

Request for Proposal

For

Selection of Agency/SI/MSI for Implementation and Management of Smart Schools in City of Jabalpur (5 Municipal Schools/20 Classrooms on Pilot)

Reference No: JSCL/2017/172

Date: 21/3/2017

**Jabalpur Smart City Ltd, Jabalpur
Madhya Pradesh**

NOTICE INVITING TENDER for establishment of Smart Schools in City of Jabalpur

Project Name: Selection of Agency/SI/MSI for Implementation and Management of Smart Schools in City of Jabalpur (5 Municipal Schools/20 Classrooms on Pilot)

Setting up of 20 Smart Classrooms on pilot basis from Class IX to XII, 5 IT Labs and 5 Smart Libraries in 5 State Government schools of Smart City Jabalpur.

Project includes creation, supply, installation and operation of **School Management System, Learning Management System, IT Infrastructure for schools and IT based Networking within schools**. LEARNING MANAGEMENT SYSTEM will cover creation, supply, uploading and maintenance of Hindi (and English) language educational digital contents and future upgradation as per changes in syllabus prescribed by Madhya Pradesh boards). Overall project will also cover creation, supply and installation of SMART SCHOOL MANAGEMENT SYSTEM (Software, Dashboard and Hardware) and LIBRARY MANAGEMENT SYSTEM; supply, installation, commissioning & functioning of IT INFRASTRUCTURE for SMART SCHOOL (CCTV Cameras, Wi-Fi facility, Projectors, PC/Laptops, Interactive boards and other IT equipment in classrooms), staffroom, library and school corridor); TRAINING of teachers and parents, capacity building sessions for parents; providing IT assistants cum resource persons (City Level Coordinators and School Coordinators); and intra-school & inter-school IT networking with onsite comprehensive warranty of all equipment and all software for three years in 5 Municipal Schools. This project will have to be operated by Implementation Agency (IA) for 3 years.

Cost of Tender Document	As Per Published NIT
Earnest Money Deposit	
Tender Release Date	
Last date of pre-bid queries	
Pre-bid meeting Date and Time	
Last date of buying tender	
Bid submission online date	
Bid submission hardcopy date	
Opening of technical bids	
Technical Presentation	
Opening of financial bids	

All the details related to this Request for Proposal have also been uploaded on website of Jabalpur Smart City Limited: www.jscljabalpur.org and www.mpeproc.gov.in
Original copy of earnest Money deposit (EMD) in the form of FDR/Bank guarantee in favor of the Executive Director, Jabalpur Smart City Limited with copy of Bid proposal should be submitted online upto 21/04/2017 as well as in hard copy through registered/speed post/in person up to 16.00 hrs on 25/04/2017 at Office of Jabalpur Smart City Limited, Manas Bhawan, Wright town, Jabalpur. Any bid not accompanied by an acceptable Earnest money as indicated in NIT will be rejected by the Employer as non-responsive.

Executive Director
Jabalpur Smart City Limited

DISCLAIMER

The information contained in this tender document or subsequently provided to Bidder(s), whether verbally or in documentary or in any other form, by or on behalf of Jabalpur Smart City Limited (hereafter referred to as "JSCL") or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided in writing.

This tender document is intended to be and is hereby issued only to the prospective Bidders. The purpose of this tender document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This tender document does not purport to contain all the information that each Bidder may require. This tender document may not be appropriate for all persons, and it is not possible for the JSCL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this tender document. The assumptions, assessments, statements and information contained in the tender document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this tender document and where necessary obtain independent advice from appropriate sources. The JSCL, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, adequacy, correctness, reliability or completeness of the tender document.

Information provided in this tender to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The JSCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The JSCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this tender document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this tender document or arising in any way for participation.

The JSCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this tender document.

The JSCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this tender document before the last date of bid submission with reasonable time to bidders to submit modifications, if any.

The issue of this tender document does not imply that the JSCL is bound to select a Bidder or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the JSCL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the JSCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the JSCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the

conduct or outcome of the Bidding Process.

Other Conditions:-

1. A complete set of tender documents can be obtained from www.mpeproc.gov.in or in person between 10.30 hours to 17.30 hours on all working days from the address of communication mentioned below. The bid document can be obtained on payment of non-refundable cost of document mentioned above in the form of Cash payment/Demand Draft in favour of “Executive Director, Jabalpur Smart City Limited” and payable at Jabalpur.
2. All pages of the documents in each envelope must be machine numbered and the Document is in spiral or any other type of binding. Loose filling of paper will not be accepted.
3. Bid opening shall be carried out in two stage.
4. Due to unforeseen condition, if the opening date of Technical Bid/Financial Bid is declared holiday, then in that case bids will be open on next working day at the same time and place.
5. JSCL will not be responsible for any delay in receiving the Bid Documents.
6. Bidder should be responsible to follow the JSCL rules & directions
7. Bidder shall be responsible to pay all the applicable taxes.
8. Bidder must provide the list of efficient technical staff, engineers, required tools & equipment’s with the tender.
9. There should not be any unsatisfactory performance report of the Bidder from any sources.
10. All applicable deduction will be made from Bidders interims & final accounts bills.
11. Bidder must ensure safety provisions of labours, staff, before commencement of the work.
12. Bidder should have adequate testing, measuring and inspection equipment and facilities for the calibration of the same.
13. The Jabalpur Smart City Limited reserves the right to reject any or all offers without assigning any reason thereof.
14. Bid opening shall be carried out in two stages. Firstly, ‘technical bid’ of all the received (except those received late) shall be opened on the date and time mentioned above. ‘Financial Bid’ of those bidders whose ‘technical bid’ has been determined to be substantially responsible shall be opened on a subsequent date, which will be notified separately to such bidders.
15. Any effort by the Bidder to influence the Employer in the Employer’s bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders bid.
16. The JSCL reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer’s action.
17. Affix Index of Tender Documents.

EXECUTIVE DIRECTOR
JABALPUR SMART CITY LIMITED

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**JABALPUR SMART CITY LIMITED
MANAS BHAVAN, JABALPUR**

1. Invitation for Bid

1.1. Project Background

Jabalpur is a Tier 2 City in State of Madhya Pradesh. It is the third largest urban agglomeration in MP and 37th largest urban agglomeration in India. Jabalpur Smart City Proposal (SCP) has been selected to implement the Area-Based Development (ABD) and Pan-city proposals by Government of India (GoI) under Smart City Mission (SCM), wherein 98 cities in India competed for first 20 positions. The Jabalpur SCP proposes several ICT based smart solutions in ABD and across pan-city providing various smart features/ infrastructure in line with the SCM guidelines.

As per provisional reports of Census India, population of Jabalpur in 2011 was 1,055,525; of which male and female were 545,510 and 510,015 respectively. The current total population of Jabalpur is approximately about 14 lakhs.

For the purpose of implementing the Smart Cities project, Jabalpur Smart City Limited (the “Authority” or “JSCL”), a Special Purpose Vehicle (SPV) has been established as a public limited company under the Indian Companies Act 2013. JSCL has received funds from Government of India and Government of Madhya Pradesh (GoMP) for the development of smart city in Jabalpur and intends to invite the technical and financial proposals from the interested eligible bidders, to provide the consultancy services, for supporting client in developing and implementing the ICT based projects for smart solutions for pan-city and ABD proposals.

Jabalpur Smart City’s vision is: “Transforming Jabalpur into a vibrant regional economic and cultural hub through inclusive urban regeneration, to act as a magnet for investment and new opportunities for the youth.” Primary focus of smart city Jabalpur is “promotion of economic activities” while secondary being “augmentation and renewal of city infrastructure with state-of-art technology” in place.

The vision of the Jabalpur Smart City is directed towards supporting urban renewal and urban infrastructure development in a given timeframe for attaining better living standards, amenities and creating a congenial environment for people to live and work, in the city of Jabalpur with due thrust on People's Participation and Public-Private Partnership in the city.

JSCL in its endeavor to improve the quality of education delivery at senior secondary schools seeks participation of experienced and qualified SI/MSI/consortia/OEMs to create, install, functionalize, operate and maintain Smart School System on pilot phase in 5 Municipal schools of Jabalpur.

JSCL has taken up numerous initiatives to provide IT infrastructure and ICT enabled facilities to residents of Jabalpur. JSCL now is proposing for setting up and formation of Smart Schools equipped with School Management System, Learning Management System including 20 classrooms from these schools in pilot phase. Key objective of this project is to ascertain, that no child is left behind in race of socio-economic transformation and that everyone can have access to learning, which is also the mandate from fundamental rights. Besides regular learning and required syllabus teaching, children can take advantage of upgraded technology while learning within syllabus or about co-curricular like socio-cultural events, heritage, sports, environment, and other areas related to learning and development.

Keeping in view the above broader objectives, JSCL invites e-tender for Technical and Financial bid proposal from eligible Bidders for setting up of Smart School (with 20 Digital Classrooms on pilot basis) from Class IX to XII, 5 IT Labs and 5 Smart Libraries in each of 5 Municipal schools of Smart City of Jabalpur. As part of this project, Smart Classrooms have to be set-up in one section of each of

the classes from IX to XII from identified 5 Schools (Annexure-NN). Smart School Management System will have to be created, and educational digital content as part of Learning Management System will have to be made available in Hindi as well as English. Project includes creation, supply, uploading and maintenance of school management system; creation, supply, uploading and maintenance educational digital contents and future upgradation as per changes in syllabus prescribed by boards concerned; creation, supply and installation of academic life cycle management system, learning management system and library management system; supply, installation, commissioning & functioning of Hardware; networking and setting up of server; training to teachers and parents, capacity building sessions for parents, providing IT assistants cum resource persons (City Level Coordinators and School Coordinators), supply, installation and commissioning of biometric attendance machines, building management system and CCTV cameras including DVR, media converter, 55' LED TV, Interactive Board, Interactive Projector, Classroom Audio system and PC/Laptop and onsite comprehensive warranty for three years in 5 Government Schools. As already mentioned above, this will also include creation, uploading, upkeep/maintenance and timely upgradation of Educational Digital contents as per the MP Board and NCERT syllabus of classes IX to XII.

This project will have to be operated for 3 years and any extension to this project will be as per prevailing conditions and with mutual consent between parties at the end of 3 years.

Note: - Bidders may note that Bids are to be submitted as per the instructions laid out in **Section III** of the tender document. The selection of successful bidder would be in two steps: Technical Bid and Financial Bid

The last date for submission of the online bid is 21/04/2017 up to 12 noon. The following address will be used for all communication in regard to this bid process:

Executive Director

Jabalpur Smart City Limited

Manas Bhavan, Jabalpur

E-mail – ictpmu@jscljabalpur.org, ceojscl@mpurban.gov.in

Website: www.jscljabalpur.org

1.2. Project Objective

The key objectives of the proposed project is as follows –

- Harness the use of technology for improving the overall reach and quality of education in Municipal schools, where this is a significant dearth of skilled teachers
- Modern classroom experience for the municipal school children.
- Allow expert teacher's sharing across various municipal schools in real time (and also offline), thus broadening of quality education for the large student base

1.3. Current Tender Objective

Objective of this tender is to finalize an agency who shall undertake the following –

A. Setting up of School Administrative Management System

- **CCTV cameras** in classrooms, corridors and identified points in school premises (exact number of cameras to be identified during feasibility stage)
- **Biometric attendance system** for teachers/ staff (staff room) and students (Fingerprint based time and attendance access control system) with periodical notification system to respective parent (for each student), to respective principals (for each teacher) and monthly report generation system.

- Classrooms equipped with **Wi-Fi facility** (excludes bandwidth procurement and Electricity Connections) with access to required portals and websites only
- Coordination for all classrooms (all sections of all classes) connected on a single Local Area Network
- Visitor Management System
- Common website for all 5 Municipal schools with individual dashboard for each school (Components of dashboard are mentioned in this RFP). This dashboard will cover all the aspects of School Management System detailed in Section 2.29 of this RFP. There will be scope of further expansion of additional components as well as additional schools as and when required.

B. Setting up of Learning Management System

Set up a Learning Management Solution with automatic data backup on vendor data centres to provide state-of-art features for in-class as well as distance learning. Implementation Agency thus working under this RFP will have to create 2D/3D content for learning based on syllabus prescribed under MP Board or any other relevant syllabus prescribed by Education Department through Jabalpur Smart City Limited (JSCL). This Learning Management Solution will have to include the following features --

- Facilitation of digital contents syllabus-wise and subject-wise in Hindi as well as English. Hindi will be the primary language of the overall smart school project while English shall be essential and secondary.
- Learning management system would have integrated student information system commonly known as guardian-tutor learner system.
- Live streaming of lectures with facility of interaction with students from various classrooms in real time. Students should be able to ask questions in real time over voice communication
- Modern features for recording and replay of lectures in offline mode as well as internet streaming
- Features to share computer screen, other learning aids across all schools is required
- Online video sharing facility for teachers and students
- Access of course content and other learning aids in private view of the teacher at classrooms and library. Additionally, this content will have to be made available at Principal's office as well for his/her review.
- This system would have subject-wise scores score feeding facility and accordingly parents would be auto-notified of results through SMS.
- Report card generation facility would be available to teachers, parents/guardian. Growth and improvement analytics of each student, each class and each school will be generated for decision making.
- Push system for breaks between classes to hold student in classroom

- Project assignment and submission on learning management system. Interactive facility for the projects between schools, students and teachers

C. Setup one Central Studio embedded with City Level Control system, Upgradation of IT Infrastructure available in Computer Labs and Installation of IT Infrastructure in Classrooms and Libraries along with Installation of control system at Principal’s office/ school level control room/Computer Labs

- One Studio at city level will be set up for coordinated and comprehensive learning. This will be in one of the 5 corporation schools.
- Install/replace the hardware and activate the software to run the lectures in classrooms and VTC sessions in existing 20 Classrooms of 5 Schools. Install the administering software and Learning Management System to run VTC sessions on existing hardware in these 20 schools.
- Supply, install, commission the required components, equipment related to Smart Learning at respective classrooms and schools.
- Supply, install, commission IT Network to these 5 Schools. (list of equipment mentioned in **Annexure -YY**)
- Infrastructure in each school should enable to students view the online synchronous training content, faculty video and hear the faculty voice. For smooth running of Virtual Training Classrooms from Central Studio, voice facility has to be two way.
- Provide comprehensive maintenance of the equipment(s) as well as connectivity for the duration of 3 years from the date of commissioning of the overall system.
- Deploy technical manpower at City Level and School Level for operational support.
- Installation of Library management system in all 5 schools

D. Provision of Networking Infrastructure for 5 schools to connect within, with Central Studio and with Central Command and Control Centre of Smart City

- Coordination for all classrooms (all sections of all classes) connected on a single Local Area Network
- Assess the IT connectivity of all schools and provide connectivity to all 5 schools to run digital classrooms, online training sessions, learning management system, school management system and library management system in these 5 municipal schools with improved performance. There should be no lag between video and voice for optimal learning experience.
- Integrate the central studio and ICCC with these 5 schools, including upgradation / replacement of servers and providing redundancy.

1.4. Key Events & Dates

1	Name of the Authority	Jabalpur Smart City Limited
2	Name of the Assignment	Selection of Agency for Implementation and Management of Smart Schools in City of Jabalpur (5 Municipal Schools/20 Classrooms on Pilot)
3	RFP Number	JSCL/ School Education/Bid Number/2017 , Dated 22/03/2017

4	Date and time of Pre-Bid Meeting	30/03/2017 at 3:00 PM Office of Executive Director Jabalpur Smart City Limited Manas Bhavan, Jabalpur Phone: +917611136800
5	Last date and time for receiving queries/clarifications	30/03/2017
6	Last date and time for submission of Proposal (Proposal Due Date)	The proposal is to be submitted online on www.mpeproc.gov.in on 21/04/2017 as well as in hard copy by 25/04/2017
7	Date and time of opening of Pre-qualification and technical proposals on e-procurement platform	26/04/2017 at 4:00 PM Office of Executive Director Jabalpur Smart City Limited Manas Bhavan, Jabalpur Phone: +917611136800
8	Technical Presentation	29/04/2017
9	Date and time of opening of financial proposal	01/05/2017 at 4:00 PM
10	Bid Processing Fee (Non-refundable)	INR 20,000 The above mentioned bid processing fee will be submitted online on mpeproc (e-procurement portal of Government of Madhya Pradesh) during purchase of tender.
11	Bid Security / EMD (Refundable)	INR 800,000 In the form of Bank Guarantee issued by one of the Nationalized / Scheduled Banks in India drawn in favour of Jabalpur Smart City Ltd , payable at Jabalpur. Bid Security / EMD should be valid for a period of 180 (One Eighty) days from Proposal Due Date. The Bid Security / EMD will be refunded to unsuccessful Applicant agencies within 30 (Thirty) days of completion of selection process.
12	Performance Bank Guarantee	5% of the Total Project Cost from the successful Bidder In the form of Bank Guarantee issued by one of the Nationalized / Scheduled Commercial Banks in India drawn in favour of Jabalpur Smart City Limited , payable at Jabalpur.
13	For any enquiries and clarifications, please contact:	Office of The Executive Director Jabalpur Smart City Limited Manas Bhavan, Jabalpur Phone: +917611136800
14	Validity of the Proposal	Bidder proposals shall remain valid for a period of 180 days from the Proposal Due Date

Important Note: Proposals/Bids submitted without bid processing fee/bid security shall summarily be rejected.

1.5. Procedure for Bid Submission

The Bidder shall submit their response through Bid submission process on e-Procurement platform at www.mpeproc.gov.in by following the procedure given below:

The bidder would be required to register on the e-procurement platform www.mpeproc.gov.in and submit their bids online. Along with online submission hard copies of bids will have to be submitted RFP Inviting Authority.

The bidders shall submit their Pre-Qualification Bid, Technical bid and Price bid online in e-Procurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their Pre-Qualification, Technical bids and other certificates/documents with clear readability, in the e-Procurement web site. The bidder should sign on all the statements, documents, certificates uploaded in the e-Procurement website, owning responsibility for their correctness/authenticity.

Registration with e-Procurement platform:

For registration and online bid submission bidders may contact HELP DESK on www.mpeproc.gov.in

Digital Certificate authentication:

The bidder shall authenticate the bid with the agency's Digital Certificate for submitting the bid electronically on e-Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-Procurement platform.

Hard copies:

i) All the bidders shall make the online payment against the bid processing fee on mpeproc. All the bidders shall invariably upload the scanned copies of DD/BG in e-Procurement system and this will be the primary requirement to consider the bid responsive.

ii) JSCL shall carry out the technical evaluation based on the uploaded certificates/documents, DD/BG towards EMD in the e-Procurement system, technical presentation and open the price bids of the responsive and technically qualified bidders only.

iii) JSCL will notify the successful bidder for submission of original hardcopies of all the uploaded documents and DD/BG towards EMD prior to entering into agreement.

iv) The successful bidder shall invariably furnish the original DD/BG towards EMD; Certificates/Documents of the uploaded scanned copies to the RFP Inviting Authority before entering into agreement, either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the successful bidder. JSCL will not take any responsibility for any delay in receipt/non-receipt of original DD/BG towards EMD, Certificates/Documents from the successful bidder before the stipulated time.

On receipt of documents, JSCL shall ensure the genuinity of the DD/BG towards EMD and all other certificates/documents uploaded by the bidder in e-Procurement system in support of the qualification criteria before concluding the agreement.

Deactivation of Bidders

Vide Ref GO Ms. No.174 – I&CAD dated 1-9-2008, if any successful bidder fails to submit the original hard copies of uploaded certificates/documents, DD/BG towards EMD within stipulated time or if any variation is noticed between the uploaded documents and the hardcopies submitted by the bidder, the successful bidder will be suspended from participating in the RFPs on e-Procurement platform for a period of 3 years. The e-Procurement system would deactivate the user ID of such defaulting bidder based on the trigger/recommendation by the RFP Inviting Authority in the system. Besides this, JSCL shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the RFP process for execution of the development schemes taken up by the government. Other conditions as per RFP document are applicable.

The bidder is requested to get a confirmed acknowledgement of bid submission from the RFP Inviting Authority after submitting Hardcopies to avoid any discrepancy.

RFP Document:

The bidder is requested to download the RFP document from website of Jabalpur Smart City Limited (www.jscljabalpur.org) or www.mpeproc.gov.in and read all the terms and conditions mentioned in the RFP Document and seek clarification if any from the RFP Inviting Authority.

The bidder has to keep track of any changes by viewing the Addendum/Corrigenda issued by the RFP Inviting Authority from time-to-time in the e-Procurement platform. JSCL shall not be responsible for any claims/issues arising out of this.

b) Bid Submission Acknowledgement:

The bidder shall complete all the processes and steps required for Bid submission. The system will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the bidder. Users may also note that the bids for which an acknowledgement is not generated by the e-procurement system are treated as invalid or not saved in the system. Such invalid bids are not made available to the RFP Inviting Authority for processing the bids. JSCL will not responsible for incomplete bid submission by users.

1. The bidders may contact the Office of Jabalpur Smart City Limited, Jabalpur for any further information / clarifications on e-procurement.
2. The bidders need to register on the electronic procurement market place of Government of Madhya Pradesh i.e., www.mpeproc.gov.in. On registration in the e-procurement market place they will be provided with a user ID and password by the system using which they can submit their bids on line.
3. While registering on the e-procurement market place, the bidders need to scan and upload the required documents as per the RFP requirements on to their profile. The e-procurement market place provides an online self-service registration facility to all such Contractors who are already registered with respective participating departments for supply of specified goods and services.
4. All the bidders shall invariably upload the scanned copies of DD/BG in e-Procurement system and this will be the primary requirement to consider the bid as responsive. The Department shall carry out the Technical bid evaluation solely based on the uploaded certificates/documents, DD/BG towards EMD in the e-procurement system and open the price bids of the eligible and responsive bidders. The Department will notify the successful bidder for submission of original hard copies of all uploaded documents and DD/BG towards EMD prior to entering into agreement.
5. The bidders shall furnish a declaration in online stating that the soft copies uploaded by them are genuine. Any incorrectness/deviation noticed will be viewed seriously and apart from cancelling the work duly forfeiting the EMD, criminal action will be initiated including suspension of business.

1.6. Pre-Qualification Criteria

#	Qualification Criteria	Documentary Evidence
1.	The bidder and each member of the consortium should be a company registered under Indian Companies Act, 1956/2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or proprietary firm or a Limited Liability Partnership registered under LLP Act 2008.	Copy of Certificate of Registration/Incorporation
2.	The Bidder (Lead bidder in case of consortium) should have an average annual turnover of at least INR 100 Cr over the last three financial years (FY 2013 - 14, 2014 – 15, 2015 – 16).	Relevant extract from the audited Balance Sheet and Profit & Loss Statement of the company

3.	The Bidder (Lead bidder in case of consortium) should have positive net worth as on 31 st March 2016.	Certificate from the Chartered Accountant clearly stating the net worth.
4.	The Bidder (any of the consortium members, in case of consortium) should have experience in implementing at least 3 Projects related to implementation of Smart School, Smart Classroom, Virtual Class Rooms, Learning Management System, School Management System within last five years (as on bid publish date) in India. Each of such projects should qualify following criteria: <ul style="list-style-type: none"> ▪ Smart Classrooms at minimum 1 distant location ▪ Project Value of minimum INR 1 (one) Crore ▪ Projects which have been successfully completed (Go-Live) (not mandatory but preferable) 	Copy of Work Order and Client certificate signed by a competent authority clearly stating the scope, current status and the contact details of the reference person.
5.	The Bidder (any of the consortium members, in case of consortium) should have at least 20 technical resources on its payroll as on the date of submission of the bid having prior experience in implementation of ICT projects preferably Smart School/Smart Education System/Digital Classroom with Learning Management System (at-least 5 should mandatorily have experience in Smart School/Smart Education System)	<ul style="list-style-type: none"> • Certificate from HR for the overall count of resources • Complete resumes of the 5 resources required for the project
6.	The Bidder or any member of consortium should possess Valid ISO Certification. ISO 29990 for educational services and training ISO 9001:2000 for quality management ISO 35.020 for IT general aspects including equipment	Copy of valid certificate
7.	The Bidder (including all the consortium members, in case of consortium) should have valid documentary proof of Sales Tax/VAT registration number and Service Tax registration number.	Copy of Sales Tax/VAT registration number and Service Tax registration number of lead bidder and consortium members.
8.	The Bidder (including all the consortium members, in case of consortium) should have valid Income Tax returns for the last three assessment years and should have a PAN Card.	Provide documentary proof of Income Tax returns for the last three assessment years. Provide copy of PAN card of lead bidder and consortium members.
9.	The Bidder (including all the consortium members, in case of consortium) should not have been blacklisted by any Central/State Government Organization or Department in India at the time of submission of the bid.	Declaration by the Bidder as per format given in the bid document.

