 1	<90.0% up time measured on a monthly basis.	7

		Measurement Tool: Reports from EMS		
3	Availability of other software including: 1. **Enterprise Management System (EMS)** 2. **Network Monitoring System** 3. **Server Performance Monitoring System** 4. **Kashi Smart City Mobile Application** 5. **Video Conferencing System** 6. **Integration of ICCC with CCTV Surveillance** 7. **Integration of ICCC with Solid Waste Mgmt. Services** 8. **Integration of VMC Call Centre & VMC Services** 9. **GIS Integrated Platform** 10. **Integration with Environmental Sensors**	**Uptime = {1 - (Application downtime-maintenance downtime) / (Total Time – maintenance downtime) }** Application Downtime shall be measured from the time the solution becomes unavailable (due to any reasons whatsoever attributable to MSI) for Business processing to the end user. Any downtime for maintenance shall be with prior written intimation to the VSCL. Please note that continuous downtime of every 2 hours (from 7am to 12midnight) would raise the severity by one level. e.g. the severity level shall raise from 0 to 1 Please note that continuous downtime of every 4 hours (from midnight to 7am) would raise the severity by one level. e.g. the severity level shall raise from 0 to 1 Measurement Tool: Reports from EMS	Minimum 99% up time measured on a monthly Basis	0
			≥97.0% to <99.0 % up time measured on a monthly basis.	5
			≥95.0% to <97.0% up time measured on a monthly basis.	6
			<95.0% up time measured on a monthly basis.	7
4	Availability of other software including: 1. **Anti-virus**	Uptime = {1 - (Application downtime-maintenance downtime) / (Total Time – maintenance downtime)}	Minimum 97% up time measured on a	0

			monthly Basis	
		Application Downtime shall be measured from the time the solution becomes unavailable (due to any reasons whatsoever attributable to MSI) for Business processing to the end user.	≥96.0% to <97.0 % up time measured on a monthly basis.	6
			≥95.0% to <96.0% up time measured on a monthly basis	7
		Any downtime for maintenance shall be with prior written intimation to the VSCL.		
		Please note that continuous downtime of every 2 hours (from 7am to 12midnight) would raise the severity by one level. e.g. the severity level shall raise from 0 to 1	<95.0% up time measured on a monthly Basis	8
		Please note that continuous downtime of every 4 hours (from midnight to 7am) would raise the severity by one level. e.g. the severity level shall raise from 0 to 1		
		Measurement Tool: Reports from EMS		
5	Availability of Fixed CCC infrastructure including: 1. **Workstations** 2. **Common Video wall** 3. **Dedication ULB' Video Walls** 4. **IP phones and PBX operations**	Uptime = {1 - (Equipment downtime-maintenance downtime) / (Total Time – maintenance downtime)}	Minimum 99% up time measured on a monthly basis	0
		Equipment Downtime shall be measured from the time the equipment becomes unavailable (due to any reasons whatsoever attributable to MSI) for Business	≥97.0% to <99.0 % up time measured on a monthly basis	5

	5. **Online UPS and DG sets**	processing to the end user to the time it becomes fully available.	≥95.0% to <97.0% up time measured on a monthly basis	6
		Any downtime for maintenance shall be with prior written intimation to the VSCL. Please note that continuous downtime of every 2 hours (from 7am to 12midnight) would raise the severity by one level. e.g. the severity level shall raise from 0 to 1 Please note that continuous downtime of every 4 hours (from midnight to 7am) would raise the severity by one level. e.g. the severity level shall raise from 0 to 1 Measurement Tool: Reports from EMS	<95.0% up time measured on a monthly basis.	7
6	Availability of Fixed CCC infrastructure including: 1. **Dome/ PTZ and other outdoor cameras**	Uptime = {1 - (Equipment downtime-maintenance downtime) / (Total Time – maintenance downtime) }	Minimum 97% up time measured on a monthly Basis	0
	2. **Fixed Dome Camera for Indoor Surveillance**	Equipment Downtime shall be measured from the time the equipment becomes unavailable (due to any reasons whatsoever attributable to MSI) for Business	≥95.0% to <97.0 % up time measured on a monthly basis.	5
	3. **Phones and PBX** 4. **Biometric access control system**	processing to the end user to the time it becomes fully available. Please note that continuous downtime of every 2 hours (from 7am to 12midnight) would raise the severity by one level. e.g. the severity level shall raise	<95.0% up time measured on a monthly basis.	7