Notes:

- In case of consortium, the same **should not consist of more than 3 members.**
- The consortia shall submit a valid **Agreement** on Stamp Paper among the members signed by the Authorized Signatories of the companies under consortium dated prior to the submission of the bid. The Agreement shall clearly specify the details of Prime bidder, stake of each member and outline the roles and responsibilities of each member. The agreement between the Prime Bidder and each consortium partner should be for the entire period of the Project and submitted along with the Bid. The Agreement of the consortium members should be submitted for their exclusive association for this bid and joint responsibility for the respective scope.
- In the Consortium, all the members shall be jointly and severally liable to complete the project; however Prime Bidder shall give an undertaking for successful completion of the project. In case of any issues, Prime Bidder will be primarily liable for all penalties.
- JSCL shall sign the contract with the Lead Bidder only, however, names of all the consortium members shall be included in the contract. All payments shall be made to the Lead Bidder only.

2. BIDDING

2.1. Bid Data Sheet

Cost of Tender Document	As per NIT
Earnest Money Deposit	
Tender Release Date	
Last date of pre-bid queries	
Pre-bid meeting Date and Time	
Last date of buying tender	
Bid submission online date	
Bid submission hardcopy date	
Opening of technical bids	
Technical Presentation	
Opening of financial bids	

2.2. Cost of Bid Document

The Bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by JSCL to facilitate the evaluation process, and in negotiating a definitive Service Agreement and all such activities related to the Bid process. This RFP does not commit JSCL to award a Contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of Contract for implementation of Project.

2.3. Pre-bid Meeting

JSCL may incorporate any changes in the RFP based on acceptable suggestions received in pre-bid queries. The decision of JSCL regarding acceptability of any suggestion shall be final in this regard and shall not be called upon to question under any circumstances. It may not be possible to answer questions which are received late. The responses to the queries shall be uploaded by way of hosting amendments/clarifications on the website i.e. (www.jscljabalpur.org) in accordance with the respective clauses of the RFP.

2.4. AMENDMENT OF BID DOCUMENTS

At any time before the scheduled submission of bid, JSCL may, for any reasons, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by amendment. The amendment/response to clarification(s), if any, will be sent in writing to all prospective Bidders or upload on the JSCL website which will be binding on them. JSCL may, at its discretion, extend the date for submission and/or opening of the bid. In order to allow prospective bidder, JSCL may, at its discretion shall, extend the deadline for the submission of bids for a reasonable time to take the amendment into account in preparing their bid.

2.5. Rights to Terminate the Process

- a) JSCL may terminate the bid process at any time and without assigning any reason. JSCL makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This bid document does not constitute an offer by JSCL. The Bidder's participation in this process may result in JSCL selecting the Bidder to engage in further discussions and negotiations towards execution of a contract. The commencement of such negotiations does not, however, signify a commitment by JSCL to execute a contract or to continue negotiations. JSCL may terminate negotiations at any time without assigning any reason.

2.6. Submission of Bids

- a) Complete bidding process will be online (e-Bidding) in two packet system. All the notification and details regarding terms and conditions related to this bid notice hereafter will be published online on www.mpeproc.gov.in.
- b) Bidding documents can be seen, downloaded and submitted in electronic format on the JSCL website. The deadline for submission of bid is specified in section 2.20 of this document.
- c) Bid shall be treated as invalid if EMD/BG is not paid along with the bid. Bid shall be treated as invalid if scanned copies are not submitted online along with the bid.
- d) Bidder should submit information and scanned copies in PDF format in Pre-Qualification folder (Packet 'A') as mentioned in the Bid Document.
- e) Bidder may be requested to submit original documents for verification during evaluation of technical bids as and when required.
- f) An authorized representative of the Bidder should have valid class II / III Digital Signature Certificate (DSC) obtained from any Certifying Authority. The authorized representative of the Bidders shall digitally sign the original Technical bid and Commercial bid. The authorization shall be in the form of a written power of attorney accompanying the bid or in any other form demonstrating that the representative has been duly authorized to sign.
- g) On opening the Pre-Qualification folder, if it is found that the Bidder has not submitted required documents as per Pre-Qualification folder (Packet 'A') then the Bidder shall be given a single opportunity to submit required documents/clarifications within 3 days from the intimation by JSCL (through email communication mentioning stipulated date), failing which 10% of the EMD paid by the Bidder shall be forfeited and the bid shall be termed as non-responsive.
- h) On opening the Technical Qualification folder, if it is found that the Bidder has not submitted required documents as per Technical Qualification folder (Packet 'B') then the Bidder shall be given a single opportunity to submit required documents/clarifications within 7 days from the intimation by JSCL (through email communication mentioning stipulated date), failing which 10% of the EMD paid by the Bidder shall be forfeited and the bid shall be termed as non-responsive
- i) JSCL reserves the right to accept or reject any or all the Bids without assigning any reason. Moreover, if no intimation is provided by JSCL then the documents submitted cannot be deemed as accepted.

2.7. Site Visit

The Bidder may visit and examine sites at a time to be agreed with JSCL, and obtain all information on own responsibility that may be necessary for preparing the Bid Document. The visit may not be used to raise questions or seek clarification; such matters must be submitted in writing. The costs of visiting the site(s) shall be at Bidder's own expense.

2.8. Language of Bid

The proposal and all correspondence and documents shall be written in English. In case of accompanying literature or brochures etc., being in a language other than English, a certified translation should accompany the documents as a part of the RFP. All proposals and accompanying documentation will become the property of JSCL.

2.9. Bid Submission Format

The entire bid shall strictly be as per the format specified in this bid.

2.10. Documents Comprising of Bids

- a) Following table is provided as the guideline for submitting various important documents along with the bid.
- b) Bidders shall furnish the required information on their Pre-Qualification, technical and financial bids in enclosed formats only. Any deviations in format may make the bid liable for rejection. Disclosure of Commercial information of the bid in Pre-Qualification or Technical Envelope shall be sufficient grounds for rejection of the bid.

2.11. Implementation Partner Participation Criteria

- a) Bidder will be required to submit a Manufacturer's Authorization Form from the OEM stating that the Bidder in concern would be bidding for this project. The template for this form can be found in the Annexure II (9.5) section of this document.
- b) Firms with common Proprietor/Partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each other such as husband, wife, father/mother and minor son/daughter and brother/sister and minor brother/sister, shall not tender separately under different names for the same contract.
- c) If it is found that firms have tendered separately under different names for the same contract, all such tender(s) shall stand rejected and tender deposit of each such firm/establishment shall be forfeited. In addition, such firms/establishments shall be liable, at the discretion of the Executive Director, Jabalpur Smart City Limited for further penal action including blacklisting.
- d) If it is found that close relatives (as described above) have uploaded separate tenders/quotations under different names of firms/establishments but with common address for such establishments/firms and/or if such establishments/ firms, though they have different addresses, are managed or governed by the same person/persons jointly or severally, such tenders shall be liable for penal and legal action including blacklisting.
- e) If after awarding the contract it is found that the accepted tender violated any of the directions pertaining to participation as stated above, the contract shall be liable for cancellation at any time during its validity in addition to penal action including blacklisting against the contractors as well as related firm/establishment.

2.12. Rights to Accept/Reject any or all Bids

JSCL reserves the right to accept or reject any bid, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for JSCL's action.

2.13. Modification and Withdrawal of Bids

No proposal may be modified / withdrawn in the interval between the deadline for submission of

proposals and the expiration of the validity period specified by the Bidder on the proposal form. In case the Bidder wishes to withdraw the Bid after the date of opening of the bids, the bidder may do so, but the EMD of the Bidder shall be forfeited.

- a) A Bidder wishing to withdraw its bid shall notify to JSCL by e-mail prior to the deadline prescribed for bid submission. A withdrawal notice may also be sent by electronic means such as e-mail, but it must be followed by a signed confirmation copy, postmarked no later than the deadline for submission of bids. The notice of withdrawal shall
 - be addressed to JSCL at the address named in the Bid Data Sheet, and
 - bear the Contract name, the “Selection of Agency for Implementation and Management of Smart Schools in City of Jabalpur (5 Municipal Schools/20 Classrooms on Pilot)” and < Bid No.>, and the words “Bid Withdrawal Notice.” Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a valid submitted bid.
- b) No bid should be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in the Bid Data Sheet. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder’s EMD.

2.14. Notifications of awards and Signing of Contract

- a) Prior to the expiration of the period of bid validity, the Bidder will be notified in writing or by FAX/email that their bid has been accepted.
- b) At the time JSCL notifies the successful Bidder that its bid has been accepted, JSCL will send the Bidders the proforma for Contract, incorporating all clauses/agreements between the parties. The successful Bidder shall sign and date the Contract and return it to JSCL. Draft Format of the contract has been included in the bid document.

2.15. Performance Bank Guarantee

- a) The successful Bidder at own expense shall deposit with JSCL, within 15 (fifteen) days after the receipt of notification of award of the Contract (Letter of Award) from JSCL, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized/Scheduled Commercial Bank acceptable to JSCL, in the format prescribed in this RFP (in Annexure XIII), payable on demand, for the due performance and fulfillment of the Agreement by the Bidder.
- b) The Performance Bank Guarantee may be submitted as Demand Draft / Banker’s Cheque / Bank guarantee from a Nationalized/Scheduled Commercial Bank.
- c) This Performance Bank Guarantee shall be for an amount equivalent to 5% of Total Project Cost. All incidental charges whatsoever such as premium, commission etc., with respect to the Performance Guarantee shall be borne by the Bidder. The Performance Guarantee shall be valid for six months post completion of the Project. Subject to the terms and conditions in the

2.16. Failure to agree with the Terms and Conditions of the Bid/Contract

Failure of the Bidder to agree with the Terms and Conditions of the bid/Contract shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive Bidder.

2.17. Terms and Conditions of the Bid

Bidder is required to refer to the draft Contract Agreement, provided in this bid, for all the terms and conditions (including project timelines) to be adhered by the successful Bidder during Project Implementation and Post

implementation period. Please note that one needs to read the Contract Agreement as a whole document; and the Annexure mentioned there-in may not correspond to the bid Annexure. Please refer to the Interpretation Section of the Agreement (Section 2 of draft agreement) for reference of the Annexure.

2.18. Legal and Stationery Charges

The successful bidder will have to bear the legal & stationery charges at rates for preparing contract documents as per prevailing circular.

- a) The stamp duty payable for the contract shall be borne by the Implementation Agency.
- b) The successful Bidder shall enter into a contract agreement with JSCL within 30 days from the date of issue of Work Order and the same should be adjudicated for payment of Stamp Duty by the successful Bidder.
- c) Further shortfall if any, in amount of stamp duty paid as against prescribed amount for the documents executed in Jabalpur City be recovered from the successful bidder and to deposit the deficit or unpaid Stamp Duty and penalty by two separate Demand Draft or Pay Order in favor of within 15 days from intimation thereof.
- d) All legal charges and incidental expenses in this respect shall be borne and paid by the successful Bidder.

2.19. Bid Currencies

Prices shall be quoted in Indian Rupees (INR).

2.20. Bid Validity Period

The proposals shall be valid for a period of 180 days from the date of submission of Bids. On completion of the validity period, unless the Bidder withdraws proposal in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws proposal.

2.21. Rectification of Errors

- a) Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted price will be entertained after the proposals are opened. All corrections, if any, should be initialed by the person signing the proposal form before submission, failing which the figures for such items may not be considered.
- b) Arithmetic errors in proposals will be corrected as per unit rates quoted:

2.22. Opening and Comparison of Price Bids and Award Criteria

Technical Evaluation as mentioned in section 2.25 of this RFP

2.23. Bidder Qualification

- a) The Bidder may be either the Principal Officer or duly Authorized Representative, in either cases shall submit a Certificate of authority. All Certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the authorized representative and the Principal Officer.
- b) The authorization shall be indicated by written Power of Attorney accompanying the Qualification Bid.

2.24. Evaluation Process

- a) The evaluation process of the bid proposed to be adopted by JSCL is indicated in this section. The purpose of this section is to provide the Bidder an idea of the evaluation process that JSCL may adopt.
- b) JSCL shall appoint a Bid Evaluation Committee (BEC) to scrutinize and evaluate the Technical and commercial bids received. The BEC will examine the Bids to determine whether they are complete, responsive and whether the bid format conforms to the bid requirements. JSCL may waive any informality or non-conformity in a bid which does not constitute a material deviation according to JSCL.
- c) There should be no mention of bid prices in any part of the bid other than the Commercial Bid.

2.25. Technical Evaluation

Proposals of only those Applicants who satisfy the Conditions of Eligibility will only be considered for detailed technical evaluation. The credentials of both the members in case of a consortium/JV shall be considered for technical evaluation. In the first stage, the technical capability of the applicant will be evaluated and short listed for consideration of their presentation.

The scoring criteria to be used for evaluation shall be as follows:

1. The aforesaid applicants, subject to detailed evaluation as per the scoring criteria given in the table below will be short listed and considered for evaluation of their financial proposal. The Applicants, scoring 70% marks and above only will be qualified for further evaluation and the Applicants ranked as aforesaid, top 5 (five) shall be short-listed for presentation of their understanding of services, credentials and strategy to handle all the tasks as stated in the ToR. At this stage, the selection committee appointed by JSCL will evaluate and shortlist, based on their presentations, 3 (three) highest rated Applicants for Financial Evaluation. **The presentation will carry 25 marks.**

Sr. No.	Scoring Parameter	Marking Scheme	Max. Marks	Documents required
1.	The Applicant shall have successfully completed at least three relevant project in the last 10 years.	3 projects in last 5 years – 15 Marks 5 marks each for additional projects in last 10 years (Other than the three mandatory Project)	30 Marks	The technical capacity shall be evidenced through a copy of contract agreement / Letter of Award, along with client's completion certificate clearly indicating the Requirements sought under this RFP.
2.	Experience in implementation of Smart School/Smart Education System/Digital Classroom with Learning Management System/ IT networking amongst classrooms and schools	For Completed Project on School Management System with Learning Management System - 5 marks. For Completed Digital Classroom Project – 2.5 marks. For Completed Project on Library Management System – 1 marks.	15 Marks	
3.	Our Understanding, Approach &	Meeting the TOR for a pre-feasibility and	15 Marks	

	Methodology & Work Plan	analysis of existing situation - 5 marks Work Plan details - 10 marks		
4.	Experience of Key Personnel	Meeting the Minimum Eligibility Criteria	15 Marks	
5.	Presentation in respect of understanding of services, credentials and strategy to handle all the tasks as stated in the ToR	Meeting ToR	25 Marks	
	Total		100 Marks	

Eligible Assignments

For the purpose of evaluating the Proposal under this RFP, advisory/ consultancy assignments in respect of preparation of Urban Transport Projects/Transit Oriented Development (TOD) projects/NMT Projects/Public Transport Planning/Urban Mobility projects shall be deemed as eligible assignments (the “Eligible Assignments”)

2.26. FINANCIAL EVALUATION

In the second stage, the financial evaluation will be carried out as per this Clause 2.26. Each Financial Proposal will be assigned a financial score (S_F).

For financial evaluation, the total cost indicated in the Financial Proposal at Sl. No (F) of Form-2 of Appendix-II will be considered.

The **JSCL** will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (F_M) will be given a financial score (S_F) of 100 points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times F_M / F$$

(F = Amount of Financial Proposal)

Provided that the bid is substantially responsive, the Authority shall correct arithmetical errors on the following basis:

- a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

- b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

Note:

- **Fill in the details as per Form 1 and Form 2 of the Price Bid (Section 12)**
- **Failure to submit in the above format will be liable for rejection of the bid itself. The decision of JSCL will be final.**

2.27. COMBINED AND FINAL EVALUATION

Proposals will finally be ranked according to their combined technical (**S_T**) and financial (**S_F**) scores as follows:

$$\mathbf{S} = \mathbf{S_T} \times \mathbf{T_W} + \mathbf{S_F} \times \mathbf{F_W}$$

Where **S** is the combined score, and **T** and **F** are weights assigned to Technical Proposal and Financial Proposal that shall be **0.70 and 0.30** respectively.

2.27.1 The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 2.23, 2.24 and 2.25, as the case may be. In the event two or more proposals have the same scores in the final ranking, the proposal with the higher technical score should be ranked first

2.28. DETAILED SCOPE AND TECHNICAL SPECIFICATIONS

This section includes –

- a) Detailed scope description (School Management system, Learning Management System, IT infrastructure and Network)
- b) Technical specifications – Hardware and software requirements & specifications
- c) Service requirements
- d) Manpower requirements
- e) Training Requirements

Detailed scope –

The Bidder is required: To Supply, Install & Maintain Smart Schools in City of Jabalpur which includes

- a) Smart School Management System in all schools,
- b) Digital Classrooms with learning management system,
- c) IT Infrastructure - One Central Studio, Digital Classrooms, IT Labs and Digital Libraries with library management system setup containing computer hardware, software and connected accessories like CCTV, Wi-Fi, Biometric attendance system etc. in selected Municipal Schools (List attached as annexure).
- d) Networking

Every school needs to have at least 4 Digital/Smart Classrooms (one section from IX to XII each), 1 IT Lab and 1 Digital Library.

Each of the 5 Schools selected for IT automation with Implementation of Digital Classroom and IT Labs has to be equipped with the minimum equipment as per the specifications prescribed in this section of tender document.

2.28.1. SMART SCHOOL MANAGEMENT SYSTEM

School Management System should be designed to **automate the process** of school from

- Student admission to examination management integrated with school dashboard,
- Course management to schedule management as part of Learning Management System (explained later),
- Security, Surveillance, Visitor Management System, Attendance Management, Wi-Fi facilities.

School Software which would enable the School Management System should automate school's operations such as

- Student Admission Management,
- Attendance Management,
- Examination Management,
- Human Resource Management,
- Time Table Management,
- Records & Profiles Management and,
- Visitor Management System(VMS)

This system should be marked by additional features such as news and events, school calendar, profile search, messages, internal mail, etc.

School Software will have to be made available in both modes- Online as well as Offline.

Both modes should have all the modules and features:

Required Modules of School Software		
Time Table	Messaging	Attendance
Student Admission	Courses and Batches	Examination
Human Resource	User Management	News Management
Student Details	Finance	Multiple Dashboards

Dashboard Features & Settings should include:

Attendance

- Attendance in School Software
- Note/Remarks for attendance can be given
- Different types of attendance report can be taken

Student Admission

- Online customizable admission form
- Manage all employees from admission to exit
- Different Report generation facility

Examination

- Examinations in School Software
- Create different types of exams based on grades, marks etc.
- Group exams if required
- Generate report for required exams
- Statistical and Graphical view of all reports
- Automated, quick and on-demand report generation
- Statistical and chart reports, a better analytical view
- GPA, CCE and CWA Evaluation methods
- Allow education department to set standards for different roles based on their responsibility

User Management

- Basic school information
- Manage student categories
- Unique ID for all students
- Customizable as per school standards
- Student details in School Software

- Normal student view facility based on batches
- View/Edit users password and privileges
- Manage Users in School Software

Time Table

- Timetable in School Software
- Drag and drop timetable creation design
- System Alerts on subject limits per week stats
- System Alerts on employee subject limits while creating timetable
- Timetable creation in advance
- Edit/Delete timetable facility available

Courses and Batches

- Managing courses and batches
- Previous education details can be recorded

News Management

- Prior information can be informed about school events, news and holidays
- Manage News in School Software
- Create/edit/delete news
- Search for any news using search bar
- View all news facility also available
- Add News using rich text format
- Edit/Delete news
- Published news has the facility to comment also
- Delete comment facility also available

SMS/Messaging/System Alerts

- Activate SMS module
- Set SMS configuration for alerts to be sent to specific contact numbers for respective actions
- Send SMS to single or group users or to all
- Periodical Messaging System to parents and other identified stakeholders regarding attendance and results
- Inbuilt messaging system
- Easy and quick way to send messages to any user in the system
- To send list of messages through Student Information Management System to the guardians of the learner-
 - Holiday Messages
 - PTM Messages
 - Daily Homework Messages
 - Examination Schedule Message
 - Messages of Exam Result Declaration
 - Fee Notification Messages
 - Winter/Summer Vacation Messages
 - Students' presence/absence Messages
 - Student's performance Messages

- Emergency Holiday Announcement Messages
- Wishing Messages on any Festival or another occasion
- Messages for different events like Annual Function, Tour/Picnic, Sports Day, etc.

Student Information Management System - web based solution to communicate daily campus information of a student to his/her, guardian/parents. Tutors also have the facility to communicate with parents whenever they want. Parents get notified for each and every achievement. Tutors have no need to write notices in students' diary for any complaint or reminder.

Other features required -

- Emergency contact facility available
- Search existing and former students
- Search for any users using the search bar
- Efficient leave management system available
- Manage Asset and Liabilities
- Effective communication between administration, teachers, students and parents
- Recording communications with students
- The above modules will provide features in support of complete student and parent details, student attendance reports, mark sheets, top student reports, student certificate management, teacher and staff attendance reports, student fee reports, examination management.
- **Visitor Management System**

This will be a Fingerprint based time and attendance access control system to be placed separately for Teachers (Outside Staffroom) and Students (Outside each of the 20 Classroom, Library, Central Studio and Computer Lab). While period-wise manual attendance for students will still continue and will be a tool for cross verification as and when required.

Features to be included in Visitor Management System

- Record in and out entry of visitors, contract workers, vehicles material
- Authorize every entry
- Gives a Pop-up and alerts on client PCs for Visitor authorization
- It allows Hold or Reject a visitor

Specifications

- **Processor:** 32 Bit high speed embedded processor
- **Display:** 3 inch TFT
- **User Capacity:** 2,200
- **Transaction Storage:** 50,000
- **Communications:** RS232/485, TCP/IP
- Provision to connect 3rd party Controller as well as Integrated Command & Control Centre of JSCL
- **Support** external On Touch & Push Button

2.28.2. LEARNING MANAGEMENT SYSTEM

E-Learning Software/Platform/Learning Management System has to be installed in Central Studio and has to be integrated with each classroom of all schools mentioned in this RFP (Annexure NN). Learning Management System has to be scalable, flexible & robust. This system should offer set of tools to reduce effort dedicated to infrastructure and course management.

Implementation Agency (IA) will be responsible for subject-wise 2D/3D content creation based on ***syllabus prescribed by MP Board for classes IX to XII***. Further integration of syllabus with any other board and upgradation within MP Board will be responsibility of the Implementation Agency/ Selected SI under this project.

Objectives:

- to enhance the quality education by providing great tools for teaching and learning
- empowers our clients to engage students in learning by using new and exciting state of art technology
- innovative rather than repeating them-self over and over
- to stay focus on providing quality contents
- is very intuitive and one can learn to use and navigate it easily

E-Learning Software and Learning Management suit should be aimed to change the way conventional way of learning and teaching. This system has to bring in related social web technologies and integrate them into E-Learning platform.

- Learning management system should have integrated **Video Lecture Composition and Delivery (VLC)** providing required modules used to deliver and track students learning. The tools should give a social collaborative learning environment to promote learning among students. Following tools covering major categories should form a part of it:
 - 1) **Collaboration Tools:** Group Work, Community Networking, Wiki
 - 2) **Communication Tools:** Discussion Forum, Online Notes, Real-time Chat, File Exchange
 - 3) **Content Development Tools (this would essentially be a part of Implementation Agency):** 2D & 3D Content Creation, Syllabus & Course Management, Updating Syllabus & Timetable as and when needed, Assignments and Test management
 - 4) **Productivity Tools:** Grades, Progress, Analysis of growth in student performance
- **Online Video Lectures** should form an important part of an E Learning initiative under this project. The lecture should be accessible anytime, anywhere, without installing any extra software, directly from a general web browser through user based login available to teachers, students, parents etc. It should form an exhaustive repository of all the information related to a specific course. It should enable students to make quick revisions, compensate for missed lectures or even give lectures to students as a distance learning approach.
- Learning Management System should have facility to **upload course content** in the form of video, presentations, pictures, pdf, spreadsheets and any other type of documents.
- Software should have facility where students can be assigned to the course and be provided with login credentials to revise the course material as well as take examinations.

- E-learning portal and Learning Management System will have to be customized on cloud and student teaching will be through web and video.
- The software should provide the ability to perform online evaluation of students.
- System should give a clear picture about how each student is performing. At the same time it should also provide the students an ability to ask questions and conduct group discussions, create their online notes, ask questions, etc.
- A combination of online learning and class room approach can be used to provide blended learning using best of both the technique.

Advantages of Learning Management System:

1. The course material is maintained online and is easily accessible for editing.
2. Students can learn at their own pace and comfort level.
3. Students can communicate with the teachers without interference of peer pressure.
4. They can perform group activities and collaborate on group assignments.
5. Flexibility of content delivery for teachers is very high.

Library Management System (Hardware with Software)-

Essential Features to be included:

- Keep record of different categories like; Books, Journals, Newspapers, Magazines, etc.
- Classify the books subject wise.
- Define a way to enter new books.
- Keep record of complete information of a book like; Book name, Author name, Publisher's name, Date/ Year of publication, Cost of the book, Book purchasing date/ Bill no.
- Define a way to make a check-out.
- Define a way to make a check-in.
- Automatic fine calculation for late returns.
- Different criteria for searching a book.
- Different kind of reports like; total no. of books, no. of issued books, no. of journals, etc.
- Define a way to know how many books are issued to a particular student.
- Define a way to know the status of a book.
- Event calendar for librarian to remember their dates.
- My Notes section for librarian to write any note.
- Online access for registered user to see the status of their books.
- Completely **cloud based Library Management System.**

Software:

- Complete online access with multiple Log In for Admin/Teachers/Parents/Students
- Mobile version of the website (for principal and librarian to control and command)
- Responsive Content Management System integrated with respective school dashboard
- Unlimited SMS & E-mail provision
- One month training – including integration of customized requirements
- Customization of the manual format in the software
- Cloud based data security
- Automatic back-up in data centers

- 24X7 Support service with least response time
-

Hardware:

- Interactive Touch Screen Display
 - Interactive Voice Response
 - Smart Card Integration (future provision)
 - Biometric Integration
 - CCTV Integration
 - 17" Touch Screen KIOSK
-

2.28.3. IT INFRASTRUCTURE REQUIREMENTS

HARDWARE SPECIFICATIONS

For Central Studio, digital Classrooms, Digital Lab, and Library

- CENTRAL STUDIO**

#	Items Description	Qty.
1)	HD Digital Video Camera along with accessories	01
2)	Camera Tripod	01
3)	Multi-touch Interactive Board with Interactive Projector	01
4)	Audio mixer along with accessories	01
5)	Microphone: Cordless Lavalier	01
6)	Wired Mic with Table Mic Stand	01
7)	Hard disk based HD Recorder	01
8)	Audio Monitor	01
9)	Digital SD/HD-SDI video distribution	01
10)	Audio Distribution Amplifier	01
11)	Video Switcher along with accessories	01
12)	Telephone Hybrid	01
13)	45" - 55" LED TV for Studio	01
14)	Talkback System	01
15)	Streaming Server/Encoder and Decoder	01
16)	Storage Server of 16 TB	01
17)	Furniture	
18)	Acoustic Interior (Minimum 20' X 20' Sqft) at space provided by JSCL	
19)	Power Backup –UPS 10 KVA.	01
20)	Learning Management Software	
21)	Accessories for integration (Accessories like required convertors, cables, Audio/video connectors, adopters etc.)	As required
22)	Installation + Integration + Training	
23)	Interactive Pen and Pad	01
24)	Air Conditioning	
25)	Computer Device (2-in-1) with interactive application	01
26)	CCTV Camera	02
27)	Audio System/Speakers 4.1	01

- Detailed Specifications of Central Studio**

#	PARAMETER	MINIMUM SPECIFICATION
1	HD Digital Video CAMERA	
	Image System	3-chip 1/2-inch type Full HD CMOS
	Effective Pixel	1920 x 1080 HD Resolution or above
	Lens system	10x to 14x HD lens package
	Focus	Auto and Manual
	White Balance	Auto and Manual
	Input / Output	<ul style="list-style-type: none"> Input / Output : SD/HD selectable SDI Output (BNC connector)
	In built	3.5" LCD Monitor and Built-in Viewfinder
	Recording Media	SD Card or HD card
	Recording Format	Standard based nonproprietary format enabled to be edited.
	Accessories	Solid state card (32 GB), AV cable, Battery and battery charger, Remote control, Operational manual.
2	TRIPOD	
	Load Capacity	15.43 lb static weight (7.0 kg) * to be compatible with item number 1 above
	Counter Balance Range	To be matching with item number 1 above
	Tilt Drag	Continuously adjustable from 0 to max level
	Tilt Range	80° to +90° tilt range front to back
	Tilt Lock	Yes
	Spring Loaded Counter Balance	Yes
	Pan Drag	Continuously adjustable from 0 to max level
	Pan Range	360°
	Pan Lock	Yes
3	Video Switcher	
	Video Input	HD-SDI/SD-SDI BNC x 8 (IN 1 to 8), DVI-D x 1 (Mix of HD and SD)
	Video Output	4 x HD-SDI/SD-SDI BNC , DVI-D x 1
	Function	<ul style="list-style-type: none"> Either Built-in multi-mode color LCD monitor display versatile menus, image monitor, waveform/vector scope or additional units to achieve the functionality to be provided along with the video switcher. Featuring High-quality Chroma keying and versatile transitions, including DVE functions. Video PIP with various Enhanced Multi Viewer Display with up to 16 splits Video Memory function allows playback
	MIX	HD and SD video
	Data Loss	Near Zero
	Switching	Real-time Seamless
4	Audio mixer	

		<ul style="list-style-type: none"> • 16 channel Audio Mixer • 3-band channel EQ and high-pass • Smooth 60-millimeter faders & illuminated channel ON switches • AUX sends with master send controls for convenient Processing and monitoring. • Return level controls for the AUX and STEREO buses. • Bright meters for visual level monitoring. • Rack mountable. • Can be controlled using external system
5	Microphone Cordless –Wearable	
	Channel	Single
	RF Protection	Should be Embedded
	Security	Minimum 128 bit encryption
	RF frequency range	1880 – 1900 MHz
	Switching bandwidth	50 – 14000 Hz
	Mobility range	150'
	Base Station	Auto pair with Mic
	Operating time	6 hours
	Usability	Mic and the Transmitter should be singled embedded unit.
	Channel	Single
	RF Protection	Should be Embedded
6	Wired Mic with Table Mic Stand	
	Connectors	3-pin XLR-3
	Features	<ul style="list-style-type: none"> • Dynamic cardioid microphone • Clearly emphasizes voices on loud stages • Transparent high-end and warm but defined lower mids • Highly consistent directivity • High feedback rejection • Shock-mounted capsule • Hum compensating coil • Extremely rugged metal housing
7	Hard disk based HD Recorder	
	Video Connections	Inputs: 1x HD/SD-SDI
	Supported Input Resolutions	1080p(23.9, 24, 25, 29.9, 30), 1080i(50, 59.9, 60), 720p(50, 59.9, 60), 576i(50), 480i(59.9)
	Outputs	1x HD/SD-SDI, 1x HDMI
	Audio Connections Inputs	2x Balanced XLR
	Outputs	2x Balanced XLR
	Embedding	Stereo Audio embedded to HD/SD-SDI
	Recording Format	PCM 24-bits / 8-Channels / 48KHz Sampling Rate
	Loop Through	1x HD/SD-SDI
	Color Sampling	<ul style="list-style-type: none"> • HD (35-125Mbps): 4:2:2 • HD (10-25Mbps): 4:2:0 • SD (15-50Mbps): 4:2:2 • SD (8Mbps): 4:2:0
	Hard Drive	300GB HDD
8	Audio Monitor	
	Speaker type	2-Way Bi-Amp powered studio monitor
	Frequency range	(-10dB), , 38Hz - 30kHz

	Components	LF, 8 cone, HF, 1 dome Crossover 2kHz
	Output power	120W (LF:75W,HF:45W)
	I/O connectors	XLR3-31 type (balanced)
	Cabinet material	MDF
9	Digital SD/HD-SDI video distribution	
	Input/output	1 input to 4 Output HD/SD SDI Distribution Amplifier (no scaling).
	Type	HD/SD SDI Connections
	Power	Low Power Consumption
	Casing	Metal Case
10	Audio Distribution Amplifier	
		<ul style="list-style-type: none"> • Balance Audio (XLR) for both In and OUT • Minimum 1 IN 3 OUT • Compatible to the above Audio Mixer
11	Multi-touch Interactive Panel	
	Size	20 – 25 inch HD Touch
	Features	<ul style="list-style-type: none"> • Professional levels of pen-pressure and pen-tilt <ul style="list-style-type: none"> ○ sensitivity that catch every detail • Use multi-touch gestures to pan, zoom, rotate and more <ul style="list-style-type: none"> ○ in supporting applications • Ergonomic stand adjusts to your preferred working <ul style="list-style-type: none"> ○ position • Express Keys and Touch Strips activate personalized <ul style="list-style-type: none"> ○ shortcuts and modifiers • 1920 x 1080, HD display, • Easy to accessorize with an array of compatible pens, <ul style="list-style-type: none"> ○ grips and pen tips
12	Telephone Hybrid	
	Line Input	Balanced Female XLR
	Impedance	20k ohms
	Level	500 mV RMS (-4 dBu nom, +10 dBu max)
	Caller Out	Balanced Male XLR
	Impedance	200 ohms
	Level	500 mV RMS (-4 dBu nom, +10 dBu max)
	Misc	Front panel handset jacks
	Handset	biased for electret handset (not included)
	Phone Line Connector	RJ11C
	Aux Phone Connector	RJ11C
13	LED TV	
	Resolution	Full HD 1920x1080
	HDMI Input	Yes
	LED TV With floor Stand	Dual Support Floor Stand for Stability with Mobility
	LED TV with Ceiling Mount	With facility of Height adjustment, rotation, tilt and pan
14	Talk Back System	

	Features	<ul style="list-style-type: none"> • Supports Up to 8 Belt backs & 8 Headsets, Inbuilt <ul style="list-style-type: none"> ○ speakers, volume control button, call button, talk button with 20 meter cable for connecting the base station with extension facility • Rackmount Design • 4 XLR Belt backs and 4 Headsets • All Call and Mute Controls • Tally Light Set
15	Streaming Server/Encoder and Decoder	
	Features	<ul style="list-style-type: none"> • Crystal clear audio and video broadcasting to the classroom. • Teacher Screen [Tablet PC screen] Broadcasting to the classroom. • Multiple classroom conference tools. Multiple classroom conferencing with the teacher and student. • Record the lectures in the teaching-end server along with the screen for re-telecast
	Workstation with Streaming Software as Multicast	<ul style="list-style-type: none"> • I/O Card with SDI IN/OUT and Analog Component /composite IN/OUT • Intel Core i7 5th Generation 3.4 GHz or higher • 8 GB DDR3 RAM, • Suitable PCI Express Display card with 1 GB RAM • 250 GB Hard Disk for Windows 7 Professional OS and 2 TB HDD for Data • 18" LED Display, Keyboard, Mouse DVD Writer, Cabinet and 600W SMPS • Streaming Multicast Software • Software Licenses • Licensed Anti-Virus
16	Storage Server of 16 TB	
		<ul style="list-style-type: none"> • 19" Rack-mountable Storage box with minimum 8 HDD bays. • Six 3 TB Enterprise class SATA or SAS 6 Gbps Hard Disc drives. • Minimum Intel Xeon E3 Series 3 Ghz or Better CPU, 8 GB DDR3 RAM. • Dual RJ-45 10/100/1000 Ports, Four USB 2.0 Ports. • Facility to add additional Gigabits Ports or 10 GbE ports by installing HBA. • RAID 0,1,5,6,10,50, 60 and JBOD.
17	Furniture	
	Table	1 X no. 4 X 6 Modular Office Table (Desk with Overbridged)
	Executive Chairs 6 Nos.	6 Nos. with High Raise, Reclining, Ergonomics, Adjustable features
	Sofa 2 Nos	Reclining Single seater
	Storage	Reinforced Fire-Proof Cabinet with minimum 40 box file(s) storage capacity
	Material	Termite Resistant, Marine Plywood

18	Studio with Acoustic Interior (Minimum 20' X 20' = 400 Sqft)	
	Interior	With Metal Tile Grid and with acoustic False Sealing , fixing of acoustic panels on the walls with aesthetic finish
	Carpet	Providing and Fixing Wall to wall
	Curtain	Providing and fixing Curtains with accessories
	Door Type and Size	Acoustic Doors of 4' X 7' with provisioning and fixing panel with vision panel for main door and control room
	Window	Provisioning and fixing sound proof window hermitically sealed with Glass (Size 3' X 5')
	Air-Conditioning	AHUs with joined Ductwork to achieve 68 ° F with 4 degree variation
	Reverberation Time	As per AV Standards (RT60 has to be less than one second. (Certificate for RT60 to be provided)
19	Power Backup –UPS 10 KVA.	
	Features	<ul style="list-style-type: none"> • Three Phase input, Three / Three Phase Output • High power backup. • Wide Input voltage range. 230 V-20%-15% • Output Voltage 220 V • Advanced PFC Technology. • Advanced Battery Management. • Automatic Battery charging in UPS off mode. • Short circuit and Overload Protection • Interactive LCD Touch panel
	Type	<ul style="list-style-type: none"> • Online
	Backup duration	<ul style="list-style-type: none"> • 1 hour
	Battery Type	<ul style="list-style-type: none"> • Sealed Maintenance Free
20	Learning Management Software	
	Features	<ul style="list-style-type: none"> • Cloud Based • DB and Software • Multi-User Enabled • Back up Feature • Support Custom Report generation • Platform Independent • Comply to ISO 27001 <p>Detailed in this section under Learning Management System</p>
21	Accessories	<ul style="list-style-type: none"> • Accessories like required convertors, cables, audio/video connectors, adapters etc.)
22	Installation + Integration + Training	<ul style="list-style-type: none"> • Installation + Integration + Training
23	Interactive Pen and Pad	
		<ul style="list-style-type: none"> • Technology Pressure : level of 1024 (Pen tip only) • Electromagnetic resonance : 100 lines/millimeter (2540 lpi) • Reading speed: 133 pps • Compatible with Open Source • Connectivity : USB
24	Air-Conditioning	
		1.5 Ton Split AC IDU Noise Level < 58 dB 22 – 27 ° C

AUDIO SYSTEM

Description	4.1 Digital Surround system (wall mounted)
Make of Audio system	Sony/Phillips/i-ball or similar meets with above mentioned specification

INTERACTIVE WHITE BOARD/WHITE BOARD WITH INTERACTIVE DEVICE/WHITE BOARD WITH INTERACTIVE PROJECTOR (With Mounting Kit)

Active Size	Minimum 77/78" diagonal or above
Technology	Infrared or latest technology*
Board surface	Scratch resistant, Solid surface ; maintenance free, Compatible with ink marker, any object touch
Aspect Ratio	4:3 or 16:9 or 16:10
Writing Tools	Pen/ stylus/ finger
Active Area	Minimum active diagonal length of 2000 mm
Resolution	8000*8000
Operating system compatibility	Compatible with Windows XP or higher operating system and compatibility with Linux Operating System*
Computer Interface	Standard one USB
Power	Through USB Port*
Annotation software	Annotation software shall include features like draw, pens, annotate, erase, colour, shapes, sizes, text, edit, fonts, stamp, move, capture picture, video, save, rotate, undo, image gallery, print, floating key-board and background etc.*
Warranty	Comprehensive onsite warranty for 3 years
Make of Interactive Board	Panasonic/Hitachi/Promethean/EPSON/Smart*

*For Interactive Board

CCTV cameras and other related items

CCTV camera	SIT&C of 1 Mega pixel HD analogue outdoor weatherproof Fixed Bullet, Day/Night, Vision IR camera,3.6/6 mm fixed focus lens,20 Mtrs IR Range, IP-66 including suitable power supply, stand etc. complete as required.
16 Channel and/or appropriate capacity DVR, as per school requirement based upon no. of classes in school as per Annexure I	SIT&C of 16 Channel and/or appropriate capacity as per school requirement, HD/Hybrid/Tribid DVR Supporting to HD Analogue/IP Camera, All channel 720P real time Recording Or 1080P non-real time Recording ,H.264 Compression dual Stream Video,1 HDMI & 1 VGA Supported, I Network Port,1 Audio in/Out, Two SATA Hard-Disk Supported (upto 8TB) Free DDNS Supported ,Remote Viewing Client Software & Mobiling viewing

	Software, 3G/Wi-Fi Supported, 2Nos.USB Port etc. Complete as required.
LED Display Make of LED Display	SIT&C of 32"inch LED display including Stand etc. complete as required. Samsung/Sony/Panasonic/LG/Philips
HDD	SIT&C of 2 TB Surveillance Hard Disk Drive etc. Complete as required.
Media Converter	Supplying and fixing of media converter etc. complete as required.
Cabling and Accessories	Providing & Fixing of cable and its accessories for CCTV cameras etc. complete as required.

• **CLASSROOM, COMPUTER LAB, LIBRARY, TRAINING, MANPOWER, etc**

Sl.No	Format	Description	Total Units (Nos.)
1	Digital Classroom Package	Teacher Computer Device (2-in-1) with interactive application	20
		77" Interactive Board with Interactive Projector (3000 ANSI Lumens, 10000 hrs)-multi-touch enabled	20
		Ceiling Mount for Projector	20
		77" White interactive board	20
		Teacher remote (RF tech based)	20
		Wi-Fi router for Wireless Projection	20
		Sine wave UPS with external batteries	20
		Interactive Pen and Pad	20
		Storage Facility (minimum 40 file rack storage cabinet)	20
		Speaker 4.1	20
		Access Point	20
		Fixed Wide-Angled Camera with Embedded Microphone for classroom	20
		MS Office Professional 2016 (Academy) with perpetual license	20
		CCTV Camera	40
2	IT Lab Package	AMD / Intel processor based Student Computer Devices – Laptop	50
		Teacher Computer Device (2-in-1) with interactive application	5
		77" Interactive Whiteboard with Interactive Projector (3000 ANSI Lumens, 10000 hrs)	5
		Wi-Fi router for Wireless Projection	5
		Ceiling Mount for Projector	5
		Multi-Function Printer	5
		Server Rack & Jack Panel	5
		Server with Win Server 2012 OS	5
		CAL for users	5
		Speakers 4.1	5
		Access Point	5
		1500 VA UPS	5
		Invertor Battery Enclosure	5

		Science Sensors to enable Science experiments as detailed in specifications	30
		200 AH SMF batteries	5
		Kensington Lock	5
		DVD Drive	5
		Headsets	55
		CCTV Camera	15 (3 in each LAB)
		MS Office Professional 2016 (Academy) with perpetual license	55
3	Digital Library Package	Librarian Computer Device (2-in-1) with Library Management System	5
		Projector	5
		Ceiling Mount for Projector	5
		Wi-Fi router for Wireless Projection	5
		Speaker 2.1	5
		Access Point	5
		MS Office Professional 2016 (Academy) with perpetual license	5
		CCTV Camera	5
4	Teacher Training	Twelve (12) teachers + 1 Computer Science teacher and 1 Librarian per School in 2 phases – Computer Basics & Teaching with Technology	Equivalent to number of schools
5	Manpower	One School Coordinator per School (For 60 months)	Equivalent to number of schools
		One Project Manager at City Level (For 60 months)	1
6	CCTV Cameras	In school corridors, assembly areas and places prescribed by principal	25 (5 in each school)
7	Consumables	2000 sheets of A4 size paper (Min 70 GSM) per school	Equivalent to number of schools
		6 new printer cartridge per school per year	Equivalent to number of schools

Detailed specifications

S. No.	Product	Specifications
1	Student Device in IT Labs(Laptop)	Latest X86 32-bit based Multi core processor, with SYSmark 2014 overall performance of 400 or above, tested with at least 4GB. Full Disclosure Report to be submitted., OEM Motherboard with TPM, 4GB DDR3 RAM or above, 500 GB HDD or higher, Integrated Internal Speakers, 10/100/1000 Network interface, Wireless - 802.11b/g/n or ac and Bluetooth V4.0, Integrated Graphics, 14" LED display, Key Board with Standard Touchpad, Minimum 3USB ports or more, 1* VGA and HDMI/DVI/DP Port, 4 cell Lithium Ion/Lithium Polymer battery or higher, Integrated webcam and microphone, Media/SD card reader 3 in 1 or higher, Certifications <EPEAT ><FCC><ROHS><ENERGY STAR 5.0 or above>
2	Teacher Device in Classrooms/Library/Lab (2in1)	Convertible Laptop Latest X86 32-bit based Multi core processor, with SYSmark 2014 overall performance of 400 or above, tested with at least 4GB. Full Disclosure Report to be submitted., OEM Motherboard with TPM, 4GB DDR3 RAM or above, 500 GB HDD or higher, Integrated Internal Speakers, 10/100/1000 Network interface, Wireless - 802.11b/g/n or ac and Bluetooth V4.0, Integrated Graphics, 14" LED display, Key Board with Standard Touchpad, Minimum 3USB ports or more, 1* VGA and HDMI/DVI/DP Port, 4 cell Lithium Ion/Lithium Polymer battery or higher, Integrated webcam and

		microphone, Media/SD card reader 3 in 1 or higher, Certifications <EPEAT ><FCC><ROHS><ENERGY STAR 5.0 or above>
3	UPS	1.5 KVA online UPS with 1 hour backup
4	Printer	Multi-Function printer Function - Color Print, Color Copy, Color Scan, FAX; Print Speed - 50 ppm (a4 or more); Time to First print - 8 sec or less; Print Resolution - 600x600 dpi; Duplex Printing - Automatic; Copy Speed - 50 cpm (a4) or more; Scan Speed - 25 ipm or above; Scan Destination - SharePoint, Email, Folder, USB; Scanner Type - Legal Flatbed & legal ADF; Duplex Scanning - Automatic; ADF Capacity - 50 Sheets Duplex ADF; Duty cycle - 750000 pages or above; Recommended Monthly Print Volume - 5000 pages; Memory - 512 MB or above; Connectivity - USB 2.0, Ethernet 10/100, wireless; PCL Support - yes; Display - Color Touchscreen (8cms or above); Paper Input Capacity - 500 Sheets; Bypass Tray Capacity - 50 Sheets; Power Consumption (Max) - 1000 Watts; Print Mobility - Mopria-certified and ability to print from Android, Apple devices and from Google Cloud Print