		from 0 to 1 Please note that continuous downtime of every 4 hours (from midnight to 7am) would raise the severity by one level. e.g. the severity level shall raise from 0 to 1 Any downtime for maintenance shall be with prior written intimation to the VSCL. Measurement Tool: Reports from EMS		
7	Availability of Mobile CCC infrastructure including: 1. **Workstation- Desktops, laptops and peripherals' maintenance** 2. **Other Camera equipment** 3. **UPS/DG set etc.**	Uptime = {1 - (Equipment downtime-maintenance downtime) / (Total Time – maintenance downtime)} Equipment Downtime shall be measured from the time the equipment becomes unavailable (due to any reasons whatsoever attributable to MSI) for Business processing to the end user to the time it becomes fully available for the above stated business processes. Please note that continuous downtime of every 2 hours (from 7am to 12midnight) would raise the severity by one level. e.g. the severity level shall raise from 0 to 1 Please note that continuous downtime of every 4 hours (from midnight to 7am) would raise the severity by one level. e.g. the severity level shall raise from 0 to 1 Any downtime for maintenance shall be with prior	Minimum 97% up time measured on a monthly Basis	0
			≥96.0% to <97.0 % up time measured on a monthly basis.	5
			≥95.0% to <96.0% up time measured on a monthly basis.	6
			<95.0% up time measured on a monthly basis.	7

		written intimation to the VSCL. Measurement Tool: System generated reports from Mobile CCC controller		
8	**Battery replacement for UPS for all equipment / devices procured**	Replacement of battery used for UPS This excludes regular maintenance of the UPS and its batteries. Measurement Tool: SLA Monitoring tool for inventory management	Batteries to be replaced every 3rd Year	5 (will increase by 1 every subsequent 6 months of non-compliance)

9	Repair / replacement of infrastructure equipment including:
	  1. **Cameras**
	  2. **Variable Message Signboard**
	  3. **PA system**
	  4. **Phones and PBX**
	  5. **Environment sensors**
	  6. **Biometric devices**
	  7. **Other ICCC (indoor and outdoor) infrastructure equipment**
		Bidder should keep minimum 10% spare at any given point of project execution.
		Infrastructure equipment should be replaced or repaired after complaint logging from VSCL Officials
		Measurement Tool: System generated call log at Helpdesk
			Within 4 business hours of logging complaint	0

			>4 business hours to 1 business day of logging complaint	4
			>1 to ≤2 business days of logging complaint	5
			More than 2 business days of logging Complaint	6

/10	**Asset / Inventory Management**	Provide monthly MIS of Asset Inventory to check asset inventory level. Measurement Tool: SLA Monitoring tool for inventory management	≥95% of the minimum required inventory level should be available measured on monthly Basis	0
			<95% of the minimum required inventory level	3 (Severity level would increase by 1 for every 5% drop in inventory level)
		Conduct Annual Physical Asset verification once in a year and give a report within 2 months from the date of verification.	100% Management approval of Physical Asset Verification report	5
11	**Fire detection and suppression system Uptime**	Availability of fire detection and suppression system in the command & control centre, DC & DR site. Periodic audits would be done by the agency to check the availability of these systems. These reports shall be submitted to the VSCL. Measurement Tool: Random checks	100% availability measured periodically	0
			Any incident of non-Compliance	5
			Any incident of non-compliance	5

Note:-

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

50.3. Descriptive SLA terms for activities under ICT enabled Solid Waste Management, Smart Lighting, Solid Waste Management System (SWMS), Kashi Smart Parking Management System (KSPMS)