AUDIO SYSTEM

Description	4.1 Digital Surround system (wall mounted)
Make of Audio system	Sony/Phillips/i-ball or similar meets with above mentioned specification

INTERACTIVE WHITE BOARD/WHITE BOARD WITH INTERACTIVE DEVICE/WHITE BOARD WITH INTERACTIVE PROJECTOR (With Mounting Kit)

Active Size	Minimum 77/78” diagonal or above
Technology	Infrared or latest technology*
Board surface	Scratch resistant, Solid surface ; maintenance free, Compatible with ink marker, any object touch
Aspect Ratio	4:3 or 16:9 or 16:10
Writing Tools	Pen/ stylus/ finger
Active Area	Minimum active diagonal length of 2000 mm
Resolution	8000*8000
Operating system compatibility	Compatible with Windows XP or higher operating system and compatibility with Linux Operating System*
Computer Interface	Standard one USB
Power	Through USB Port*
Annotation software	Annotation software shall include features like draw, pens, annotate, erase, colour, shapes, sizes, text, edit, fonts, stamp, move, capture picture, video, save, rotate, undo, image gallery, print, floating key-board and background etc.*
Warranty	Comprehensive onsite warranty for 3 years
Make of Interactive Board	Panasonic/Hitachi/Promethean/EPSON/Smart*

***For Interactive Board**

PROVISION OF GREEN BOARD

Size and compatibility with White Interactive Board	With white interactive board, the concessionaire shall also supply 5x4 feet Green Board as a traditional teaching aid. The viewing angle shall be such that students sitting in all corners of the classroom can see what is being written.
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CCTV cameras and other related items

CCTV camera	SIT&C of 1 Mega pixel HD analogue outdoor weatherproof Fixed Bullet, Day/Night, Vision IR camera, 3.6/6 mm fixed focus lens, 20 Mtrs IR Range, IP-66 including suitable power supply, stand etc. complete as required.
16 Channel and/or appropriate capacity DVR, as per school requirement based upon no. of classes in school as per Annexure I	SIT&C of 16 Channel and/or appropriate capacity as per school requirement, HD/Hybrid/Tribid DVR Supporting to HD Analogue/IP Camera, All channel 720P real time Recording Or 1080P non-real time Recording ,H.264 Compression dual Stream Video, 1 HDMI & 1 VGA Supported, 1 Network Port, 1 Audio in/Out, Two SATA Hard-Disk Supported (upto 8TB) Free DDNS Supported ,Remote Viewing Client Software & Mobiling viewing Software, 3G/Wi-Fi Supported, 2Nos.USB Port etc. Complete as required.
LED Display Make of LED Display	SIT&C of 32" inch LED display including Stand etc. complete as required. Samsung/Sony/Panasonic/LG/Philips
HDD	SIT&C of 2 TB Surveillance Hard Disk Drive etc. Complete as required.
Media Converter	Supplying and fixing of media converter etc. complete as required.
Cabling and Accessories	Providing & Fixing of cable and its accessories for CCTV cameras etc. complete as required.

2.28.4 IT NETWORKING REQUIREMENTS

Required Specifications

- Must support at least 500 devices
- Intuitive Management Interface
- Windows and Web-based consoles, workspace views, dashboards to integrate School Management System, Learning Management System and Library Management System.
- Dynamic Device Discovery, SNMP, IP Address Range, SNMP Scan, file import, and hosts file, Full SNMP v1-3
- Functionality including security, WMI Monitoring Functionality
- Visual Network Mapping, Network topology, subnets, devices, applications, and systems
- Configurable Monitoring, Performance, passive, active, real-time, custom (scripted), monitoring templates, and bulk changes
- Predictive Alerts which are Customizable, up, down, and threshold (min/max), maintenance mode, device dependency, and escalation
- Instantaneous Notifications, SMS, email, alpha and numeric pagers, management

- console, Windows popups or task tray and scripted
- Real-time Reporting - configurable reports, real-time, and historical graphs
- Comprehensive Security, Local certificates, trusted certificates, and 128-bit SSL
- Role-based Management, Access network maps, configuration, alerts, notifications, reporting, and management console
- Must be the newest available version of software.

List of minimum requirements –

S. No.	Product	Scope
1	Routers	To capture 10 Classrooms, 1 Staff room, 1 Lab, and Principal office in each of 5 Schools
2	Processors	To capture 10 Classrooms, 1 Staff room, 1 Lab, and Principal office in each of 5 Schools
3	Network Monitoring Server	Application Server which will integrate all schools with Central Studio and finally with Integrated Command and Control Centre of JSCL
4	Switch	To capture 10 Classrooms, 1 Staff room, 1 Lab, and Principal office in each of 5 Schools
5	Repeater	To capture 10 Classrooms, 1 Staff room, 1 Lab, and Principal office in each of 5 Schools
6	Gateway	To capture 10 Classrooms, 1 Staff room, 1 Lab, and Principal office in each of 5 Schools
7	Firewall	To capture 10 Classrooms, 1 Staff room, 1 Lab, and Principal office in each of 5 Schools
8	Trans receiver	To capture 10 Classrooms, 1 Staff room, 1 Lab, and Principal office in each of 5 Schools
9	Wireless networking	To capture 10 Classrooms, 1 Staff room, 1 Lab, and Principal office in each of 5 Schools
10	Ports/Interfaces	To capture 10 Classrooms, 1 Staff room, 1 Lab, and Principal office in each of 5 Schools
11	LAN	To capture 10 Classrooms, 1 Staff room, 1 Lab, and

		Principal office in each of 5 Schools
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Detailed specifications can match below criteria -

S. No.	Product	Specifications
1.	Processor requirements	Internal Register Size: 32-bit Data I/O Bus Width: 64-bit Memory Address Bus Width: 36-bit Maximum Memory: 64GB Utilizes 0.18 micron manufacturing process High clock speed: over 1GHz
2	Server network adapters	Speed 10GbE Dual Port, VT-c with Flexible Port Partitioning Unified Networking; Data Direct I/O
3	Ethernet Network Card	Speed 10GbE / 1GbE Dual Port, 10GBASE-T Dual Port, 1000BASE-T Technology : Flexible Port Positioning Unified Networking; Data Direct I/O
4	LAN Specifications	100Mbps Fiber Distributed Data Interface token passing LAN using either single mode or multimode fiber optic cabling. 100 kilometer limit.

SERVER

CPU	Intel Core i7-4770, 3.4 GHz, 8 MB Cache or its higher version or Equivalent rolled over Next Generation Processor. (to be supplied with two processor as standard)
Chipset	Intel Q8 Series or better compatible with CPU.
Motherboard	OEM / Intel Original Motherboard.
Memory	8 GB 1600 MHz DDR3 RAM(Expandable up to 32GB)
Hard Disk Drive	2 TB
Video Controller	To support VGA or above resolution
Keyboard	104 Keys OEM English Keyboard (it must have soft keys), same brand as that of PC
Mouse	Optical Mouse with USB interface and of brand as that of PC.
Ports	6 USB ports or more (at least 2 USB with 3.0), 1 Display Port/VGA port, audio ports for microphone and headphone in front.
Cabinet	Mini Tower
OPERATING SYSTEM	Windows 8.1, professional or higher/Linux preloaded, as specified with media and Documentation and Certificate of Authenticity
DVD ROM	Support 8x or better DVD ROM Drive
Networking	10/100/1000 on board integrated Network Port with remote booting facility remote system

	installation, remote wake up, TPM enabled 1.2 chip using any standard management software
Power Management	tracking and security management, remote wake up Screen blanking, hard disk and system idle mode in power on, set up password, power supply surge
Monitor	18.5' LED backlit display Digital colour monitor TC-05 Certified, same company brand as that of PC.
UPS	1 KVA, Internal double battery, Backup 10-15 minute, input voltage: 160-280V
Warranty	Comprehensive onsite warranty for three years
Anti-virus	For a period of three years
Quantity	30 umbers

2.28.5 SOFTWARE REQUIREMENTS

Software's to be provided at each Schools for enhanced Teaching and Learning experience

Apart from the above mentioned Hardware for the Digital Classroom, IT Labs and Digital Libraries JSCL wants to

- procure Software's which are required to enable smooth e-Learning operations,
- integrate learning management system in two languages for all schools,
- create school functioning/administration system and integrate it with proposed Central Command and Control Centre of JSCL,
- create parents-school interaction portal and mobile app for notification to parents, class teachers, principal on periodical basis,
- digitize the records of library and enable library management system for automated book issuing and record keeping system and
- support purchasing of e-books based on syllabus and host them on learning management system.

Teacher Specific Software

- Software to evaluate comprehension: Administer quizzes and tests in real-time
- Software to encourage collaboration: Distribute and collect digital assignment, form chat groups on topics and Interact via virtual whiteboard, remotely collaborate with other teachers
- Software to direct student attention to relevant material: Restrict website & app usage, launch web-sites and apps for students using single- click, lock screen/device as appropriate etc.
- Software to manage student access of content and create course materials

Student Specific Software

- To hear how to pronounce English words to build fluency
- To connect various sensors to conduct Science projects / experiments
- To see 2D and 3D models to better visualize STEM concepts
- To learn computational thinking and basic coding skills
- To create multi-media projects and report

- To monitor learning process of students and assess student performance and provide real-time feedback to teachers, parents etc
- Access to Open Education Resources relevant to offline learning
- Access to computers outside school- hour for self-paced learning
- SW to monitor attendance of students followed by notification to related stakeholders like class teacher, principal and parents etc (to be identified by vendor during inception stage of the project in consultation with District Education Officer, Principals and CEO, JSCL).

IT/Admin Specific Software

- SW to monitor activity & usage of devices
- SW to deploy & update software for all devices
- SW to enable appropriate security, firewall and anti-virus
- SW to help stop theft/loss of new devices; remote wipe a stolen or lost device to protect student and school data
- SW to collect PC inventory and registry editing
- During the entire school-year, provide support to teachers 1:1 or en masse

Services to be provided

- One School Coordinator per School, One City Level Coordinator. (Detailed required qualifications are given below.)
- Teacher and School Staff Training.
- Parents Sensitization and Capacity Building Sessions.
- Computer and Projector consumables to be taken care of by the Implementing Agency (IA).

Note: The Bidder may also need to install MIS software/application to be provided by Jabalpur Smart City Limited on all the systems to be supplied for the facility management, Infrastructure and asset management, monitoring of the IT education delivery etc. Bidder would also be required to send various reports using this application. Some of the MIS software/applications will be required to be pre-loaded in the equipment's.

2.28.6 MANPOWER REQUIREMENTS

As also detailed out in Master Service Agreement annexed with this RFP, project will have three phases viz, Phase 1: Development and Implementation, Phase 2: Training of Teachers, Staff & Parents and Implementation of Learning management System and Phase 3: Operation, Maintenance and Monitoring. ***Phase 1 & 2 will collectively form Development Phase and Phase 2 & 3 will form the Operation & Management Phase of the project.***

Implementation Agency will have to provide the following personnel to develop and manage the project on a full time basis:

A. Development Phase (Phase 1 & 2)

- Project Manager:** The Implementation Agency/bidder has to appoint a full time project manager for project development phase from start of the project for 6 months.
Education qualifications:
 - Post-Graduate in Computer Science/ Computer Applications (with MBA preferred)

- Minimum 12 years project management experience (5 years in handling implementation projects related to Educational Solutions)
 - Experience in implementation of large scale ICT projects.
3. **Implementation Team:** Based on the requirements mentioned in the RFP an implementation team will have to be deployed in JSCL under direct supervision of **Project Manager** who will directly report Jabalpur Smart City Limited (**JSCL**).
 4. **IT support staff (2 persons):** Two support IT staff for the entire project cycle will have to be deployed for smooth implementation, operation and management of the project. IT support staff will ensure the successful implementation and operations of the project.

B. Operation & Management Phase (Phase 2 & 3)

1. **City Level Coordinator:** The bidder has to appoint one City Level Coordinator from the starting of the project operations for 33 Months, for co-ordination and implementation of the project and to provide periodic feedback and reporting to the Jabalpur Smart City Limited and other authorities.

Education qualifications:

- Graduate in any discipline (MBA preferred)
- Minimum 10 years project management experience (5 years in handling implementation projects related to Educational Solutions)
- Experience in working for IT sector.

Roles and responsibilities:

- In charge of the complete project management from the bidder
- To ensure smooth implementation of the project
- Monitoring of the performance of School Instructors.
- Infrastructure maintenance.
- Conduct Monthly Review meets with the School Level Coordinators
- Vendor Management to ensure the Machines are have high uptime
- To visit Schools on regular basis to check the execution
- To get the desired data, reports on time always and to send monthly report to the education department
- To close all RED alerts within 7 days by co-coordinating with School Coordinators and Vendor
- To schedule Faculty Induction, Technical Trainings and a Capacity Building session for parents
- Send Monthly reports to JSCL office & education department and participate in the monthly review
- Principal interface from the vendor with the JSCL and District Education Department throughout the project period
- To ensure the contractual obligations are met as per agreement
- MIS requirements from the stakeholders (JSCL, education department and line departments) are met
- Liaison with the government for submission of monthly reports, bill and timely collection of payment.
- Interaction with the Jabalpur Smart City Limited and other line departments on a regular basis to update the progress of the project and attend required review meetings as described in Master Service Agreement.

2. **School Coordinator:** Bidder shall provide one full time School Coordinator (SC) in each school for 36 months (3 years) from the time of installing & commissioning hardware.

The School Coordinator will be responsible for computer education of students, maintain the hardware, software and accessories at the schools as well as provide assistance to the teachers in the use of the IT/ICT infrastructure.

Detailed roles & responsibilities are as below:

Education Qualification

- Graduate in any discipline
- MCA / BCA / BSc. IT/ PGDCA or 1 year Diploma or equivalent in Computers from any recognized/reputed institution.
- Any course in education (B.Ed or D.Ed) from a reputed Institute will be preferred and will attract additional marks
- Minimum 3 years' experience (hardware repairing experience preferred)
- Well versed in basic computer operations

Prime Roles & Responsibilities

- Training students, teachers and if required, parents on IT skills as per the school syllabus and time table.
- To keep all the hardware and software in operational condition, on the spot training and hand holding of the teachers to enable the teachers to use the computers for computer teaching & also using educational e-content for Computer Aided Learning

3. **IT Support Staff (two):** Two support IT staff for the entire project cycle (36) will have to be deployed for smooth implementation, operation and management of the project. IT support staff will ensure the successful implementation and operations of the project.

Detailed roles & responsibilities are as below:

Education Qualification

- MCA / BCA / BSc. IT/ PGDCA or 1 year Diploma or equivalent in Computers from any recognized/reputed institution.
- Any course in education (B.Ed or D.Ed) from a reputed Institute will be preferred and will attract additional marks
- Minimum 3 years' experience (hardware repairing experience preferred)
- Well versed in basic computer operations

Prime Roles & Responsibilities

- To support city level coordinator, school level coordinator and school/ education department staff in all the IT related issues and matters.
- Will be responsible for upkeep and operational efficiency of the Smart School project.
- To keep all the hardware and software in operational condition, on the spot training and hand holding of the teachers to enable the teachers to use the computers for computer teaching & also using educational e-content for Computer Aided Learning.

Important Note:

1. All the School coordinators to be appointed by the bidder and may be certified by JSCL or agency authorized by JSCL. The mode of certification process would be communicated to the bidder at the time of signing of the contract.
2. All school coordinators will be required to be paid at least a salary of total (Cost to Company) Rs. 10,000/- (Ten Thousand) per month by the Bidder.

3. Payment details, EPF and other statutory requirements should be fulfilled by the Bidder. Bank statement of the school coordinator and other statutory returns for them should be furnished by the bidder

Penalties

- i. One City Level Coordinator needs to be appointed. Each City Level Coordinator is expected to visit each school at least once in a week. If any school is not visited by the City Level Coordinator during the relevant quarter of the school, then a penalty of Rs. 500 per school for each of the Schools not visited will be levied on the service provider. Record of each visit, action on day of visit etc. must be properly recorded in registers as well as through biometric machines available in School. The summary and compiled sheet for the visit and action taken must be sent to JSCL office on monthly basis or as and when required.
- ii. School Coordinator and IT support staff are allowed to take 16 leaves per year. In case, a school coordinator or IT support staff is absent from the school for more than 2 days in any month without the permission of HM/Principal, the bidder needs to arrange alternative school coordinator or IT support staff, failing which a penalty of Rs. 300 per day would be levied on bidder for each day exceeding 2 days the SC is absent.

2.28.7 TRAINING REQUIREMENTS

Providing Training to Subject Teachers and Students

a. Objectives of Training

The trainee becomes capable of using computer for normal operation & installing, operating & using the software.

- The trainee understands the manner in which the topic is dealt with the answer questions/queries from students on the topics.
- The trainee should be able to make his/her own lesson plans using the School Management software developed by the Bidder and using the Internet facility available in the school.
- The training should be hands on with the help of computers and software (educational) developed.
- The Training should include presentation/discussion on the topics by subject experts also.
- A teachers' manual should be made available to all the trainees.
- Expected set of questions/answers should be provided at the end of the training

b. Training Delivery

The training shall be conducted at the District Headquarters/Office of JSCL/ School and duration of training is as follows:

1. **Induction Training :**

First time induction training should be provided to all teachers/selected teachers in the selected schools. The average number of teachers to be trained per school will not exceed 12 (3 from each class)

- Total number of training days- 10 @ Minimum of 6 hours training per day.
- The training must cover –
Introduction Session
Computer Overview (Parts of PCs/ digital devices/ etc.)
Operating Systems

Office Suit.
Internet/ Email/browsing etc.
Classroom learning and teaching tools- Projectors/collaborating networking etc., Use of ICT materials in teaching and learning.
Assessment and Feedback.

2. Refresher Training :

Refresher Training in use of ICT in teaching should be provided to all teachers/selected teachers in the selected schools. The average number of teachers to be trained per school will not exceed 12

- Total number of training days- 5 @ Minimum of 6 hours training per day.
- The training must cover –
 - Working with multimedia
 - Making and Editing movies, pictures, images. Etc.
 - Overview of web applications
 - Internet and e communications
 - Overview of Management Information System
 - Computer technology and security
 - Search optimization(search engines and how to take out relevant content)
 - Classroom learning and teaching tools.
 - Overview of personalized learning.
 - Assessment and evaluation.

Note: Above topics may change during the project period as per requirement and any guideline received from Central or State government.

c. Training Module

The agency will have to get their training module ratified by the Technical Advisory Panel of the Jabalpur Smart City Limited or agency authorized by JSCL.

- At least **12 teachers** from each school needs to be trained.
- Each training program will have maximum **30 persons**.
- JSCL through District Education Officer will provide training space for the training of teachers. Necessary infrastructure from Schools such as computing equipment's would be used for the training.

Note: Requirements and Specifications prescribed in this RFP are minimum and tentative. Bidders may propose better and technologically more evolved specifications in there technical bids.

3. MASTER SERVICE AGREEMENT (MSA)

Format of the contract to be entered between successful bidder and Jabalpur Smart City Limited is given below:

This CONTRACT is made and entered into on this day of. by and between Jabalpur Smart City Limited, (hereinafter referred to as "Implementation Agency"/ "Smart School Operator"/ "IA" which expression shall include its successors and permitted assignees) on the other part.

Each of the parties mentioned above are collectively referred to as the "Parties" and individually as "Party".

WHEREAS:

- i. JSCL had invited bids vide its RFP No.(hereinafter referred to as 'RFP', which term shall include all corrigendum, addendums, modifications issued with reference to the RFP) for appointment of a smart school operator for setting up a designing, implementing and maintaining a smart school solution in Jabalpur;
- ii. The IA has submitted its proposal dated.....(hereinafter referred to as "Proposal") for Design, Implement and Management of Smart School Solution in Jabalpur.
- iii. IA in its Proposal has represented that it has the necessary capabilities to carry out the required solution as per the scope of work defined in the RFP and in accordance with the clarifications issued by JSCL in relation to the implementation of the scope of work.
- iv. JSCL has accepted the Proposal of the IA and has issued a Letter of Award /Notification of Award notifying the IA of its selection as a successful bidder vide its letter Dated.....

Now it is hereby agreed to by and between the parties as under:

3.1 Definitions and Interpretations:

DEFINITIONS

In this Contract, the following terms shall be interpreted as indicated:

- a) "**Business Day**" means any day that is a working day for schools in the city of Jabalpur, except for some specified and notified holidays.
- b) "**Confidential Information**" means all information (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and personnel of each Party which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement);
- c) "**Contract**" or "Agreement" are interchangeable terms and shall mean the Agreement entered into between JSCL and the "IA" and includes the RFP, the Proposal, the Letter of Award together with all attachments and Annexes thereto, all documents incorporated by reference therein and amendments and modifications to the above from time to time.
- d) "**IA's Representative**" means the person or the persons appointed by the Implementation Agency (IA) from time to time to act on its behalf for overall co-ordination, supervision and project management.
- e) "**Document**" means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or and databases or microfilm or computer generated micro fiche.
- f) "**Effective Date**" means the date on which this Agreement is signed 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;
- g) "**Go Live of Phase I**" means date of completion of Phase I activities + completion of Partial Assessment Test (also referred to as 'P1')
- h) "**Final Go Live**" means date of completion of Phase II activities + completion of Final Assessment Test (also referred to as 'P2')
- i) "**Intellectual Property Rights**" means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases,

computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Agreement and the right to ownership of JSCL;

- j) **“Kick off Meeting”** means a meeting convened by JSCL to discuss and finalize the work execution plan and procedures with IA.
- k) The **“IA”** shall have the same meaning as ascribed to such terms in Parties clause of this Agreement and shall be deemed to include IA's successors and permitted assigns, as the case may be, unless excluded by the terms of the contract. The word IA when used in the pre-award period shall be synonymous with parties bidding against this RFP
- l) **“IA’s Team”** means the successful IA who has to provide services to JSCL under the scope of this RFP / Agreement. This definition shall also include any and/or all of the employees of IA, their authorized agents and representatives and approved Sub-Implementation Agencies or other personnel employed or engaged either directly or indirectly by the IA for the purposes of the Contract.
- m) **“Parties”** means JSCL and the IA and **“Party”** means either of the Parties;
- n) **“Project”** means coverage of all activities as detailed out in 1.16 Project Timelines.
- o) **“Service”** means facilities/services to be provided as per the requirements/conditions specified in the RFP document and the Agreement and any other incidental/related services, such as installation, implementation, maintenance, provision of technical assistance and other such obligations of the IA covered under the Contract.
- p) **‘Service Level(s)’** means the service level parameters and targets and other performance criteria which will apply to the Services and deliverables as described in the RFP and in this Agreement; ‘SLA’ or ‘Service Level Agreement’ means the service level agreement specified in this Agreement;
- q) **“Service Specification”** means and include detailed description, technical data, performance characteristics, and standards as applicable and as specified in the Contract as well as those specifications relating to industry standards and codes applicable to the performance of the work, work performance quality and the specifications affecting the works or any additional specification required to be produced by the IA to meet the design criteria.
- r) **“Sub-IA”** means any person or persons or firm/company or their successors, assignees to which part of the contract has been outsourced by the IA after necessary consent of APSF.
- s) **“Scope of Work”** means all the goods and services and any other deliverables as required to be provided by the IA as specified in the RFP;
- t) **“The Contract Price/Value”** means the price payable to the IA under the Contract for the full and proper performance of its contractual obligations;
- u) JSCL shall include its legal representatives, successors and permitted assignees.
- v) **“JSCL’s Representative”** shall mean the person appointed by JSCL from time to time to act on its behalf at the site for overall coordination, supervision and project management at site.