S.No.	Measurement	Definition	Target	Severity Level
1	Availability of Applications including: 1. **Tracking, Transit- Automated Vehicle Locator System** 2. **Fleet Management System** 3. **Mobile Application (android platform) for real time tracking of Bus information** 4. **RFID based Bin Management System** 5. **Weight Sensor Management System** 6. **Environmental Sensor** 7. **Staff Attendance Management System** 8. **Smart Lighting Operation Management System- LCU and CMS**	Uptime = {1 - (Application downtime-maintenance downtime) / (Total Time – maintenance downtime)} Application Downtime shall be measured from the time the solution becomes unavailable (due to any reasons whatsoever attributable to the Bidder) for Business processing to the end user. Each parameter will be measured separately for penalty. Any downtime for maintenance shall be with prior written intimation to the VSCL. Please note that continuous downtime of every 2 hours (from 7am to 12midnight) would raise the severity by one level. e.g. the severity level will raise from 0 to 1	Minimum 98% up time measured on a monthly basis	0
			>= 96.0% to <98.0 % up time measured on a monthly basis	3
			<96.0% time measured on a monthly basis	4
			>= 93.0% to <95.0 % up time measured on a monthly basis	5

	9. **Adaptive Traffic Management System** 10. **Public Greivances**	Please note that continuous downtime of every 4 hours (from midnight to 7am) would raise the severity by one level. e.g. the severity level will raise from 0 to 1 Measurement Tool: Reports from EMS	>= 90.0% to <95.0% up time measured on a monthly basis	6
			<90.0% up time measured on a monthly basis.	7
2	Availability of , infrastructure including: 1. **Workstations** 2. **Video wall**	Uptime = {1 - (Equipment downtime-maintenance downtime) / (Total Time – maintenance downtime)} Equipment Downtime shall be measured from the time the equipment becomes unavailable (due to any reasons whatsoever attributable to the Bidder) for Business processing to the end user to the time it becomes fully available. Any downtime for maintenance shall be with prior written intimation to the VSCL. Please note that continuous downtime of every 2 hours (from 7am to 12midnight) would raise the severity by one level. e.g. the severity level will raise from 0 to 1 Please note that continuous downtime of every 4 hours (from midnight to 7am) would raise the severity by one level. e.g. the severity level will raise from 0 to 1 Measurement Tool: Reports from EMS	Minimum 99% up time measured on a monthly basis	0
			>= 96.0% to <97.0 % up time measured on a monthly basis	5
			>= 95.0% to <96.0% up time measured on a monthly basis	6
			<95.0% up time measured on a monthly basis.	7
3	Availability of field infrastructure including: 1. **GPS Unit** 2. **Public Address System – Loudspeakers**	Uptime = {1 - (Equipment downtime-maintenance downtime) / (Total Time – maintenance downtime)} Equipment Downtime shall be measured from the time	Minimum 99% up time measured on a monthly basis	0

	3. **Passenger Information System – LED Display boards** 4. **RFID Reader and Tags** 5. **GPS based handheld Device** 6. **Weight Sensors** 7. **Environmental Sensors** 8. **Smart Light Unit** 9. **Variable Message Signboard** 10. **PA System** 11. **Other equipment**	the equipment becomes unavailable (due to any reasons whatsoever attributable to the Bidder) for Business processing to the end user to the time it becomes fully available. Any downtime for maintenance shall be with prior written intimation to the VSCL. Please note that continuous downtime of every 2 hours (from 7am to 12midnight) would raise the severity by one level. e.g. the severity level will raise from 0 to 1 Please note that continuous downtime of every 4 hours (from midnight to 7am) would raise the severity by one level. e.g. the severity level will raise from 0 to 1 Measurement Tool: Reports from EMS	>= 96.0% to <97.0 % up time measured on a monthly basis	6
			>= 95.0% to <96.0% up time measured on a monthly basis	7
			<95.0% up time measured on a monthly basis.	8
4	Repair / replacement of infrastructure equipment including: 1. **GPS Unit** 2. **Public Address System – Loudspeakers** 3. **Passenger Information System – LED Display Boards** 4. **RFID Reader and Tags** 5. **GPS based handheld device** 6. **Weight Sensors**	Bidder should keep minimum 10% spare at any given point of project execution .Infrastructure equipment should be replaced or repaired after complaint logging from VSCL Officials Measurement Tool: System generated call log at Helpdesk	Within 4 business hours of logging Complaint	0
			>1 to <=2 business days of logging Complaint	3
			More than 2 business days of logging complaint	5

			<95% of the minimum required inventory level	6 (Severity level would increase by 1 for every 5% drop in inventory level)
7. Environmental Sensors 8. Smart Light Unit 9. Variable Message Signboard 10. PA system 11. MSIM Card 12. Other equipment			100% Management approval of Physical Asset Verification report	5

50.4. SLAs for eGovernance Services

S.No.	Measurement	Definition	Target	Severity Level
1	**Operations of one stop Kashi Portal and SKVT Portal**	Uptime = {1 - (Application downtime-maintenance downtime) / (Total Time – maintenance downtime)} Application Downtime shall be measured from the time the solution becomes unresponsive/ unoperational or unavailable (due to any reasons whatsoever attributable to the Bidder) for Business processing to the end user. Each parameter will be measured separately for penalty. Any downtime for maintenance shall be with prior written intimation to the VSCL.	>= 97.0% to <99.9% up time measured on a monthly basis	8
2	**Operations of Kashi Mobile App**			
3	**Kashi Wallet and Payment Gateway Uptime**			
4	**Aggregation of APIs and Utility Dashboards**		>= 95.0% to <97.0% up time measured on a monthly basis	7

| | | Please note that continuous downtime of every 2 hours (from 7am to 12midnight) would raise the severity by one level. e.g. the severity level will raise from 0 to 1 | 93.0% to <95.0% up time measured on a monthly basis | 6 |

50.5 Network related performance levels

S.No.	Measurement	Definition	Target	Severity Level
1	**Network Availability at Access, Zone and Core level**	**In coordination with the Network Service Provider:** MSI is expected to prepare schedule to coordinate with the Network Operators in a time bound manner to ensure the SLAs of the Network Operators are met effectively. The implementation of the network backbone for the city by the Network Operators should not impact the implementatiIndemintyonof the Scope of Work of this RFP with any delay by the Operator.	Month wise result oriented coordination and implementation report of the Network connectivity in PAN city area.	5
2	Network Availability between a. **Cameras installed at each pole and network switch** b. **Network switch and optical fiber** c. **Optical fiber to Switch at CCC and DC and DR**	**In coordination with the Network Service Provider:** Network components (availability for a month is defined as total time (in minutes) in a month less total down time (in minutes) in a month excluding planned network downtime. The network is considered available when all the services in full capacity are available. Network Availability (%) = (Total minutes during the month – Planned downtime - Downtime minutes during	>98.5% ≤98.5% to >97.0% up time measured on a monthly basis ≤97.0% to >95.0% up time measured on a monthly basis ≤95.0% to >93.0%	0 1 2 3

		the month) *100 / Total minutes during the month Total Time shall be measured on 24*7 basis.	up time measured on a monthly basis	
		Planned Network Component Downtime refers to unavailability of network services due to infrastructure maintenance activities such as configuration changes, up gradation or changes to any supporting infrastructure. Details related to such planned outage shall be agreed with the VSCL.	<93.0% up time measured on a monthly basis	4
			≤95.0% to >93.0% up time measured on a monthly basis	5
		Measurement Tool: Reports from EMS	≤93.0% to >90.0% up time measured on a monthly basis	6
			<90.0% up time measured on a monthly basis	7
3	**Network Quality of Service**	**In coordination with the Network Service Provider:** Quality of Service (QoS) refers to the capability of a network to provide traffic engineering to selected network traffic from	99% throughput of minimum stipulated bandwidth during 24*7 hours	0
		a. Cameras installed at each pole and network switch **b.** Network switch and optical fiber **c.** Optical fiber to Switch at CCC and DC and DR. The primary goal of QoS is to provide priority including dedicated bandwidth, controlled jitter, latency and improved loss characteristics.	≥97% and <99% throughput of minimum stipulated bandwidth during 24*7 hours	2
		improved loss characteristics. Measurement Tool: Reports from EMS	<97% throughput of minimum stipulated bandwidth during	3

			24*7 hours	
			Average Packet loss exceeding 0.5% over a month (at Data Centre and WAN level)	5
			Latency Delay > 150 ms (every instance) (at Data Centre and WAN level)	5
4	Network Availability between a. **Field device/unit and network switch** b. **Network switch and optical Fiber** c. **Optical fiber to Switch at CCC and DC & DR**	Network components (availability for a month is defined as total time (in minutes) in a month less total down time (in minutes) in a month excluding planned network downtime. The network is considered available when all the services in full capacity are available.	>=98.5%	0
			<= 98.5% to >97.0% up time measured on a monthly basis	4
		Network Availability (%) = (Total minutes during the month – Planned downtime - Downtime minutes during the month) *100 / Total minutes during the month Total Time shall be measured on 24*7 basis.	<= 97.0% to >95.0% up time measured on a monthly basis	5
		Planned Network Component Downtime refers to unavailability of network services due to infrastructure maintenance activities such as configuration changes, up gradation or changes to any supporting infrastructure.	<= 95.0% to >93.0% up time measured on a monthly basis	6
		Details related to such planned outage shall be agreed with the VSCL. Measurement Tool: Reports from EMS	<93.0% up time measured on a monthly basis	7