• INTERPRETATIONS

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, 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;
- c) Words denoting the singular include the plural and vice versa and use of any gender includes the other genders;
- d) References to a ‘company’ shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- e) Words denoting a person shall include an individual, corporation, company, body corporate, partnership, or a trust;
- f) A reference to legislation includes legislation repealing, replacing or amending that legislation;
- g) Unless otherwise specified a reference to a clause number is a reference to all its sub-clauses;
- 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) A reference to the Agreement shall, unless the context otherwise requires, include a reference to its Annexures, Schedules and every other documents forming part of this Agreement. If a term of this Agreement requires things to be done, undertaken or completed under the Agreement, the same, if relevant, shall, unless the context otherwise require, mean to include such things to be done, undertaken or completed under the relevant Schedules, Annexures of this Agreement.

3.2. Measurements and Arithmetic Conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down except in money calculations where such amounts shall be rounded off to the nearest Rupee.

3.3. Ambiguities within Agreement

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

- a) As between two clauses of this MSA, the provisions of a specific clause relevant to the issue under consideration shall prevail over those in a general clause;
- b) As between the provisions of this MSA and the Schedules, the MSA shall prevail, save and except as expressly provided otherwise in the MSA or the Schedules; and
- c) As between the provisions of RFP and any Corrigendum issued thereafter, the provisions of the Corrigendum shall, to that extent only, prevail over the corresponding earlier provision of the RFP;
- d) As between any value written in numerals and that in words, the value in words shall prevail
- e) As between the provisions of this Agreement and the RFP and the Proposal, this Agreement shall prevail; and

3.4. Priority of documents

This MSA, including its Schedules, represents the entire Agreement between the parties as noted in this clause. If in the event of a dispute as to the interpretation or meaning of this MSA it should be necessary for the parties to refer to documents forming part of the bidding process leading to this Agreement, then such documents shall be relied upon and interpreted in the following descending order of priority:

- a) Any clarifications / amendments issued by JSCL on the MSA, SLA , Schedules and Annexure
- b) This MSA along with the SLA Agreement, Schedules and annexure;
- c) Request for Proposal and addendum / corrigendum to the Request for Proposal (if any).

For the avoidance of doubt, it is expressly clarified that in the event of a conflict between this MSA, Annexure / Schedules or the contents of the RFP, the terms of this MSA shall prevail over the Annexure / Schedules or the contents and specifications of the RFP.

3.5. Conditions Precedent

3.5.1. Provisions to take effect upon fulfilment of Conditions Precedent

Subject to express terms to the contrary, the rights of the IA to receive payments, and obligation of JSCL to make payments under this Agreement shall take effect only upon fulfillment of all the Conditions Precedent set out below. However, JSCL or its nominated agencies may at any time at its sole discretion waive fully or partially any of the conditions precedent for the IA.

3.5.2 Conditions Precedent of the IA

The IA shall be required to fulfill the Conditions Precedent which is as follows:

- a) To provide an unconditional, irrevocable and continuing Performance Bank Guarantee to JSCL or its nominated agencies for an amount of 5% of the Contract Price from a scheduled in the format as provided in the RFP within 15 days of receipt of the Letter of Award; and
- b) To provide JSCL or its nominated agencies certified true copies of its constitutional documents (Memorandum of Association (MOA), Articles of Association (AOA), etc.) and board resolutions authorizing the execution, delivery and performance of this MSA by the IA.

3.6. Performance Bank Guarantee (PBG)

- i. The IA shall, within 15 days after the receipt of Letter of Award from JSCL, furnish an unconditional, irrevocable and continuing Performance Guarantee to JSCL for an amount equal to 5% of the Contract Price from a Scheduled Bank in the format provided in the RFP. The Performance Bank Guarantee shall be valid for entire Term and six months thereafter. If the Performance Bank Guarantee is liquidated /encashed, in whole or in part, during the currency of the Performance Bank Guarantee, the IA shall top up the Performance Bank Guarantee with the same amount as has been encashed within 15 days of such encashment without demur.
- ii. In the event of the IA being unable to service the Agreement for whatever reason, JSCL would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of JSCL under the Agreement in the matter, the proceeds of the PBG shall be payable to JSCL as compensation for any loss resulting from the IA’s failure to perform/comply its obligations under the Contract. JSCL shall notify the IA in writing of the exercise of its right to receive such compensation within 30 days, indicating the contractual obligation(s) for which the IA is in default.
- iii. In case the Project is delayed beyond the Timelines as mentioned in RFP, the PBG shall be accordingly extended by the IA till completion of scope of work as mentioned in RFP.

3.7. Scope of Work

- a) In consideration of the award of the work under the RFP to the IA and payments to be made by JSCL to IA as hereinafter mentioned, the IA hereby covenants with JSCL to provide the Goods and Services and to remedy defects therein and to perform all obligations as mentioned in Section 3.12 of the RFP in conformity in all the respects with the provisions of the Agreement
- b) If any services, functions or responsibilities not specifically described in the RFP or the Contract are an inherent, necessary or customary part of the Services or are required for proper performance or provision of the Services in accordance with this MSA, they shall be deemed to be included within the scope of the work to be delivered for the charges, as if such Services, functions or responsibilities were specifically described in this Agreement.
- c) JSCL hereby covenants to pay IA in consideration of the provision of the services and the remedying of defects therein and for performance of all obligations mentioned in the RFP, the Contract Price or such other sum as may become payable under the provisions of the Agreement at the times and in the manner prescribed under the Agreement.

3.8 Agreement Owners

The following personnel are notified as the MSA Owners:

	Title	Telephone	E- Mail
JSCL			
	JSCL		

IA			

3.9 Contact List

ED (Commercial), JSCL will be the primary contact regarding operation of this Master Services Agreement (MSA) from JSCL. Similarly, an authorized signatory of the IA will be nominated to be the primary contact regarding operation of this Master Services Agreement (MSA) from the selected IA’s side. The primary contact from both parties is referred to as the Principal Contact in this MSA. At the start of the Agreement, the contact details of the Principal Contacts are:

JSCL Principal Contact: CEO, Jabalpur
Smart City Limited

IA Principal Contact:

Any changes to the listed contacts must be communicated and updated prior to the change occurring to the Principal Contact of the other party.

3.10 Commencement and Duration of the Contract

This MSA shall come into effect on the Effective Date and shall continue, unless terminated earlier in accordance with the provisions hereof, for a period of 3 years from the date of signing of agreement, extendable at the option of JSCL for a period of up to one year (or part thereof) on mutually agreed terms and conditions. The Term, for the purposes of any payments to IA, does not include (a) any extension arising out of breach of any obligations by IA, (b) unless otherwise agreed, time duration for implementation of exit management plan.

3.11 Statutory Requirements

- a) During the Term of this contract, the IA shall refrain from indulging in activities which are in contravention of any law, act and/ or rules/ regulations, there under or any amendment thereof governing inter-alia customs, excise, taxes and levies, stowaways, foreign exchange etc. and shall keep JSCL indemnified in this regard.
- b) The IA will ensure that an updated location-wise list of all assets deployed by the IA for the purpose of the Project is available to JSCL at all times. The IA will seek JSCL’s approval before installing any hardware at any location and will also not alter / change / replace any hardware component deployed for the purpose of the Project without prior consent of JSCL.
- c) No Party to this MSA shall at any time perform, or omit to perform, any act which it is aware, at the time of performance, shall place the other party in default under any insurance policy, mortgage or lease governing activities at any location provided by JSCL.

3.12 IA’s Obligations

The obligations of the IA described in this clause is in addition to, and not in derogation of, the obligations mentioned in the RFP and the two are to be read harmoniously:

- a) The IA’s obligations shall include all the activities as specified by JSCL in the scope of work and other sections of the RFP and MSA and changes thereof to meet JSCL’s objectives and operational requirements. It will be the IA’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 this MSA, the RFP and the Proposal.
- b) The IA shall ensure that the IA’s team is competent, professional and possesses the requisite qualifications and

experience appropriate to the task they are required to perform under this Contract. The IA shall ensure that the Services are performed in accordance with the terms hereof and to the satisfaction of JSCL. Nothing in this Agreement relieves the IA from its liabilities or obligations under this Agreement to provide the Services in accordance with JSCL's direction and requirements and as stated in this Contract and the performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of IA's Team.

- c) The IA's Representative(s) shall have all the power requisite for execution of Scope of Work and performance of services under this Contract. The IA's Representative(s) shall liaise with JSCL's Representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. He will extend full co-operation to JSCL's Representative for the proper coordination and timely completion of the works and on any other matter pertaining to the works. He will extend full co-operation to JSCL's Representative in the manner required by them for supervision/ inspection/ observation of the equipment/ goods/ material, procedures, performance, progress, reports and records pertaining to the works. IA shall also have complete charge of the IA's personnel engaged in the performance of the works and to ensure compliance of rules, regulations and safety practice.
- d) Except as otherwise provided for herein or with the prior written approval of JSCL, the IA and/or IA's team shall not:-
 - i. Collect and use any JSCL data, deliverable, Assets or JSCL contents/contents of services and information, including the use of any data mining, or similar data gathering and extraction methods for any purpose other than to accomplish the Scope of Work under the RFP and this Agreement;
 - ii. Market, sell, or make commercial or derivative use of JSCL data, deliverable or Assets, JSCL contents/contents of services and information;
 - iii. Publish, publicly perform or display, or distribute to any third party any JSCL data, deliverables or JSCL contents/contents of Government services and information, including reproduction on any computer network or broadcast or publications media; or
 - iv. Use, frame, or utilize framing techniques to enclose any portion of JSCL data, deliverables or JSCL contents/contents of services and information (including images, any text or the layout/design, form or content of any page or otherwise).

3.13 JSCL Obligations

- a) Project Management Agency/JSCL, or authority shall act as the contact point for implementation of the Project and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the IA.
- b) JSCL shall provide timely approvals to the IA from time to time, which may include approval of Project plans, implementation methodology, design documents, specifications, or any other document necessary in fulfillment of this MSA.
- c) Provide reasonable support through personnel to test the system during the Term;
- d) JSCL shall interface with the IA, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the MSA.
- e) JSCL shall provide requisite data related to its functioning, facilitate obtaining of approvals from various governmental agencies, in cases, where the intervention of JSCL is proper and necessary.
- f) JSCL may provide on the IA's request, particulars / information/ or documentation that may be required by the IA for proper planning and execution of work and for providing goods and Services covered under this Agreement .
- g) JSCL will be responsible for making all payments due to the IA in respect of deliverables, goods and Services provided through the IA and accepted by JSCL in accordance with the terms of this Agreement.

3.14 IA's Team

- a) IA shall provide and deploy, on the site for carrying out the work, only those manpower resources who are skilled and experienced in their respective trades, deemed necessary for the prescribed Scope of Work in the RFP and who are competent to execute or manage/ supervise the work in a proper and timely manner.
- b) The IA would keep JSCL updated with the details of the staff members deployed on the Project. The IA will ensure that the roster schedule of all deployed manpower for each day at the required locations is made available to JSCL for view by authorized JSCL Staff. No change to the deployed manpower shall be done by the IA without written approval from JSCL except where such removal and/or replacement becomes necessary due to exceptional circumstances like disability, resignation, termination, death, etc. of the resource.
- c) JSCL may at any time request the IA to remove from the work / site the IA's representative or any person(s) deployed by the IA for professional incompetence or negligence or for being deployed for work for which he/she is not suited. The IA shall accede to JSCL's request and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of JSCL.
- d) The IA shall maintain backup staff and shall promptly provide replacement of every person removed, pursuant to this section, with a substitute who is equally competent or higher in competence from the pool of backup personnel.
- e) In case of change of any staff, the IA 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. The IA shall also ensure that such a change does not adversely impact the quality and timelines of the Project.

3.15 Access to JSCL's or its nominated Agencies' Premises

For so long as the IA provides services from JSCL's office location on a non-permanent basis and to the extent necessary for the IA to provide the services and at no cost to the IA, JSCL, shall, subject to compliance by the IA with any safety and security guidelines which may be provided by JSCL and notified to the IA in writing, provide the IA with:

- a) Reasonable access, to JSCL locations for as much time as deemed necessary for delivery of Services as defined in this RFP; and
- b) Access to office equipment as mutually agreed and other related support services in such location and at such other JSCL location, if any, as may be reasonably necessary for the IA to perform its obligations hereunder and under the SLAs.

The IA shall,-

- a) Agree that the grant of access to the IA to JSCL locations shall be in the nature of a bare license and shall not in any way confer or be deemed to have conferred on the IA any right, title or interest whatsoever (whether in the nature of an easement or otherwise) in such locations, office equipment or support services or any part thereof and nothing in these shall be construed as a demise in law of such locations unto the IA so as to give the IA any legal interest therein. The IA shall only have the right to enter upon such locations for the purpose of executing the Project in accordance with the terms here.
- b) Not part with or create any encumbrances whatsoever on the whole or any part of such locations, office equipment or support services made available by JSCL to the IA.
- c) Agree that JSCL building locations, where available, from time to time, shall be made available to the IA on an "as is, where is" basis by JSCL. The IA agrees to ensure that IA's team members, do not use such locations, services and items made available by JSCL for
 - i. The transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or
 - ii. Any act, which constitutes a violation of any law or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or other intellectual property right, confidentiality or privacy).

3.16 Project Management

3.16.1 Approvals and Required Consents

- a) The parties shall co-operate to procure, maintain and observe all relevant and customary regulatory and governmental licenses, clearances and applicable approvals (hereinafter the "Approval") necessary for the IA to provide the Services. The costs of such approvals and required consents shall be borne by the IA.
- b) JSCL shall facilitate the IA in obtaining the required consents wherever JSCL intervention is relevant and necessary. The IA shall however, not be relieved of its obligations to provide the Services and to achieve the service levels even until the required consents/ approvals are obtained if and to the extent that the IA's obligations are dependent upon such required consents/ approvals.

PROJECT PHASES AND TIMELINES –

For implementation purposes, we are dividing the project into 2 phases –

Phase 1: Development and Implementation of School Management System and Installation of Hardware for Studio, Classrooms, Lab, Library, Entire School including staff rooms and Principal's office: 45 days

Phase 2: Training of Teachers, Students, Staff & Parents and Development & Implementation of Learning Management System and Library Management System: 5 Months

Phase 3: Operation, Maintenance and Monitoring: 2 Years 9 Months

Phase	Timelines
Phase 1: Development and Implementation of School Management System and Installation of Hardware for Studio, Classrooms, Lab, Library, Entire School including staff rooms and Principal's office	Has to be completed within 45 days from issue of Letter of Award (LoA)
Phase 2: Training of Teachers, Students, Staff & Parents and Development & Implementation of Learning Management System and Library Management System	Starts on 31 st day from issue of Letter of Award (LoA) and has to be completed within 6 months from issue of LoA
Phase 3: Operation, Maintenance and Monitoring	Has to start from date of Go-Live of Phase-I and will go on for 2 years, 9 months (Till April 2020)

Phase 1: Development and Implementation of School Management System and Installation of Hardware for Studio, Classrooms, Lab, Library, Entire School including staff rooms and Principal's office

- Development and implementation of Smart School Management will include Visitor Management system, Wi-Fi facility, CCTV cameras, biometric attendance system, examination management, time table management, school website, portal and monitoring dashboard and reporting requirements update, user management, SMS alerts and news and events update
- Installation of hardware includes CCTV cameras, Wi-Fi facility, setting up of central studio, library, classrooms (including staff and principal room) and installation of interactive projectors and interactive whiteboard.
- IT infrastructure(digital Classroom package, digital library package and networking requirements to be fulfilled in this phase (LAN, Server, Ethernet, server, processor requirements)

Phase 2: Training of Teachers, Students, Staff & Parents and Development & Implementation of Learning Management System and Library Management System

- Learning Management will include e-learning, , Library management, **Video Lecture Composition and Delivery (VLC)**, content course upload,
- Training of teachers, students, staffs, parents for usage of the system
- Induction training and refresher training for teachers and students

Phase 3: Operation, Maintenance and Monitoring

- Implementation Agency shall carry out project operations, maintenance and monitoring of the entire project for a period of 2 years and 9 months post Go-Live of Phase I and PAT.
- For Project Monitoring, Implementation agency needs to allocate a full time City level coordinator and 5 school level coordinator (1 in each of the 5 schools) along with IT support staff as mentioned in Man Power requirements.
- School Coordinator will be responsible for coordinating and maintaining the smart school software system, Learning Management and Library system

3.16.2 Reporting Progress

- a) For purpose of project development IA shall allocate a Technically Qualified Project Manager (from a System Integration background) for first 6 months i.e project development phase (Phase 1 & 2) who would be a single-point contact for the JSCL for monitoring day-to-day progress on the Project. During development, and management, operation, maintenance & monitoring phase (Phase 2 & 3) City Level Coordinator and School Level Coordinator supported by two IT experts (support staff) will be deployed as project management team. In this case City Level Coordinator will be the Project Manager. The Project Manager (both) would be required to interact regularly with JSCL to address issues or provide updates on the Project progress. To facilitate this interaction, JSCL Team would be constituted by JSCL. The members of this JSCL team will have clearly defined roles. The IA's Project Manager will interact with the respective members of JSCL's team for the Project. The Project Manager shall be allocated full-time for the Project and will be stationed at JSCL office at least till the time of Project Go-Live
- b) The IA agrees not to change its Project Manager without consent from JSCL. In the notified and approved absence of IA's Project Manager, the IA shall appoint an alternate resource on the Project the role of the Project Manager
- c) The IA will deploy a web-based Project Monitoring tool that will allow JSCL to view and monitor the progress of various activities, tasks, resource deployment etc. at various locations and at various times against planned timelines and targets. The IA will ensure that this tool is updated daily to allow JSCL to view the latest developments on the various activities. This tool and the related reporting will be in place within 2 months from the date of signing of Contract with the IA; and will be available to JSCL till the end of Contract.
- c) Besides the monitoring tool, review meetings (weekly for initial one year after Letter of Award and fortnightly after this period) will be held with JSCL to take stock of the progress made in the Project over the previous week and discuss any issues / challenges being faced by the teams.
- d) All-important team members of the IA involved during that stage of the Project will be present for these review meetings. Apart from the proposed review meetings, JSCL may schedule all other meetings from time to time. The selected IA should ensure that the relevant team members are available for all such meetings scheduled by JSCL. The JSCL shall draw the minutes of these meetings to record key proceedings and decisions of these meetings.
- e) Weekly status reports on the progress made during previous week, key activities planned in next week, and progress against planned milestones, issues and escalations if any etc. will be submitted to JSCL by the IA's Project Manager during the entire duration of Contract.
- f) The IA agrees that JSCL may change the periodicity of such reports. Formats for such reporting will be discussed and agreed with JSCL at the commencement of this MSA.
- g) In case the progress of Project falls behind schedule or does not meet the desired requirements for reasons solely and entirely attributable to the IA, the IA shall deploy extra manpower, resources, infrastructure to make up the progress or to meet the requirements at no additional cost to JSCL.

3.16.3 Notices

- a) All notices, requests, demands and other communications under this MSA or in connection herewith shall be given to or made upon the respective parties as follows:
- To CEO, Jabalpur Smart City Limited
 - To Implementation Agency:
- b) Or to such other person or addresses as any of the parties shall have notified to the others.
- c) All notices, requests, demands and other communications given or made in accordance with the provisions of this MSA shall be in writing in person/by letter/fax/email.
- d) On the date and time of delivery when delivered in person between the hours of 9.45 am and 5.45 pm at the address of the other Party set forth above or on the next working day thereafter if delivered outside such hours
- e) At the date and time of transmission, if sent by fax, provided the fax is accompanied by a confirmation of transmission,
- f) 3 Business Days from the date of posting if delivered by Post / Letter
- g) As and when it is sent from the designated email address of the Party as communicated in the MSA if sent by email or other electronic communication
- h) Either Party to this MSA may change its address, telephone number, facsimile number, email address and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

3.16.4 Commencement and Duration of Service Level Agreement

- a) A separate agreement shall govern the Service levels for the entire Project.
- b) The Service Level Agreement shall be executed along/separately with the MSA and commence from the effective date of the MSA and shall, unless terminated earlier in accordance with the terms hereof or thereof or unless otherwise agreed by the parties, expire on the date on which this MSA expires.
- c) A draft Service Level Agreement (SLA) is included herein as a part of this document.

3.16.5 Use and Upkeep of Assets

During the Term of this MSA the IA shall:-

- a) Take all reasonable and proper care of the of the entire hardware and software, goods or any other information technology infrastructure components, deliverables used for the Project and other facilities leased / owned / operated by the IA (for itself or for JSCL or on behalf of JSCL) exclusively in terms of ensuring their usability for the delivery of the deliverables/system as per this Agreement (hereinafter the "Assets");
- b) Keep all the tangible Assets in good and serviceable condition (reasonable wear and tear excepted) as at the date the IA takes control of and/ or first uses the Assets and during the entire Term of the MSA.
- c) Ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of the Assets and which are provided to the IA will be followed by the IA and any person who will be responsible for the use of the Assets; and
- d) Take such steps as may be recommended by the manufacturer of the Assets and notified to the IA or as may be necessary to use the Assets in a safe manner; and
- e) Provide a well-prepared documentation for users in the form of a user's manual, a clear plan for training, educating and hand holding the users and shall form part of handholding phase until bringing up the users to use software solution with speed and efficiency; and
- f) Train the team identified by JSCL, which will be in place during hand-holding and will be responsible for trouble shooting all post-implementation and maintenance activities.
- g) To the extent that the Assets are under the control of the IA, keep the Assets suitably housed and in conformity with any statutory requirements from time to time applicable to them; and

- h) Allow JSCL and any persons duly authorized by it/them to enter any land or premises on which the Assets are for the time being located so as to inspect the same;
- i) Not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to law; and
- j) Use the Assets exclusively for the purpose of providing the services as appropriate; and
- k) Not sell, offer for sale, assign, mortgage, encumbrance, pledge, sub-let or lend out any of the Assets; and
- l) Use the Assets only in accordance with the terms hereof and those contained in the SLAs; and
- m) Maintain standard forms of comprehensive insurance including insurance for the Assets, data, software, etc. in the joint names of JSCL and the IA, where JSCL shall be designated as the 'loss payee' in such insurance policies;
- n) Transfer the ownership of the Assets (not already with JSCL which shall include the solution and Software including the source code and associated documentation which is the work product of the development efforts involved in the Project) to JSCL at the appropriate time (in synchronization with the submission of deliverables thereof by the IA) or in accordance with the terms of this MSA; and
- o) Ensure the integration of the software with hardware to be installed and the existing Assets in JSCL, in order to ensure the smooth operations of the entire solution architecture to provide efficient services to all the users of the proposed System in an efficient and speedy manner; and
- p) Obtain a sign off from JSCL or its nominated agency at each stage as is essential to close each of the above considerations.