5	Network Availability for all GPRS/GSM/3G enabled equipment and other connectivity for equipment including : 1. **GPS Unit** 2. **Biometric device** 3. **Environmental Sensors** 4. **Smart Light Unit** 5. **Variable Message Signboard** 6. **Other equipment**	Network components (availability for a month is defined as total time (in minutes) in a month less total down time (in minutes) in a month excluding planned network downtime. The network is considered available when all the services in full capacity are available. Network Availability (%) = (Total minutes during the month – Planned downtime - Downtime minutes during the month) *100 / Total minutes during the month Total Time shall be measured on 24*7 basis. Planned Network Component Downtime refers to unavailability of network services due to infrastructure maintenance activities such as configuration changes, up gradation or changes to any supporting infrastructure. Details related to such planned outage shall be agreed with the VSCL. Measurement Tool: Reports from EMS	>=95.0%	0
		<= 95.0% to >93.0% up time measured on a monthly basis	4
		<=93.0% to >90.0% up time measured on a monthly basis	5
		<90.0% up time measured on a monthly basis	7
		>=97% and <99% throughput of Minimum Stipulated bandwidth during 24*7 hours	5
		<97% throughput of minimum Stipulated bandwidth during 24*7 hours	6
		Average Packet loss exceeding 0.5% over a month (at Data Centre and WAN level)	4
		Latency Delay > 150	4

			ms (every instance) (at Data Centre and WAN level)	

50.6. Camera feed and quality

S.No.	Measurement	Definition	Target	Severity Level
1	Ratio of Live cameras v/s Total number of cameras at any point of time (To be measured every 1 hour)	Number of live working cameras divided by the total number of cameras Measurement tool: Log from VMS tools wherein alerts to the control room shall be generated on non-functioning of the camera	≥98%	0
			≥95 % to < 98%	3
			< 95%	5
2	Quality of Video feeds (Bad feeds due to Video Jitter, dim, blurred, unfocused, obstructed, non-aligned feeds)	"Poor quality video feed" means blurred, jiggered, dim or unclear video. Camera Feed Error Resolution time is the time taken to improve the feed to satisfactory levels after it has been detected & logged by the Surveillance System / administrative officials. Logging of such calls would be through IT helpdesk system.	≥98%	0
			≥95 % to < 98%	3
			< 95%	4
3	Average Frame rate maintained for Viewing	Average frame rate as per the requirement of the RFP to be maintained by all cameras Measurement tool: Log from VMS	≥90% calculated on a Monthly basis	0
			≥85 % to < 90% calculated on a Monthly basis	3
			< 85 % calculated on a Monthly basis	4
4	Average Frame rate maintained for	Average frame rate as per the requirement of the RFP to be	≥95% calculated on a	0

			Monthly basis	
		Measurement tool: Log from VMS	≥90 % to < 95% calculated on a Monthly basis	3
	recording	maintained by all cameras	< 90 % calculated on a Monthly basis	4
5	Video stream Latency	The time required for transmission of video feed from one point to another	≤40ms	0
			>40ms to ≤60ms	3
		Measurement tool: Report from EMS	>60ms	4
6	Change of Screen from one camera Source to another	The time required for transmission of screen from one camera source to another	≥2s	0
			>2s to ≤5s	3
		Measurement tool: Log from VMS	>5s	4
7	Video Feed Query Retrieval Response Time	The time taken for receiving response to a query raised for video feed	≤10s	0
			>10s to ≤20s	3
		Measurement tool: Log from VMS	>20s	4
8	PTZ Lag time	The time taken between movement at keyboard/joystick and actual moving indication through video feed viewed	≤2s	0
			>2s to ≤5s	3
		Measurement tool: Report from EMS	>5s	4
9	ANPR for Standard Number plates (4 wheelers & above)	Percentage of correct readings by ANPR camera for standard number plates for 3 wheelers and above	≥70%	0
			≥60% to <70%	3
		Measurement tool: ANPR system reports	<60%	4
10	ANPR for Non-Standard Number plates (4 wheelers & above)	Percentage of correct readings by ANPR camera for non-standard number plates for 3 wheelers and above	≥60%	0
			>50% to <60%	3
		Measurement tool: ANPR system reports	<50%	4
11	ANPR for Standard Number plates (2& 3 wheelers)	Percentage of correct readings by ANPR camera for standard number plates for 2 wheelers and above	≥50%	0
			>35% to <50%	3