3.16.6 Transfer of risk and ownership of goods

- a) Subject to the terms of this Agreement, the IA shall sell, assign, convey, transfer and deliver to JSCL, and JSCL shall purchase, receive and accept from the IA, all right, title and interest in and to the Goods required to be provided by the IA as per the RFP. The IA shall not make any substitute for the goods of any other model, capacity, or manufacturer without the prior written consent of JSCL which consent shall not be unreasonably delayed or withheld.
- b) The IA shall arrange for delivery of the goods to the delivery / installation site identified by JSCL (the "Delivery Site" or "Installation Site") as per the Timelines provided in the RFP unless otherwise notified by JSCL. In addition to paying all transportation charges for the goods, the IA shall insure, and pay all insurance charges for the goods till the time of transfer of title and ownership of goods to JSCL.
- c) Ownership of goods that are part of this Agreement shall not pass to JSCL unless and until the goods is accepted in accordance with the conditions of the Agreement and to the entire satisfaction of JSCL and an acceptance notification is provided by JSCL for to the IA. The IA shall execute such documents as may be required by JSCL for the transfer of title and ownership of goods. Upon transfer of ownership of the goods to JSCL, the IA shall treat such goods as Assets as detailed above in this Agreement.
- d) Notwithstanding the transfer of ownership of the goods to JSCL, the risk of loss in goods shall remain with the IA during the Term of the Agreement or till effective date of earlier termination of this Agreement.

3.16.7 Insurance

1. The IA should take a specific insurance policy from a Third party for the Project providing insurance coverage against loss of or damage to
 - a) Equipment or Assets procured or developed or re-used in whole or in part for fulfillment of obligations under this MSA
 - b) The IA's Assets and property used in the performance of the services, and
 - c) Any documents prepared by the IA in the performance of the services.
 - d) JSCL's liability and workers' compensation insurance in respect of the staff of the IA/ IA's team, in accordance with the relevant provisions of the applicable law, as well as, with respect to such staff, any such life, health, accident, travel or other insurance as may be appropriate; and

2. The IA should take an insurance policy to provide coverage for all risks including the following:
 - a) Fire and Theft Policy
 - b) Policy for loss or damage to assets due to Force Majeure events like earthquake, rioting, etc. of value equal to the cost of replacement of assets.
 - c) Policy of insurance in respect of claims for personnel injury to or death of any person employed by the selected IA and arising out of such employment.
3. The IA shall bear all the statutory levies like customs, insurance, freight, etc. applicable on the goods during their shipment from respective manufacturing/shipment site of the OEM to the port of landing.
4. All charges including transportation charges that may be applicable till the goods are delivered at the respective site of installation shall also be borne by the IA
5. The IA during the Term of this Contract:
 - a) Shall take out and maintain, at own cost but on terms and conditions approved by JSCL, insurance with financially sound and reputable insurers against the risks, and for the coverage, as specified above where JSCL shall be designated as the 'loss payee' in such insurance policies;
 - b) Shall pay all premium in relation thereto and shall ensure that nothing is done to make such insurance policies void or voidable at JSCL's request, shall provide evidence to JSCL showing that such insurance has been taken and maintained and that the current premiums therefore have been paid.
 - c) In the event of any failure by the IA to comply with the insurance requirements set out in this Agreement, JSCL may, without in any way compromising or waiving any right or remedy, at law or in equity, upon five (5) days' written notice to the IA, purchase such insurance, at the IA's expense, provided that JSCL shall have no obligation to do so and if JSCL shall do so, the IA shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages. All such reasonable costs incurred by JSCL shall be promptly reimbursed by the IA and/or may be withheld from any payment due to IA. None of the requirements contained herein as to types, limits or JSCL's approval of insurance coverage to be maintained by the IA are intended to and shall not in any manner limit, qualify or quantify the liabilities and obligations assumed by the IA under this Agreement, or otherwise provided by law.
 - d) The IA must, on request by JSCL, provide current relevant confirmation of insurance documentation from its insurance brokers certifying that it has insurance as required by this Clause. The IA agrees to replace any coverage prior to the date of expiry/cancellation.
 - e) JSCL or its nominated agencies may, at its election, terminate this Agreement upon the failure of the IA, or notification of such failure, to maintain the required insurance coverage. Inadequate insurance coverage for any reason shall not relieve the IA of its obligations under this Agreement.

3.16.8 Change of Quantities

JSCL will have the option to increase (as per solution requirement) or decrease (to any extent) the quantities of equipment/material to be supplied by the IA on this Project. The change in scope of work (increase / decrease) will be governed by the Change Control Schedule mentioned in this RFP.

3.16.9 Contract Amendments

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties i.e. the IA and JSCL.

3.16.10 Ownership of Equipment

- a) The infrastructure procured by the IA as part of the Project shall be the assets of JSCL during the Term of the Agreement.
- b) The system software licenses should be procured in the name of JSCL during the Term of the Agreement.

3.17 Project Acceptance

3.17.1 Audit, Access and Reporting

- a) The Parties shall comply with the Audit, Access and Reporting Schedule provided in Schedule to the MSA.
- b) JSCL/ nominated agencies may carry out routine and periodic audits and inspections, by itself or through authorized representatives of the Project / Services related documents, data, locations, accounts, information at its own expense and cost after giving due notice to the IA; JSCL/ nominated agencies, shall endeavor to minimize inconvenience and disturbance to the IA in the process of such audits and inspections.
- c) JSCL shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the IA of its obligations/functions in accordance with the standards committed to or required by JSCL and the IA undertakes to cooperate with and provide to JSCL/ any other agency appointed by JSCL, all documents and other details as may be required by them for this purpose. Any deviations or contravention, identified as a result of such audit/assessment, would need to be rectified by the IA failing which JSCL may, without prejudice to any other rights that it may have issue a notice of default.
- d) JSCL/ nominated agencies may carry out non-timetabled audits necessary as a result of an act of fraud by the IA, a security violation, or breach of confidentiality obligations by the IA.
- e) The IA shall provide to \ JSCL/ nominated agencies, or its representatives reasonable access to the employees, suppliers, agents, third party facilities, including leased premises used for the Project, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections. Without prejudice to the foregoing, the IA shall allow access to JSCL or its nominated agencies to all information which is in the possession or control of the IA and which relates to the provision of the Services/deliverables and which is reasonably required by JSCL to comply with the terms of this clause. JSCL/ nominated agencies shall have the right to copy and retain copies of any relevant records at its own expense and cost. The IA shall extend full support to cooperate with them.
- f) All such audits shall be conducted upon a reasonable prior notice which shall not be less than 30 days.

3.17.2 Verification

JSCL/nominated agencies, shall have the right, as shall be reasonably necessary, to verify,-

- a) The security, integrity and availability of all JSCL data processed, held or conveyed by the IA on behalf of JSCL and the users and documentation related thereto;
- b) That the actual level of performance of the Services is the same as specified in the Service Level Agreement;
- c) That the IA has complied with the relevant technical standards, and has adequate internal controls in place; and
- d) The compliance of the IA with any other obligation under the MSA and/or the Agreements.

3.17.3 Acceptance Criteria

All deliverables on this Project shall be reviewed and accepted in accordance with the following procedure:

- a) Notification of readiness of the deliverable/Solution shall be given in e-mail by the IA
- b) Soft copy (by e-mail) and two (2) printed drafts of the deliverable material (Reports attached with all three phases of this project) shall be submitted to JSCL by the Project Manager of the IA.
- c) JSCL will review the Deliverables and either accept the deliverable or provide feedback on changes to be done in writing within a reasonable period of time (2-3 weeks).
- d) The IA shall make the appropriate revisions and shall resubmit the updated final version to JSCL for their verification and feedback/acceptance.

- e) The deliverables submitted to the JSCL shall be deemed to have been accepted within 21 days of receipt of the deliverable if the customer puts such deliverable(s) to use in its business or does not communicate any feedback on such deliverable(s) within 15 days from the date of receipt of such Deliverable(s)
- f) The IA should strive to submit the deliverables/Progress of Project in parts for getting continuous feedback/review on the deliverables/Progress of Project. The IA should also engage with JSCL on a continuous basis through meetings (weekly till 6 months after Go-live and fortnightly after this period) and periodic workshops to ensure that progress may be reviewed and feedback provided from time-to-time.
- g) The IA should plan to submit the POC (Proof of Concept) of deliverables before the scheduled timelines to allow reasonable time for review and acceptance

3.17.4 Final testing and certification

The Project shall be governed by the mechanism of final Acceptance testing and certification to be put into place by JSCL, guided by the following principles:

- a) JSCL reserves the right to nominate a technically competent agency (“Project Management Agency”) for conducting final Acceptance testing and certification;
- b) Such Project Management Agency will lay down a set of guidelines following internationally accepted norms and standards for testing and certification for all aspects of Project development and implementation covering software, hardware and networking including the processes relating to the design of solution architecture, design of systems and sub- systems, coding, testing, business process description, documentation, version control, change management, security, service oriented architecture, performance in relation to compliance with SLA metrics, interoperability, scalability, availability and compliance with all the technical and functional requirements of this Agreement and the RFP
- c) The testing will be done in 2 stages:

Stage 1: Assessment and Partial Acceptance Testing

Once the Phase-1 system has been rolled out (planned timelines is T+ 45 days, where T is the date of issue of Letter of Award), the IA will notify JSCL so that the Partial Acceptance Test (PAT) may be assessed by JSCL’s Officers and Project Management Consultants. The Project Management Consultants would conduct various tests to assess the compliance of the PAT with the requirements of this Agreement and the RFP. The shortcomings identified by the Agency in the PAT completed by the IA will be notified by JSCL to the IA at the earliest instance through an appropriate process to facilitate corrective action. All gaps identified shall be resolved by the IA. This process shall be iterative till the PAT is ‘Accepted’ by the Project Management Agency. The IA agrees to take any corrective action required to remove all shortcomings. Only after the solution deployed by the IA at the PAT Site is ‘Accepted’ by the Project Management Agency will the system go ahead for milestone II.

Stage 2: Assessment and Acceptance of the final rollout

Once the Phase 1& 2 systems have been rolled out across all the required components (planned timelines T+5 months), the IA will notify JSCL so that the city-wide complete solution may be assessed by the authority. The procedure adopted thereafter will be similar to the procedure adopted for Acceptance of PAT.

The IA commits to provide all the requisite support and cooperation to JSCL for the completion of this assessment.

Such an involvement of and guidance by the Project Management Agency shall not, however, absolve the IA of the fundamental responsibility of designing, developing, installing, testing and commissioning the various components of the Project to deliver the Services in perfect conformity with this Agreement

Irrespective of involvement of the Project Management Agency for Acceptance testing and certification, the IA agrees that the total responsibility for defect free operations of the System and of meeting the SLAs as laid out in this Agreement and this RFP is of the IA.

3.18 Representation and Warranties of IA

The IA represents and warrants to JSCL that:

- a) it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby;
- b) it is a competent provider of a variety of information technology and business process management services;
- c) it has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- d) it has the financial standing and capacity to undertake the Project and obligations in accordance with the terms of this Agreement;
- e) in providing the Services, it shall use reasonable endeavors not to cause any unnecessary disruption to JSCL's normal business operations;
- f) this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, audits obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
- g) the information furnished in the Proposal is to the best of its knowledge and belief true and accurate in all respects as at the date of this Agreement;
- h) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- i) there are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;
- j) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- k) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Agreement;
- l) no representation or warranty by it contained herein or in any other document furnished by it to JSCL or its nominated agencies in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and
- m) no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of JSCL or its nominated agencies in connection therewith.

3.19 Project Finances

3.19.1 Terms of Payment

- a) Will be governed as mentioned in clause 3.18 and 3.33 of MSA
In consideration of the Services and subject to the provisions of the MSA and SLA, the IA shall be eligible to receive payments from JSCL in accordance with the Terms of Payment Schedule of the MSA subject always to the fulfillment by the IA of its obligations herein

- b) It is clarified here that JSCL will pay for the Services as cited in accordance with the Terms of Payment Schedule and JSCL would also calculate a financial sum and debit the same against the Terms of Payment as defined in the Payment Schedule as a result of the failure solely attributable to the IA to meet the service level defined in the Service Level Agreement, such sum being determined in accordance with the terms of the Service Level Agreement and subject to liquidated damages.
- c) JSCL shall not be responsible / obligated for making any payments or any other related obligations under this Agreement to the IA's subcontractor. The IA shall be fully liable and responsible for meeting all such obligations and all payments to be made to its sub-contractors- and any other third party engaged by the IA in any way connected with the discharge of the IA's obligation under the Agreement and in any manner whatsoever.
- d) Except as otherwise provided for herein or as agreed between the parties in writing, JSCL shall not be required to make any payments in respect of the Services other than those covered by the Terms of Payment Schedule.
- e) No invoice for extra work/charge order on account of change order will be submitted by the IA unless the said extra work /change order has been authorized/approved by JSCL in writing in accordance with the clause on Change Order.
- f) Save and except as otherwise provided for herein or as agreed between the Parties in writing, JSCL shall not be required to make any payments in respect of the goods, Services, the deliverables, obligations and Scope of Work mentioned in the RFP and this Agreement. For the avoidance of doubt, it is expressly clarified that the payments shall be deemed to include all ancillary and incidental costs and charges arising in the course of performance of obligations under the RFP and Agreement including costs of infrastructure which is to be borne by the IA as per RFP, project costs, implementation and management charges and all other related costs including taxes.

3.19.2 Invoicing and Settlement

1. The IA will submit its invoices in accordance with the following principle:
 - a) Generally and unless otherwise agreed in writing between the parties or expressly set out in this MSA or the Service Level Agreement, the IA shall raise an invoice for successful delivery of Services on a milestone basis till Go-live and on a quarterly basis after Go-live as per the Payment Schedule defined in Terms of Payment Schedule in this Agreement.
 - b) The invoice shall be submitted along with the necessary approval/signoff/acceptance/ certification provided by the JSCL or any of the nominated agency for the respective deliverables linked with the payment milestone, failing which JSCL reserves the right to reject the invoices.
 - c) Along with the invoice, the IA is required to submit the deliverables linked with the payment milestone in softcopy and hardcopy formats, as applicable failing which JSCL reserves the right to reject the invoices.
 - d) Any invoice presented in accordance with this Schedule shall be in a form agreed with JSCL.
 - e) Invoices shall be accurate and all adjustments (if any) to payments to be made to the IA shall be applied to the next payment invoice of the IA.
2. The IA shall waive any charge for a service that is not invoiced within six months after the end of the month in which the Terms of Payment as cited in the Terms of Payment Schedule relating to such service are authorized or incurred, whichever is later.
3. Subject to accomplishment of obligations of the IA and delivery of the goods, the solutions the deliverables and the services to the satisfaction of JSCL, payment shall be made by JSCL within reasonable time of the receipt of invoice along with supporting documents. Payments will be subject to deduction as agreed herein.
4. Notwithstanding anything contained in the forgoing clause, JSCL shall be entitled to delay or withhold payment of any invoice or part of it delivered by the IA where JSCL disputes such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. A notice of such withholding shall be provided within reasonable time of receipt of the applicable invoice. Any

exercise by JSCL under this clause shall not entitle the IA to delay or withhold performance of its obligations or delivery of goods/deliverables/services under this Agreement

3.19.3 Prices and Tax

The prices should be mentioned without any qualifications whatsoever and should include all taxes, duties, fees, levies and other charges as may be applicable in relation to the activities proposed to be carried out. It is mandatory that such charges wherever applicable/ payable should be indicated separately.

3.19.4 Currency of Payment

Payment shall be made in Indian Rupees only.

3.19.5 Tax

- a) JSCL or its nominated agencies shall be responsible for withholding taxes from the amounts due and payable to the IA wherever applicable. The IA shall pay for all other taxes, duties or levies in connection with this MSA, SLAs, and any other Project Engagement including, but not limited to, property, sales, use, excise duty, value-added, goods and services, consumption and other applicable taxes, duties or levies. JSCL or its nominated agencies shall provide the IA with the original tax certificate of any withholding taxes paid by JSCL or its nominated agencies on payments under this MSA within reasonable time after payment. The IA agrees to reimburse and hold JSCL or any of its nominated agencies harmless from and against any claims, losses, expenses (including attorney fees, court fees) arising out of deficiency (including penalties and interest) in payment of taxes at the IA's responsibilities. For purposes of this MSA, taxes, duties or levies shall include taxes, duties, levies or GST incurred on transactions between and among JSCL and the IA. In the event of any increase or decrease of the rate of taxes and duties due to any statutory notification(s) during the Term of the MSA, the consequential effect shall be to the account of JSCL. Service Tax can be included in the total bid price for purpose of evaluation. However the payment of service tax should be done on actuals in the event of any increase or decrease of any other levies, currency exchange rates etc. due to any statutory notification(s) during the term of the MSA, the consequential effect shall be to the account of the IA. In case of change in service tax, the IA shall submit a formal request with necessary supporting documents to JSCL. JSCL shall verify these documents and if applicable and approved in writing by JSCL, the IA shall incorporate such changes into subsequent regular invoice for payment.
- b) The IA shall bear all personnel taxes levied or imposed on its personnel, sub-contractor's personnel, IA's consultants etc. on account of payment received under this Agreement. The IA shall bear all corporate taxes, levied or imposed on the IA on account of payments received by it from JSCL for the work done under this Agreement. The IA shall bear all taxes and duties etc. levied or imposed on the IA under the Agreement including but not limited to Customs duty, Excise duty and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof up to the date for submission of final price bid, i.e., on account of payments received by him from JSCL for work done under the Agreement. The IA shall also be responsible for having his sub-contractors under its sub-contract(s) to pay all applicable taxes on account of payment received by the sub-contractors from the IA for works done under the sub-contracts in relation to this Agreement and JSCL will in no case bear any responsibility for such payment of taxes. It shall be the responsibility of the IA to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The IA shall also provide JSCL such information, as it may be required in regard to the IA's details of payment made by the JSCL under the Agreement for proper assessment of taxes and duties. The IA and his sub-subcontractors or their personnel shall bear all the taxes if any, levied on the IA's, sub-contractors' and the IA's personnel. The amount of tax withheld by the JSCL shall at all times be in accordance with Indian Tax Law and JSCL shall promptly furnish to the IA original certificates (Challans) for tax deduction at source and paid to the Tax Authorities. The IA agrees that it and its sub-contractors 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 Agreement.
- c) The parties shall cooperate to enable each party to accurately determine its own tax liability and to minimize such liability to the extent legally permissible. In connection therewith, the parties shall provide each other with (i) any resale certificates, (ii) any relevant information regarding use of out-of-city materials, equipment or services and (iii) any exemption certificates or information reasonably requested by the other party.

3.19.6 Liquidated Damages

The IA shall accomplish the Scope of Work under this Agreement as per the Timelines and as per the Service Levels as detailed in the RFP and in this Agreement. If the IA fails to achieve the Timelines or the Service Levels due to reasons attributable to the IA, the IA shall be liable to pay liquidated damages as listed in this Agreement. In case the IA is not solely liable for the breach of the Timelines or the Service Levels, amount of liquidated damages shall be deducted on proportionate / pro rata basis depending upon the IA's extent of fault in such breach of the Timelines or the Service Levels. JSCL shall have the right to determine such extent of fault and liquidated damages in consultation with the IA and any other party it deems appropriate. Payment of liquidated damages shall not be the sole and exclusive remedies available to JSCL and the IA shall not be relieved from any obligations by virtue of payment of such liquidated damages. Liquidated damages will be capped to 5% of the Contract Price. If the liquidated damages cross the cap on liquidated damages as mentioned herein, JSCL shall have the right to terminate the Agreement for default and consequences for such termination as provided in this Agreement shall be applicable. Each of the Parties shall ensure that the range of the Services/deliverables under the SLA shall not be varied, reduced or increased except with the prior written agreement between JSCL and the IA in accordance with the provisions of Change Control set out in this Agreement.

3.20 Breach and Rectification

3.20.1 Events of Default by the IA and Breach of Contract

- i. The failure on the part of the IA to perform any of its obligations or comply with any of the terms of this MSA shall constitute an event of default on the part of the IA. The events of default as mentioned above may include inter - alias the following
 - a) The IA has failed to adhere to any of the requirements of the MSA and the RFP, or if the IA has fallen short of matching such standards/ targets as JSCL may have designated with respect to any task necessary for the execution of the scope of work under this MSA and the RFP. The above mentioned failure on the part of the IA may be in terms of failure to adhere to timelines, standards, specifications, requirements or any other criteria as defined by JSCL in the MSA and the RFP.
 - b) The IA has failed to remedy a failure to perform its obligations in accordance with the specifications issued by JSCL despite being served with a default notice which laid down the specific deviance on the part of the IA to comply with any stipulations or standards as laid down by JSCL
 - c) the IA or IA's Team has failed to conform with any of the service specifications as set out in the RFP or this Agreement or has failed to adhere to any amended direction, modification or clarification as issued by JSCL during the Term of this Agreement and which JSCL deems proper and necessary for the execution of the scope of work under this Agreement;
 - d) the IA has failed to demonstrate or sustain any representation or warranty made by it in this Agreement, with respect to any of the terms of its Proposal, the RFP and this Agreement;
 - e) 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 the IA;
 - f) Undue delay in achieving the agreed timelines for delivering the services under this Agreement;
 - g) The IA/ IA's Team has failed to comply with or is in breach or contravention of any applicable laws.
 - h) If the IA fails to comply with any final decision reached as a result of arbitration proceedings on issuance of a notice of not less than thirty (30) days.
 - i) Quality of deliverables and services consistently not being to the satisfaction of JSCL.
 - j) Where it comes to the IA's attention that the IA (or the IA's Team) is in a position of actual conflict of interest with the interests of JSCL, in relation to any of terms of the IA's Proposal, the RFP or this Agreement
 - k) If the IA in the judgment of JSCL or any of its nominated agencies has engaged in corrupt or fraudulent practices in competing for or in executing this MSA
 - ii. Where there has been an occurrence of such events of defaults inter alia as cited above, JSCL shall issue a notice of default to the IA, setting out specific defaults/ deviances/ omissions and providing a notice of thirty (30) days to enable such defaulting party to remedy the default committed
 - iii. Where despite the issuance of a default notice to the IA by JSCL, the IA fails to remedy the default to the satisfaction of JSCL, the same shall be considered breach of Contract. JSCL reserves the right

to terminate the Contract or where it deems fit, issue to the defaulting party another notice to take corrective action or proceed to adopt such remedies as may be available to JSCL.

3.20.2 Consequences for Events of Default

Where an event of Default subsist or remains uncured, JSCL shall be entitled to:

- i. Impose any such obligations and conditions and issue any clarifications as may be necessary to, inter alia, ensure smooth continuation of the Services and the project which the IA shall be obliged to comply with, which may include unilateral re-determination of the consideration payable to the IA under this Agreement. The IA shall in addition take all available steps to minimize loss resulting from such event of default.
 - ii. Suspend all payments to the IA under the Agreement by written notice of suspension to the IA provided that such notice of suspension shall (a) specify the nature of failure; and (b) request the IA to remedy such failure within a specified period from the date of receipt of such notice of suspension by the IA
 - iii. Where JSCL deems it necessary, it shall have the right to require replacement of any of the sub-contractors with another suitable sub-contractor. The sub-contractor/ IA shall in such case terminate forthwith all their agreements/contracts, other arrangements with such sub-contractor and find out the suitable replacement for such outgoing subcontractor with another sub-contractor to the satisfaction of JSCL, who shall execute such contracts with JSCL as JSCL may require. Failure on the part of the IA to find a suitable replacement and/or terminate all agreements/contracts with such member, shall amount to a breach of the terms hereof and JSCL in addition to all other rights, have the right to claim damages and recover from the IA all losses/ or other damages that may have resulted from such failure.
 - iv. Terminate the Agreement in full or in part.
 - v. Retain such amounts from the payment due and payable by JSCL to IA as may be required to offset any losses caused to JSCL as a result of such event of default and the IA shall compensate JSCL for any such loss, damages or other costs, incurred by JSCL in this regard. Nothing herein shall effect the continued obligation of the subcontractor / other members of its Team to perform all their obligations and responsibilities under this Agreement in an identical manner as were being performed before the occurrence of the default.
 - vi. Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce indemnity provisions, recover such other costs/losses and other amounts from the IA which may have resulted from such default and pursue such other rights and/or remedies that may be available to JSCL under law.
- a) Termination for convenience: JSCL may by giving the IA not less than 30 (thirty) days written notice of termination, terminate the agreement, in whole or in part. The notice of termination shall specify that termination is for JSCL's convenience, the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective.;

3.20.3 Effects of Termination

- a) The termination provisions set out in this MSA shall apply mutatis mutandis to the Service Level MSA.
 - b) Upon termination of this MSA, the parties will comply with the Exit management Schedule, as outlined in this MSA.
 - c) Upon the expiration or termination of this MSA, IA shall undertake the actions set forth in this MSA to assist JSCL to procure replacement services as provided hereunder:-
- (i) In respect of IA third party Intellectual Property Rights, the IA undertakes to secure such consents or licenses for JSCL from such third parties as are necessary to enable JSCL or its replacement IA (any other agency that is selected for maintaining the system in place of the IA, if applicable) to receive services substantially equivalent to the Services hereunder.
 - (ii) The IA shall transfer to JSCL or its nominated agencies, in accordance with the terms of this MSA, Assets or deliverables including the software, if any, (and including any data, ownership, source code and associated documentation which is the work product of the development efforts involved in the Implementation of Project) in which JSCL has the right, title and interest and that is in the possession or control of the IA as per provisions under Section 3.20.1 of this MSA.

- (iii) In the event of this MSA being terminated earlier than the planned Term of the Agreement, the IA shall be eligible to receive payments as described in the Exit Management Schedule.
- (iv) The IA's team and/or all third parties appointed by the IA shall continue to perform all their obligations and responsibilities as stipulated under this MSA, and as may be proper and necessary to execute the scope of work under the MSA in order to execute an effective transition and to maintain business continuity.
- (v) In the event that JSCL terminates this MSA due to default or material breach of this MSA on the part of the IA, then JSCL shall be entitled to invoke the Performance Bank Guarantee submitted for this Project and pursue such other rights and/or remedies that may be available to JSCL under law.
- (vi) The termination hereof shall not affect any accrued right or liability of either party nor affect the operation of the provisions of this MSA that are expressly or by implication intended to come into or continue in force on or after such termination

3.19.4 Payments upon Termination

In the event of any termination of this MSA in part or full, JSCL shall pay for the Services successfully rendered by IA prior to effective date of termination as per payment terms. Any and all payments under this clause shall be payable only after the IA has complied with and completed the transition and exit management as per the Exit Management Plan to the satisfaction of JSCL. In case of expiry of the Agreement, the last due payment shall be payable to the IA after the IA has complied with and completed the transition and exit management as per the Exit Management Plan to the satisfaction of JSCL.

3.21 Protection and Limitations

3.21.1 Warranties

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

3.21.1.1 Warranty for infrastructure/goods:

The IA warrants, covenants and represents to JSCL that,-

- a) For the Term of the Agreement on all the items supplied by IA as per requirements of the MSA and the RFP, the IA would give comprehensive onsite warranty and support for all goods supplied. The warranty would ensure that the goods/ articles would continue to conform to the standards and specifications as prescribed in the RFP for the entire duration of the Contract.
- b) That JSCL shall acquire good and clear title on the goods procured by IA pursuant to the RFP and the Agreement, free and clear of any and all charges and encumbrances and shall have right to uninterrupted use of such goods;
- c) All infrastructure procured by the IA for this Project adheres to the service level requirements as specified in the Agreement, SLA and the RFP. IT Infrastructure proposed by the IA which will not meet the minimum service level requirements will be upgraded without any additional fee to JSCL.
- d) Ensure adequate regular supply of spare parts needed for a specific type of machinery and equipment.
- e) None of the components and sub-components proposed for this Project are second-hand or used items.
- f) None of the components and sub-components are declared "End-of-sale" by the respective OEM in next two years as on date of submission of Bid.
- g) The IA should ensure that the proposed components and sub-components of the goods procured are supported by the respective OEM till 1 year after the End of Contract (Warranty Period). If the product/goods is not-supported by the OEM during the period mentioned for any reason, the

IA will be required to replace the product with a suitable higher alternate for which support is provided by the OEM at no additional cost to JSCL and without impacting the performance or timelines of the Project.

- h) All infrastructure procured by the IA for this Project is purchased within last two months from the date of deployment and documentary proof for warranty and proof of purchase (unless existing infrastructure is being reused) should be produced at the time of deployment of infrastructure
- i) All infrastructure/goods procured by the IA for this Project is ready and functional before commencing any kind of services
- j) All infrastructure/goods procured by the IA for this Project is compatible with infrastructure at cloud & mobile enablement.
- k) None of the infrastructure/goods for this Project would be pledged/mortgaged/licensed by the IA.
- l) That the infrastructure/ goods are free from defects in material and workmanship under normal use and that the infrastructure/ goods shall remain in good working order during the Warranty Period.
- m) That the infrastructure/ goods are and shall remain throughout the Warranty Period eligible for maintenance under the OEM's standard maintenance agreement.
- n) That the infrastructure/goods are fit for successfully implementing the Project.
- o) IA warrants that the infrastructure/ goods supplied under this Agreement shall be of the highest grade and quality and consistent with the established and generally accepted standards of materials of this type. The infrastructure /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 Agreement, shall also be made available.
- p) With respect to all third-party products and services purchased by IA for JSCL in connection with the provision of the Services, IA will pass through or assign to JSCL the available rights which IA obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable, but provided always that IA shall on a best efforts basis endeavor to obtain the assignment of such rights for the benefit of JSCL.

3.21.1.2 Warranty for Software:

The IA represents, warrants and covenants that on the Acceptance Date and for the Warranty Period, the Software will be free of material programming errors and will operate and conform to the specifications laid down by JSCL. The IA also represents, warrants and covenants that the medium on which the Software is contained when delivered to JSCL will be free from defects in material or workmanship and shall be free from any viruses, bugs etc.

3.21.1.3 Warranty for Services:

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

3.21.1.4 JSCL shall promptly notify the IA in writing of any claims arising under this warranty clause.

3.21.1.5 Upon receipt of such notice, the IA shall, as soon as possible, repair or rectify defective goods or replace such goods with similar goods free from defect at IA's own cost and risk. Any goods/ infrastructure

repaired or replaced by the IA shall be delivered at JSCL's premises without costs to JSCL. Notwithstanding the foregoing, these are not the sole and exclusive remedies available to JSCL in case of breach of any warranty and are also not the sole and exclusive obligations on the IA in case of breach of any warranty.

- 3.21.1.6 The IA, having been notified, fails to remedy the defect(s) within a reasonable period, JSCL may proceed to take such remedial action as may be necessary, at the IA's risk and expense and without prejudice to any other rights which JSCL may have against the IA under the Agreement.
- 3.21.1.7 Notwithstanding anything contained in this Agreement, unless JSCL has otherwise agreed in writing, JSCL reserves the right to reject goods/infrastructure which do not conform to the specifications provided in the RFP.

3.21.2 Third Party Claims/ Indemnification

- a) Subject to clause 3.21.2(c), the IA (the "Indemnifying Party") undertakes to indemnify JSCL and/or their nominated agencies, as the case may be, (the "Indemnified Party") from and against all claim from a third party due to losses, claims or damages on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful misconduct or lack of duty of care or breach of terms of this MSA.
- b) the Indemnified Party promptly notifies the Indemnifying Party in writing of a third party claim against the Indemnified Party that any goods / deliverables/ services provided by the Indemnifying Party infringes a copyright, trade secret, patent or other intellectual property rights of any third party, the Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against the Indemnified Party. The Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) The Indemnified Party's misuse or modification of the deliverables; (b) The Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) The Indemnified Party's use of the deliverables in combination with any product or information not owned or developed or supplied by the Indemnifying Party. If any of the deliverables is or likely to be held as infringing, the Indemnifying Party shall at its expense and option either (i) procure the right for the Indemnified Party to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non-infringing.
- c) The indemnities shall be subject to the following conditions, namely:-
 - i. The Indemnified Party, as promptly as possible, shall inform the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
The Indemnified Party shall, at the cost of the Indemnifying party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and staff provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its City Government Pleader or otherwise, in such defense;
 - ii. If the Indemnifying Party does not assume full control over the defense of a claim as provided in this clause, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the indemnified party will be included in losses.
 - iii. in the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates.

3.21.3 Risk Purchase

If the IA fails to perform its obligations (or any part thereof) under this Agreement or if the Agreement is terminated by JSCL due to breach of any obligations of the IA under this Agreement, JSCL reserves the right to procure the same or equivalent goods / services / deliverables from alternative sources at the IA's risk and responsibility. Any incremental cost borne by JSCL in procuring such goods /services/ deliverables shall be borne by the IA. Any such incremental cost incurred in the procurement of the such goods /services/ deliverables from alternative source will be recovered from the undisputed pending due and payable Payments / Bank Guarantee provided by the IA under this Agreement and if the value of the goods /services/deliverables under risk purchase exceeds the amount of Bank Guarantee, the same may be recovered, if necessary, by due legal process.

3.21.4 Limitation of Liability

- a) IA shall be liable to JSCL for loss or damage occurred or caused or likely to occur on account of any act of omission by IA or its employees, including loss caused to JSCL on account of defect in goods or deficiency in services or any other deliverables on the part of IA or its agents or any person / persons claiming through or under said IA. However, such liability of IA under this Agreement shall not exceed 100% of the Contract Price.
- b) Except as otherwise provided herein, in no event shall either Party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims, even if it has been advised of their possible existence.
- c) This limitation of liability provided in Clause (a) and (b) of 3.21.4 shall not limit the IA's liability for the indemnity obligations, confidentiality obligations and safety and security provisions as laid down in this Agreement as agreed in this Agreement.

3.21.5 Force Majeure

A. Definition of Force Majeure

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

B. Force Majeure Events

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

- i. Is beyond the reasonable control of the affected Party;
- ii. such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care;
- iii. does not result from the negligence of such Party or the failure of such Party to perform its obligations under this Agreement;
- iv. is of an incapacitating nature and prevents or causes a delay or impediment in performance; and
- v. may be classified as all or any of the following events:

a) act of God like earthquake, flood, inundation, landslide, storm, tempest, hurricane, cyclone, lightning, thunder or volcanic eruption that directly and adversely affect the performance of services by the IA under this Agreement;

b) radioactive contamination or ionizing radiation or biological contamination (except as may be attributable to the IA's use of radiation or radioactivity or biologically contaminating material) that directly and adversely affect the performance of services by the IA under this Agreement;

c) industry wide strikes, lockouts, boycotts, labour disruptions or any other industrial disturbances, as the case may be, not arising on account of the acts or omissions of the IA and which directly and adversely affect the timely implementation and continued operation of the Project; or

d) an act of war (whether declared or undeclared), hostilities, invasion, armed conflict or act of foreign enemy, blockade, embargo, prolonged riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage, for a continuous period exceeding seven (7) days that directly and adversely affect the performance of services by the IA under this Agreement.

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

C. Notification procedure for Force Majeure

i. The affected Party shall notify the other Party of a Force Majeure event within seven (7) days of occurrence of such event. If the other Party disputes the claim for relief under Force Majeure it shall give the claiming Party written notice of such dispute within thirty (30) days of such notice. Such dispute shall be dealt with in accordance with the dispute resolution mechanism in the Agreement.

ii. Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days thereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this Agreement.

D. Allocation of costs arising out of Force Majeure

i. Upon the occurrence of any Force Majeure event prior to the Effective Date, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.

ii. Upon occurrence of a Force Majeure event after the Effective Date, the costs incurred and attributable to such event and directly relating to the Project ("Force Majeure Costs") shall be allocated and paid as follows:

a) Upon occurrence of an event mentioned in clause B (i), (ii), (iii) and (iv), the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof.

b) Save and except as expressly provided in this Clause, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure event or exercise of any right pursuant hereof.

E. Consultation and duty to mitigate

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

3.21.6. Confidentiality

a) JSCL may permit the IA to come into possession of Confidential Information as per the needs of the Project and the IA (including its employees, contractors, agencies and representatives) shall

maintain the highest level of secrecy, confidentiality and privacy with regard thereto. The IA shall use its best efforts to protect the confidentiality, integrity and proprietary of the Confidential Information. No member of IA's Team shall, without prior written consent from JSCL, make any use of any Confidential Information given by JSCL, except for purposes of performing this Agreement. Each member of IA's Team shall keep all the Confidential Information, provided by JSCL to them or their respective employees as confidential.

- b) Additionally, the IA shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/ facilities. The IA shall use Confidential Information only for executing Scope of Work under the Project.
- c) JSCL shall retain all rights to prevent, stop and if required take the necessary punitive action against the IA regarding any forbidden disclosure. JSCL reserves the right to adopt legal proceedings, civil or criminal, against the IA in relation to a dispute arising out of breach of obligation by the IA under this clause.
- d) The IA shall ensure that all its employees and agents execute individual non-disclosure Agreements, which have been duly approved by JSCL, with respect to this scheme.
- e) The aforesaid provisions shall not apply to the information which is:-
 - i. Already in the public domain;
 - ii. Which has been received from a third party who had the right to disclose the aforesaid information; and
 - iii. Is required to be disclosed by the receiving party under the compulsion of law, or by order of any court or government or regulatory body to whose supervisory authority the receiving party is subject;
 - iv. Independently developed by receiving party without the use of Confidential Information and without the participation of individuals who have had access to Confidential Information;
- f) When the IA is aware of any steps being taken or considered to compel legally the IA or an authorised person to disclose the Confidential Information, it shall:
 - i. to the extent legally permitted, defer and limit the disclosure with a view to preserving the confidentiality of the Confidential Information as much as possible;
 - ii. promptly notify JSCL; and do anything reasonably required by JSCL to oppose or restrict that disclosure.
- g) The IA shall notify JSCL promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Agreement or with the authority of JSCL.
- h) The obligations of confidentiality under this Agreement shall remain in force for the Term of the Agreement and shall survive for a period of three (3) years after expiry of the Term or earlier termination.
- i) Any Confidential Information disclosed by IA shall be treated as Confidential Information by JSCL on the same terms and conditions above as applicable to the Confidential Information of JSCL

3.21.7 Security and Safety

- a. The IA shall comply with the technical requirements of the relevant security, safety and other requirements specified in the Information Technology Act or any other Applicable Law, from time to time and follow the industry standards related to safety and security (including those as specified by JSCL from time to time), insofar as it applies to the provision of the services / deliverables under this Agreement.
- b. The IA will comply with the directions issued from time to time by JSCL and the standards related to the security and safety, insofar as it applies to the provision of the services and deliverables.
- c. The IA shall also comply with IT security and standards and policies of JSCL and Government of

India which is in force from time to time at each location of which JSCL makes the IA aware in writing in so far as the same applies to the provision of deliverables and services provided under the the MSA and the RFP.

- d. The IA shall endeavor to report forthwith in writing to JSCL all identified attempts (whether successful or not) by unauthorized persons either to gain access to or interfere with JSCL data, facilities or Confidential Information.
- e. The IA shall report in writing to JSCL any act or omission which it is aware that could have an adverse effect on the safety and information technology security of the Project's facilities.
- f. The IA shall upon reasonable request by JSCL as the case may be or their nominee(s) participate in regular meetings when safety and Information Technology security matters are reviewed.

3.22 Intellectual Property Rights

- a) **Products and fixes:** All COTS products and related solutions and fixes provided pursuant to this Agreement shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Such licenses shall be brought on behalf of and in the name of JSCL or mentioning JSCL as the end user of such licenses. The IA would be responsible for arranging any licenses associated with products. "Product" means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing which are made available to JSCL for license which is published by product owner or its affiliates, or a third party. "Fixes" means product fixes that are either released generally (such as commercial product service packs) or that are provided to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing. All intellectual property rights in any development/enhancement/customization etc. done on the COTS products pursuant to this Agreement shall be owned by JSCL. Bespoke development: Upon acceptance of any bespoke development as per this Agreement or RFP, the ownership of all IPR rights in any and all bespoke development done during the Term for implementation of the Project under this Agreement will lie with JSCL. The IA shall provide source code, object code and all other relevant materials, artefacts etc. of all bespoke development to JSCL and JSCL shall own all IPRs in them. All material related to such bespoke development shall be treated as confidential information by the IA. This will also include any developments on COTS.
- b) **Training and other materials:** The ownership of all IPR rights in any and all documents, artefacts, etc. (including all training material) made during the Term for implementation of the Project under this Agreement will lie with JSCL.
- c) **Pre-existing Rights:** All intellectual property rights existing prior to the Effective Date of this Agreement shall belong to the Party that owned such rights immediately prior to the Effective Date. Subject to the foregoing, JSCL will also have rights to use and copy all intellectual property rights, process, specifications, reports and other document, drawings, manuals provided or used by the IA as part of the Scope of Works under this Agreement for the purpose of this Agreement on non-exclusive, non-transferable, perpetual, royalty-free license to use basis.
- d) **Ownership of documents:** JSCL shall own all Documents provided by or originating from JSCL and all Documents produced by or from or for the IA in the course of performing the Services. Forthwith upon expiry or earlier termination of this Agreement and at any other time on demand by JSCL, the IA shall deliver to JSCL all Documents provided by or originating from JSCL and all Documents produced by or from or for the IA in the course of performing the Services, unless otherwise directed in writing by JSCL at no additional cost. JSCL shall not, without the prior written consent of JSCL store, copy, distribute or retain any such Documents.

3.23 Non-Solicitation

Neither party will, without the consent of the other party, employ or offer to employ (whether under a Contract of Service or under a Contract for Services) any person engaged or previously engaged by the other in a technical or managerial capacity in relation to the Project, during the subsistence of this MSA and until a period of 12 months has expired after the termination or expiry of this MSA. This restriction shall not apply to employees of either Party responding to advertisements in job fairs or news media circulated to the general public.

3.24 Change of Control

- a) In the event of a change of control of the IA during the Term, the IA shall promptly notify JSCL and/or its nominated agencies of the same.
- b) The Contract with the IA will get transferred to the surviving entity. In the event that the net worth of the surviving entity is less than that of IA prior to the change of control, JSCL or its nominated agencies may within 30 days of becoming aware of such change in control, require a replacement of existing Performance Bank Guarantee furnished by the IA from a guarantor acceptable to JSCL or its nominated agencies (which shall not be IA or any of its associated entities). The value of Performance Bank Guarantee, if required to be revised, would be decided by JSCL at that time.
- c) If such a guarantee is not furnished within 30 days to JSCL or its nominated agencies requiring the replacement, or the surviving entity unable to execute the Contract in its fullest, JSCL may exercise its right to terminate the SLA and/ or this MSA within a further 30 days by written notice, to become effective as specified in such notice.
- d) Pursuant to termination, the effects of termination as set out in this MSA shall follow.

For the avoidance of doubt, it is expressly clarified that the internal reorganization of the IA shall not be deemed an event of a change of control for purposes of this clause unless the surviving entity is of less net worth than the predecessor entity.

3.25 Publicity

Neither Party shall use any name, trademark or symbol of the other in any publicity release or advertising material or for any other purpose whatsoever without securing the prior written consent of the other. Neither party shall use the other party's name or refer to the other party directly or indirectly in any media release, public announcement or public disclosure relating to this MSA or their subject matter, including in any promotional or marketing materials, referral lists or business presentations without written consent from the other party for each such use or release, such approval not to be unreasonably withheld or delayed provided however that the IA may include JSCL or its client lists for reference to third parties subject to the prior written consent of JSCL not to be unreasonably withheld or delayed. Such approval shall apply to each specific case and relate only to that case.

3.26 Severability and Waiver

If any provision of this MSA or the SLAs, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this MSA or the SLAs or the remainder of the provisions in question which shall remain in full force and effect. The Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision within 7 days.

Failure to exercise or enforce and delay in exercising or enforcing on the part of either Party to this MSA or the SLAs of any right, remedy or provision of this MSA or the SLAs shall not operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

Forbearance, indulgence or relaxations by any party at any time to require performance of any provision of this MSA shall not in any way affect, diminish or prejudice the right of such party to require performance of that provision and any waiver by any party or any breach of any provisions of this MSA shall not be construed as a waiver or an amendment of the provisions itself, or a waiver of any right under or arising out of this MSA.

3.27 Assignment

(i) All terms and provisions of this Agreement shall be binding on and shall inure to the benefit of JSCL and the IA and their respective successors and permitted assigns.

(ii) Except as otherwise expressly provided in this Agreement, the IA shall not be permitted to assign its rights and obligations under this Agreement to any third party.

(iii) JSCL may assign or novate all or any part of this Agreement and Schedules/Annexures, and the IA shall be a party to such novation, to any third party contracted to provide outsourced services to JSCL or any of its nominees.

3.28 Subcontractors

The IA shall not subcontract any work under the RFP and the Agreement without JSCL's prior written consent which may be withheld or denied by JSCL without assigning any reason. It is clarified that the IA shall be the principal employer for all claims arising from the liabilities statutory or otherwise, concerning the sub-contractors. The IA undertakes to indemnify the JSCDL and/or its nominated agencies from any claims on the grounds stated hereinabove. Notwithstanding the sub-contracting, the IA shall remain solely responsible for and liable for successful delivery of deliverables and accomplishment of the Project.

3.29 Arbitration and Dispute Resolution

- a) JSCL and the IA shall make every effort to resolve amicably by direct informal negotiations, any dispute or difference whatsoever arising between the parties to the Agreement out of or relating to the construction, meaning, scope, operation or effect of the Agreement or validity of the breach thereof.
- b) If, after thirty (30) days from the commencement of such direct informal negotiations, JSCL and the IA have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism.
- c) Any dispute or difference whatsoever arising between the parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this Agreement shall be referred to a Sole Arbitrator to be appointed by mutual consent of both the parties herein . The arbitration proceedings shall be governed by Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The arbitration proceedings shall be held at Jabalpur and disputes shall be subject to the exclusive jurisdiction of the courts in Madhya Pradesh
- d) All legal proceedings, if necessary, related to any of the parties shall be lodged in the court of appropriate jurisdiction and situated at Vijayawada only.
- e) Any fact or condition, which may not have been mentioned in terms and conditions and may arise during the Term of the Agreement, shall be decided as per the City Govt policy/ rules. In case rules/ policies do not provide any such situation, the issue will be referred for the arbitration as per the procedure mentioned in point c, above.
- f) The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or reenactments thereof, shall apply to the arbitration proceedings.

3.30 Conflicts of Interest

- a) The IA shall hold JSCL's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own JSCL interests. If during the period of this MSA, a conflict of interest arises for any reasons, the IA shall promptly disclose the same to JSCL.
- b) The IA shall also cause its staff not to engage either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under or pursuant to this MSA.

3.31 Non-Benefit of Commissions, Discounts

The payment to IA as mentioned in Payment Schedule shall constitute the IA's only payment in connection with this MSA. The IA shall not accept for its own benefit any trade commission, discount or similar payment in connection with the activities pursuant to this MSA or in the discharge of obligations hereunder, and the IA shall use its best efforts to ensure that any of the IA's Consultants, as well as the staff and agents of either of them, similarly shall not receive any additional payment.