		Measurement tool: ANPR system Reports	<35%	4
12	ANPR for Non-Standard Number plates (2 & 3 wheelers)	Percentage of correct readings by ANPR camera for non-standard number plates for 2 wheelers and above	≥35%	0
			>30% to <35%	3
		Measurement tool: ANPR system reports	<30%	4

50.7. Helpdesk SLA for O&M phase

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

			system	90% - 95% calls resolved in specified time: penalty of 5% of monthly O&M Charges	
				< 90% call resolved in specified time: penalty of 10% of monthly O&M Charges	
Desk Side Technical support services	Resolution of ticket logged as per the Severity definition chart	95%	Reports generated from Ticket logging system	1% of monthly O&M Charges	Automated Monitoring Tool
					OV Performance Insight (OVPI)
Problem Management	Supplier shall analyze all the incidents and provide a root cause report every month if there are more than 10 incidents of the same type. Supplier shall take the needed corrective action to prevent further issues due to the same	100% timely submission covering all incidents logged in that month	Root cause report	5% penalty on the monthly O&M Charges of that Project Area, if the Supplier does not submit a problem report for that month.	
			Incident report problems users	5% penalty on the monthly O&M Charges of that Project Area, if the Supplier does not perform the corrective action for more than one calendar month.	

	cause.		Document detailing corrective action		

51. Issue Management Procedures

51.1. 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 VSCL and Bidder.

Implementing such a process at the beginning of the outsourcing engagement significantly improves the probability of successful issue resolution. It is expected that this pre-defined process shall only be used on an exception basis if issues are not resolved at lower management levels.

52.1. Issue Management Process

- Either VSCL or MSI may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.

- 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.

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

53.   Service Level Change Control

53.1.   General

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

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

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

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

Section: D

Annexures

ANNEXURES

Annex I: Change Control Note

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

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

(including a schedule of payments)	
Other Relevant Information: (including value-added and acceptance criteria)	
Authorized by the Bidder	**Date:**
Name:	
Signature:	

Change Control Note	CCN Number :
Part C: VSCL 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 VSCL and its nominated Agencies	**For MSI**
Signature	Signature
Name	Name
Title	Title
Date	Date

Annex II: Form of Agreement

THIS Agreement made the ………….. date of………….2016, between……………. (hereinafter……. referred to as the "MSI") of the one part and Varanasi Smart City Limited (hereinafter called the "VSCL") of the other part.

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

MSI and Varanasi Smart City Limited (the VSCL) on behalf of the VSCL 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 VSCL has accepted the tender of MSI for the provision and execution of the said works for the sum of …………………………..upon the terms laid out in this RFP.

b. MSI hereby agrees to provide Services to VSCL, 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	*Volumes I, II and III of the RFP and corrigendum and addendum, if any*
Break-up of cost components	*Bidder's Commercial bid*
The VSCL's Letter of Intent dated <<>>	*To be issued later by the VSCL*
MSI's Letter of acceptance dated <<>>	*To be issued later by the MSI*

Bid submitted by MSI as per file No. <<>>	*Bidder's Technical bid*

d. The mutual rights and obligations of the "VSCL" and MSI shall be as set forth in the Agreement, in particular:

- · MSI shall carry out and complete the Services in accordance with the provisions of the Agreement; and

- · the "VSCL" shall make payments to MSI in accordance with the provisions of the Agreement.

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

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

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

Signed   Signed

Name   : _____   Name   : _____

Designation : _____   Designation : _____

Date   :   Date   :

Place   :   Place   :

in the presence of :   **in the presence of :**

Signed   Signed

Name   : _____   Name   : _____

Designation : _____   Designation : _____

Date   :   Date   :

Place   :   Place   :