3.32 Amendment

Any amendment to this Agreement shall be made by mutual written consent of the Parties.

3.33 Entire Agreement

This Agreement with all schedules & annexures appended thereto and the contents and specifications of the RFP constitute the entire agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein, provided that nothing in this Clause shall be interpreted so as to exclude any liability in respect of fraud, misrepresentation and corrupt practice.

IN WITNESS WHEREOF the parties have, by duly authorized representatives set their respective hands on the date first above written

For IA
Witness1
Witness 2

Signature of theIA

For JSCL
Witness1
Witness 2

Signed for and on behalf of
the Government of Jabalpur

3.34 SCHEDULES

Change Control

This Schedule describes the procedure to be followed in the event of any proposed change to the Master Service Agreement (MSA) or Service Level Agreement (SLA), or scope of work. Such change shall include, but shall not be limited to, changes in the scope of Services provided by the IA.

JSCL and the IA recognize that frequent change is an inevitable part of delivering Services and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without a material effect on the cost. The IA will endeavor, wherever reasonably practicable, to effect change without an increase in the payment (Total Project Cost) as cited in the Terms of Payment Schedule and JSCL will work with the IA to ensure that all changes are discussed and managed in a constructive manner.

This Change Control Schedule sets out the provisions which will apply to changes to

- a. The Master Service Agreement
- b. Service Level Agreement
- c. Scope of work

3.35 Cost Control

Bill of Materials:

The Bill of Quantities will contain the requisite items and their estimated quantities for the project work to be done by the contractor.

Changes in the Quantities

The selected Bidder is bound to execute all the supplemental works that are found essential, incidental and inevitable during execution of project works.

The payment of rates for any supplemental items beyond the quantities estimated in the BoM will be regulated as under:

- i. For quantities in excess of the proposed BoM, the Authority/PMA or any authorized official/agency nominated by the Authority shall validate the requirements and necessity of variations in quantity or extra items after due diligence, based on site conditions and work contingencies.
- ii. The recommendations of the PMA or any authorized official/ agency nominated by the Authority will be submitted to the Authority for its consideration and necessary approval.
- iii. For variation in quantities excess or less of the proposed quantity in BoM, the unit rates quoted by the bidder in price bid under form 2 of section 12 on mutually agreed terms and conditions shall be applicable.

Extra (New) Items: Extra items of work shall not vitiate the contract. The reimbursement for extra items shall be validated by the Project Management Agency (PMA) and cleared by the Authority. The Contractor shall be bound to execute extra items of work as directed by the Authority. The rates for extra items shall be worked out based on the unit rates quoted by the Bidder in Price Bid/ as per mutually agreed terms and conditions.

For new items which are beyond the scope of the BoM, the Project Management Agency (PMA) or any authorized official/ agency shall validate the requirements and necessity of such new/extra items after due

diligence, based on site conditions and work contingencies.

The bidder shall submit in writing well in advance at least 7 days before the Authority a cite-ment of extra items if any that they need to initiate during the course of project works.

Payment Certificates:

The Bidder shall submit to the Authority monthly cite-ments of the estimated value of the work completed less the cumulative amount certified previously.

The value of work executed shall be determined by the Authority.

The value of work executed shall comprise the value of the quantities of the items in the Bill of Materials completed.

The Authority may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

3.35.1 Quotation

The IA shall assess the Change Control Note (CCN) and complete part B of the CCN as mentioned in Section 3.35.5 below. The IA shall consider the materiality of the proposed Change in the context of the Agreement, the Project implementation, operation and management SLA affected by the Change and the total effect that may arise from implementation of the Change. In completing part B of the CCN the IA shall provide as a minimum:

- a) A description of the change;
- b) A list of deliverables required for implementing the change;
- c) A timetable for implementation;
- d) An estimate of cost implication of implementing any proposed change;
- e) Any relevant acceptance criteria;
- f) Material evidence to prove that the proposed change is not already covered within the scope of Work, MSA or SLA.

3.35.2 Costs

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 above. In the event the IA is unable to meet the obligations as defined in the CCN then the cost borne by JSCL for getting it done through any third party will be borne by the IA.

3.35.3 Reporting/Review

The status on the progress of the project and CCNs (if any) will be reported by IA to JSCL during the Project review meetings that will be held at regular intervals as decided by the Authority.

3.35.4 Obligations

The IA shall be obliged to implement any proposed Changes once approved from JSCL in accordance with this Change Control Schedule, within a time period agreed with JSCL in the CCN and with effect from the date agreed for implementation in the CCN.

3-35-5

Format of the Change Control Note (CCN)

Change Control Note		CCN Number:
Part A: Initiation		
Title:		
Originator:		
Date of Initiation:		
Details of Proposed Change		
Authorized by JSCL		
Name:		
Signature:	Date:	
Part B : Evaluation		CCN Number:
Change Control Note		
Brief Description of solution:		
Impact:		
Deliverables:		
Timetable:		
Charges for implementation:		
Details of manpower to be provided if required		
Other Relevant Information:		
Authorized by the IA		
Name:		
Signature:	Date	

Part C : Authority to proceed	
Change Control Note	CCN Number :
Implementation of this CCN as submitted in part A, in accordance with part B is: (tick as appropriate)	

Approved Rejected Requires Further Information (as follows, or as Attachment 1 etc.)	
For JSCL	For the IA
Signature	Signature
Name	Name
Title	Title
Date	Date

3.36 Exit Management Schedule

3.36.1 Purpose

1. This Schedule sets out the provisions, which will apply on expiry or termination of the Term of the Agreement and/ or earlier termination of the MSA, and/ or the SLA for any reasons whatsoever.
2. In the case of termination of the Project implementation and/or SLA due to illegality, the parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
3. The parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.
4. The Exit Management Period starts, in case of expiry of Contract, 6 months before the Contract comes to an end or in case of earlier termination of Contract, on the date of service of termination orders to the IA. The Exit Management Period ends on the date agreed upon by JSCL or six months after the beginning of the Exit Management Period, whichever is earlier.
5. During the Exit Management Period, the IA shall use its best efforts to deliver the Services. Payments during the Exit Management Period shall be made in accordance with the Terms of Payment Schedule.

3.36.2 Transfer of Project

Assets

1. Before the expiry of the Exit Management Period, all Project Assets including the hardware, software, system software documentation and any other infrastructure shall have been renewed and cured of all defects and deficiencies as necessary so that the Project is compliant with the specifications and standards set forth in the Agreement, RFP, and any other amendments made during the Term of the Agreement;
2. Before the expiry of the exit management period, the IA will deliver relevant records and reports pertaining to the Project and/or JSCL and its design, implementation, operation, and maintenance including all operation and maintenance records and manuals pertaining thereto and complete as on the divestment date;
3. The IA will provide the JSCL with a complete and up to date list of the Assets to be transferred to JSCL within 30 days of start of Exit Management Period.
4. The outgoing IA will pass on to JSCL and/or to the replacement IA (if engaged by JSCL), the subsisting rights in any leased properties/ licensed products on terms not less favorable to JSCL/ replacement IA, than that enjoyed by the outgoing IA.
5. Even during the Exit Management period, the IA's team and/or all third parties appointed by the IA shall continue to perform all their obligations and responsibilities as stipulated under this MSA, and as

may be proper and necessary to execute the scope of work under the terms of the MSA in order to execute an effective transition and to maintain business continuity.

6. The IA complies with all other requirements as may be prescribed under applicable laws to complete the divestment and assignment of all the rights, title and interest of the IA in this Project free from all encumbrances absolutely and free of any charge or tax to JSCL or its nominated agencies or the replacement IA as the case may be.

3.36.3 Payments during Exit Management Period

1. Payment to the outgoing IA shall be made to the tune of last set of rendered Services / deliverables (including parts thereof) as cited in the terms of Payment Schedule, subject to SLA requirements. Without prejudice to any other rights, JSCL may retain such amounts from the payment due and payable by JSCL to the IA as may be required to offset any losses, damages or costs incurred by JSCL as a result of the termination of IA or due to any act/omissions of the IA or default on the part of IA in performing any of its obligations with regard to this MSA.
2. Nothing herein the Exit Management Schedule shall restrict the right of JSCL to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to JSCL under law.

3.36.4 Knowledge Transfer

During the Exit Management period:

1. The selected IA will be required to provide necessary handholding and transition support to JSCL's staff or its nominated agency or replacement IA. The handholding support will include but not be limited to, conducting detailed walkthrough and demonstrations for the IT Infrastructure, handing over all relevant documentation, addressing the queries/clarifications of the new agency with respect to the working / performance levels of the infrastructure, conducting training sessions etc.
2. The IA shall permit JSCL and/or any replacement IA to have reasonable access to its employees and facilities as reasonably required by JSCL to understand the methods of delivery of the Services employed by the IA and to assist appropriate knowledge transfer.

3.36.5 Transfer of Confidential Information and Data

1. The IA will promptly on the commencement of and during the exit management period supply to JSCL the following:
 - i. Documentation relating to JSCL's Intellectual Property Rights;
 - ii. JSCL data and Confidential Information;
 - iii. All current and updated Project data as is reasonably required for the purposes of JSCL or its nominated agencies transitioning the Services to its replacement IA or its nominated agencies in a readily available format nominated by JSCL;
 - iv. All other information (including but not limited to documents, records and Agreements) held or controlled by the IA which they have prepared or maintained in accordance with the Master Services Agreement, the Project implementation, and the SLA relating to any material aspect of the Services (whether provided by the IA) or as is reasonably necessary to effect a seamless handover of the Project to JSCL or its nominated agencies or its replacement IA.
2. Before the expiry of the exit management period, the IA shall deliver to JSCL all new or updated materials from the categories set out above and shall not retain any copies thereof.

3. For the purposes of this Schedule, anything in the possession or control of IA or its associated entity is deemed to be in the possession or control of the IA.
4. Before the expiry of the exit management period, unless otherwise provided under the Agreement, JSCL shall deliver to the IA all forms of IA Confidential Information, which is in the possession or control of JSCL or its users.

3.36.6 Employees

1. Promptly on reasonable request at any time during the Exit Management Period, the IA shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to JSCL a list of all employees (with job titles) of the IA dedicated to providing the Services at the commencement of the exit management period;
2. Where any national, regional law or regulation relating to the mandatory or automatic transfer of the Contracts of employment from the IA to JSCL or its nominees, or a replacement IA ("Transfer Regulation") applies to any or all of the employees of the IA, then the parties shall comply with their respective obligations under such Transfer Regulations.
3. To the extent that any Transfer Regulation does not apply to any employee of the IA, JSCL, or its replacement IA may make an offer of employment or Contract for services to such employee of the IA and the IA shall not enforce or impose any contractual provision that would prevent any such employee from being hired by JSCL or any replacement IA.
4. Promptly on reasonable request at any time during the Exit Management Period, the IA shall, facilitate training and knowledge transfer for JSCL and/or any replacement IA as reasonably required for understanding the methods of delivery of the Services employed by the IA.

3.36.7 Transfer of Certain Agreements

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

3.36.8 Rights of Access to Premises

At any time during the Exit Management Period, where Assets are located at the IA's premises, the IA will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) JSCL, and/or any replacement IA in order to make an inventory of the Assets. The IA shall also give the JSCL or its nominated agencies, or any replacement IA right of reasonable access to the IA's premises and shall procure JSCL or its nominated agencies and any replacement IA rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the Agreement as is reasonably necessary to migrate the services to JSCL or its nominated agencies, or a replacement IA.

3.36.9 Exit Management Plan

1. The IA shall provide JSCL with an Exit Management plan which shall deal with at least the following aspects of exit management in relation to the Agreement as a whole and in relation to the Project implementation, and the SLAs.
 - a) A detailed program of the transfer process that could be used in conjunction with a replacement IA including details of the means to be used to ensure continued provision of the Services throughout the transfer process or until the cessation of the Services and of the management structure to be used during the transfer;
 - b) Plans for the communication with any of the IA's staff, suppliers, customers and any related third party as are necessary to avoid any detrimental impact on JSCL's operations as a result of

undertaking the transfer;

- c) (if applicable) Propose arrangements for the segregation of the IA's networks from the networks employed by JSCL in general and identification of specific security tasks necessary at termination;
 - d) Plans for provision of contingent support to JSCL and replacement IA for a reasonable period after transfer.
2. This Exit management plan shall be furnished in writing to JSCL or its nominated agencies within 90 days from the date of signing of the Agreement.

3.36.10. Transfer Cost

The IA shall pay all costs (transfer costs, stamp duty etc.) as applicable to meet the requirements of this Exit Management Schedule.

3.37 Terms of Payment

- a) This Project is planned to be implemented as a service complete with all the components and infrastructure required for delivery of the envisaged activities of the Project. The IA will sign SLA with JSCL covering all the Services required and will be compensated for such Services, subject to the performance of the system as reflected by the SLA metrics defined in the Agreement and/or the RFP between the IA and JSCL.
- b) The entire cost for establishing, operating and maintaining the Project for the Term of the Agreement will be borne by the IA and factored in the Price Bid submitted in response to the RFP.
- c) The Total Project Cost quoted in the Price Bid should cover all costs anticipated by the IA, on the basis of requirements listed in the RFP.
- d) The IA will be solely responsible to bear the cost of any items that are not quoted or are under quoted in this Proposal, but are required to meet the SLAs or any other requirements as cited in the RFP. No additional payment for these components would be made to the IA.
- e) The IA would be paid as per the milestones given in the Terms of Payment Schedule.

3.37.1 Additional Costs

- a) JSCL shall make payments to the IA at the times and in the manner set out in the Terms of Payment Schedule subject always to the fulfillment by the IA of the obligations herein.
- b) All payments shall be made after adjustments required for any SLA based penalties.
- c) No invoice for extra work/charge order on account of change order will be submitted by the IA unless the said extra work /change order has been authorized/ approved by JSCL in writing in accordance with Change Control Schedule of the MSA.
- d) JSCL shall make payments after withholding tax deductible at source as appropriate.

3.37.2 Taxes and Statutory Payments

- a) All payments agreed to be made by JSCL to the IA in accordance with the RFP shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable.
- b) The IA shall bear all personal/income taxes levied or imposed on its staff, vendor etc. on account of payment received under this Contract. The IA shall bear all income/corporate taxes, levied or imposed on the IA on account of payments received by it from JSCL for the work

done under this Contract.

3.37.3 Payment Schedule

“T” denotes the date of Letter of Award. “M” denoted the date of Signing of Master Service Agreement. “P1” denotes the date of Go-Live of Phase I and “P2” denotes the date of Go-Live of Phase II. Payments shall be made to the IA as per the following Schedule:

#	Milestone Description (as per Scope in Section 2.28 of the RFP and compliance to Section 3.16.1 and 3.17.4 of the Master Service Agreement)	% payment
1	Completion of Phase I + Completion of PAT (P1)	20% of contract value (i.e. Total Project Cost)
2	Completion of Phase II + Completion FAT (P2)	20% of contract value (i.e. Total Project Cost)
3	Quarterly Payments subject to satisfactory performance during Phase III	The Remaining 60% of contract value (i.e. Total Project Cost) to be equally amortized over 10 quarters in equal quarterly annuities

3.38 Audit, Access and Reporting Schedule

The Parties shall comply with the Audit, Access and Reporting Schedule. The IA shall, on request, allow access to JSCL, and its nominated agencies to all information which is in the possession or control of the IA, which relates to the provision of the Services as set out in the MSA and is reasonably required to comply with the terms of the Audit, Access and Reporting Schedule.

3.38.1 Purpose

This Schedule details the audit, access and reporting rights and obligations of JSCL and the IA under the Master Services Agreement, and/or SLA and any other agreements that are entered into simultaneously with this Agreement or subsequently.

3.38.2 Audit Notice and Timing

1. As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavors to agree to a timetable for routine audits prior to the Go-Live of the Solution and post Go-Live. Once a time-table for routine audits has been agreed, JSCL or its nominated agencies shall conduct audits in accordance with such agreed timetable and shall not be required to give the IA any further notice of

carrying out such audits.

2. JSCL or its nominated agencies may conduct non-timetabled audits at their own discretion if it reasonably believes that such non-timetabled audits are necessary as a result of an act of fraud by the IA, a security violation, or breach of confidentiality obligations by the IA, provided that the requirement for such an audit is notified in writing to the IA, a reasonable time period prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail the reasons for the requirement and the alleged facts on which the requirement is based.
3. JSCL or its nominated agencies shall endeavor to conduct such audits to minimize inconvenience and disturbance to the IA.
4. In addition to the above, there will be audits conducted by statutory bodies as and when they are required to do it. Notwithstanding any condition given in the MSA, IA will have to provide these statutory bodies access to all the facilities, infrastructure, documents and artifacts of the Project as required by them and approved by JSCL, in writing.
5. During any such audits conducted by JSCL or any other agency nominated by JSCL, if any unlawful, fraudulent activities are identified, JSCL shall terminate the contract.

3.38.3 Access

The IA shall provide JSCL reasonable access to employees, subcontractors, suppliers, agents, third party facilities, including leased premises used for any activity of “Implementation of Smart Classroom Solution” Project as detailed in the RFP, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections. JSCL shall have the right to copy and retain copies of any relevant records. The IA shall make every reasonable effort to co-operate with them.

3.38.4 Audit Rights

The JSCL shall have the right to audit and inspect suppliers, agents, third party facilities, including leased premises used for the Implementation of the Project which may include but not limited to Helpdesk, documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as necessary to verify:

1. The security, integrity and availability of all JSCL data processed, held or conveyed by the IA on behalf of JSCL and documentation related thereto;
2. That the actual level of performance of the services is the same as specified in the SLAs;
3. That the IA has complied with the relevant technical standards, and has adequate internal controls in place; and
4. The compliance of the IA with any other obligation under the Master Service Agreement and SLA.

For the avoidance of doubt the audit rights under this Schedule shall not include access to the IA's profit margins or overheads associated with any obligation under the Master Service Agreement.

3.38.5 Audit Rights of Suppliers and Agents

The IA shall use reasonable endeavors to allow audit and access provisions with suppliers and agents who supply labor, services, equipment or materials in respect of the services. The IA shall inform JSCL prior to concluding any supply agreement of any failure to achieve the same rights of audit or access.

3.38.6 Action and Review

Any discrepancies identified by any audit pursuant to this Schedule shall be immediately notified to

JSCL and the IA’s Project Manager in the form of an Audit report. The IA shall address any identified gaps and issues identified during the Audit process to the satisfaction of JSCL and the auditing agency within thirty (30) days from the date of notification of the said Audit report.

3.38.7 Records and Information

For the purposes of audit in accordance with this Schedule, the IA shall maintain true and accurate records in connection with the provision of the Services and the IA shall handover all the relevant records and documents upon the termination or expiry of the Contract.

3.39 SERVICE LEVEL AGREEMENT

• **Implementation Phase SLA**

“T” denotes the date of Letter of Award. “M” denoted the date of Signing of Master Service Agreement. “P1” denotes the date of Go-Live of Phase I and “P2” denotes the date of Go-Live of Phase II.

#	Deliverables#	Timeline	Penalty
1	Approval of High & Low Level Design Document	T + 7 days	<ul style="list-style-type: none"> In case of any delay in Phase I within the stipulated 45 days then a penalty of 0.05% of Total Project Cost for every day; subject to the cap of 2.5% of Total Project Cost in this RFP. In case of any delay in Phase II within the stipulated 5 Months then a penalty of 0.25% of Total Project Cost for every week; subject to the cap of 2.5% of Total Project Cost in this RFP. In case of any delay in weekly progress reports and amendment of identified issues within 3 working days during the operation and management phase then a
3	Completion of Phase I + Partial Acceptance Testing (PAT) + Go Live of Phase I activities	T + 45 days P1	
4	Completion of Phase II + Final Acceptance Test (FAT) + Final Go Live of all components of the solution envisage under this project.	T+ 5 Months	

5	Start of Phase II Operations along with continuation of Phase I & Monitoring phase	P2	<p>penalty of 0.05% of Total Project Cost for every day; subject to the cap of 2.5% of Total Project Cost in this RFP</p> <ul style="list-style-type: none"> The overall penalty shall not cross more than 10% of the Total Project Cost.
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- Operations, Management & Maintenance - SLA Criteria**

The Successful Bidder shall deploy dedicated qualified personnel as defined in manpower requirements in the Table given below for operation, management and maintenance of the solution at Central Studio and School level. The Smart classroom and studios (Central studio) shall be operational as well as monitored & managed on all working days of the year as per the working hours defined below;

Indicative Time of Operations / Working: (To be decided by the Authority)

- Central Studio = from 8:00 AM to 5:00 PM
- Smart Classroom and School Infrastructure = from 8:00 AM to 8:00 PM

1. Upkeep of the Solution

"**Uptime**" shall mean the time period for which the specified solution with specified technical and service standards **are available** for the proper functioning & performance of the of the Smart classroom and studio services to end users of the VCRS.

"**Downtime**" shall mean the time period for which the specified services with specified technical and service standards **are not available** for the proper functioning & performance of the Smart classroom, digital lab and studios services to end users of the VCRS.

The reference hours for calculation of Uptime

$$Uptime \text{ (in \%)} = \frac{(Total \text{ Expected time of Operations per quarter}) - Downtime \text{ of solution)} X}{100 / (Total \text{ Expected time of Operations per quarter})}$$

Minimum guaranteed uptime per quarter required (without penalty)

#	Location of Solution deployed	% Uptime per quarter	Permissible Down time in minutes per quarter
A	Central Studio	99.75 %	105 minutes
B	Smart Classroom and School Infrastructure	99.90 %	42 minutes

2. Penalties based on downtime of the Smart classroom system

Penalties will be levied on the IA based on the downtime as specified above in a quarter. For calculation of penalties, any four consecutive quarters taken together will be taken as one year. The penalty will be charged on the quarterly payment payable to the IA towards the Total Project Cost. The mode of calculation for the same is given below. If the IA performs as per the baseline metrics, then 100% of the amount of the quarterly payment due will be paid to the IA as per the payment terms specified. However, if the IA fails in the SLA resulting in lower performance or breach, then penalty deduction would be appropriately levied as per table below subject to maximum penalty of 10% of quarterly payment. In case the IA's penalty crosses the maximum limit of 10% of quarterly for three consecutive quarters then JSCL may decide to terminate the IA's contract.

“QGR” denotes Quarterly Guaranteed Revenue (60% of the Total Project Cost/10 Quarters)

#	Service Level Parameters	Baseline	Breach		Basis of Measurement/ Remarks
			Metric	Deductions (%)	
1	Uptime at Central Studio	100%	> 99.75%	0	Measured using Help Desk call report. Penalty capped to 8% of QGR
			For every 1 % drop in uptime below 99.75%	2% of QGR	
			For every 1 % drop in uptime below 99.75%	2% of QGR	
2	Uptime at all Smart Classrooms & School Infrastructure	100%	> 99.90%	0	Measured using Help Desk call report. Penalty capped to 8% of QGR
			For every 1 % drop in uptime below 99.90%	2% of QGR	

*** Penalty for SLA violation for Operations and Maintenance shall be subject to a cap of 10% of QGR. However, in exceptional cases, JSCL has the right to remove this cap. In case of repeated SLA breach in three consecutive quarters then the IA is liable for termination by JSCL**

3.40 MINIMUM INDICATIVE MANPOWER

Manpower and Technically qualified staff will be deployed during all three Phases of the project and will have to be in accordance to the requirements mentioned in the section 2.28.6 of the RFP.

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