Request for Proposal of Selection of Agency/SI/MSI

For

Implementation and Management

Of

Paperless System across Jabalpur Smart City Ltd

Reference No: JSCL/2017/……………

Date: ………………

-JABALPUR SMART CITY LIMITED (JSCL)-

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

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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.

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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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Abbreviations:

PBG	Performance Bank Grantee
ICT	Internet Communication Technology
ABD	Area-Based Development
SPV	Special Purpose Vehicle
JSCL	Jabalpur Smart City Limited
GOMP	Government of Madhya Pradesh
OEM	Original Equipment Manufacturer
INR	Indian Rupees
EMD	Earnest Money Deposit

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.

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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.

JSCL in its endeavor to improve the quality of work within itself and provide complete transparency seeks participation of experienced and qualified SI/MSI/consortia/OEMs to create, install, functionalize, operate and maintain Paperless System for JSCL.

JSCL has taken up numerous initiatives to provide IT infrastructure and ICT enabled facilities to residents of Jabalpur. JSCL now is proposing for Paperless System for all its employees and departments so that complete transparency and ease of work is achieved with improved efficiency. Paperless system will not only help in effective and quick communication but will also improve the overall efficiency of the work done in JSCL. Using this system, more work could be achieved in significantly less time. Also this is a very environment friendly initiative as papers are made by cutting trees and that is creating a dis-balance in our earthly environment. With paperless system initiative, JSCL would like to move towards one of its goals of not only being user friendly but also environment friendly.

Keeping in view the above broader objectives, JSCL invites e-tender for Technical and Financial bid proposal from eligible Bidders for setting up of Paperless System within JSCL.
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
If any query please send mail or speed post to :
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 –

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• Harness the use of technology for improving the overall effectiveness and efficiency of all JSCL employees by going paperless.

• User friendly and completely transparent system for all.

• To achieve the aim of being a complete paperless organization in future with all processes and procedures being completely online.

• Provide a web based and mobile platform for this paperless system.

1.3.   Current Tender Objective

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

A.   Setting up of Paperless System with JSCL

• All departments within JSCL will be communicating with each other and with outside parties online.

• They will have a web portal and also a mobile platform to help them achieve this objective.

• All note sheets, tender approval process, post-tendering evaluation system, etc. have to be web based processes which will be completely paperless. Any or all documents required in this process will have to be scanned and will be a part of the moving workflow.

• All concerned people/employees will be receiving a notification on their mail or on the mobile app for a new request/workflow they would receive.

• They can view all the details entered in the workflow by the initiator and also look at the attached documents.

• They will then act on the request by adding their comment or by accepting/rejecting the request or by sending it to someone else to act on it.

• Similarly all department processes will be made online one by one with the aim to make it completely paperless organization ASAP.

• System should be supported of online approval system .Facility to integrate with digital signatures or something similar this should be available in the system.

• System should be able to connect with mail server and SMS gateway, if required.

• System should be able to connect with payment gateway for the accounts department process.

• System should be able to generate various types of management related reports.

• Data back-up should be available.

• Original (Source code) has to be handed over to JSCL after completion of tender or when JSCL demand.

• IA will have at least one person onsite for quick issue resolution during the implementation phase and also during the 3 year maintenance phase.

1.4. Key Events & Dates

Name of the Authority	Jabalpur Smart City Limited
Name of the Assignment	Selection of Agency for Implementation and Management of Paperless System within JSCL
RFP Number	As per NIT
Last date and time for submission of Proposal (Proposal Due Date)	
Date of opening of technical Proposals	
Technical Presentation	
Date of opening of financial proposal	
Bid Security / EMD (Refundable)	INR 40,000 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
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.
For any enquiries and clarifications, please contact:	Office of The Executive Director Jabalpur Smart City Limited Manas Bhavan, Jabalpur Phone: +917611136800
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.

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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 platformwww.mpeproc.gov.inand 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 onwww.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 genuinely 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

S.N.	Pre-qualification Criteria	Supporting Documents to be furnished
1	The Company/Agency should be registered in India under the Companies Act 1956/Limited Liability Partnership Act 2008 with their registered office in India for the last five years as on date of	Certificate of Incorporation/ Partnership Deed.

	submitting its Application.	
2	The Company/Agency should be operating in the field of Software Development and its Implementation Support from the last three financial years.	Attested copy of the Memorandum and Articles of Association/ Incorporation Document & LLP Agreement.
3	Average turnover per year for the last 3 Financial Years (2014-15, 2015-16 and 2016-17) from Software Development and its Implementation should not be less than 50 Lacs for three financial years.	• Audited Annual Financial Statements and Annual Report and Certified statement from the Current Statutory Auditors of the Company/Agency for the FY 2014-15, 2015-16 and 2016-17.
4	The bidder should have been assessed at least for a Capability Maturity Model Integration (CMMi) Level 3/ ISO 9001:2015/ ISO 27001:2013/ISO 20000-1:2011 The assessment should be valid as on the last date of bid submission. In case of expiry of current assessment within nine months, the bidder shall provide a certificate from the Software Engineering Institute (SEI), USA auditor that reassessment for the same or higher level is commenced.	Copy of valid certificate issued to the Bidding Organization by respective agencies. Note: Organizations that are being currently assessed for the requisite certification level shall not be considered.
5	The bidder should have completed at least three (3) engagements in Software Development and its Implementation offerings in large Enterprises or Government during the last 5 Years. Minimum value of project Rs. 10 L.	•Certificate from the current authorized signatory of the Company/Agency/CA certified copy/Work Order /Completion Certificate/Client Certificate and citations. Note: In the event of a multi-stage, multi-service engagement, a completed phase supported by a client certificate or documentation/payment realization shall also be considered equivalent i.e. ongoing project can be considered subject to the receipt of payment for services equivalent/higher to the Criteria specified in the RFP.
6	The Company/Agency should have minimum 20 Full Time Technical Resources on their own payroll as on date of submission of bid.	Certificate and list of professionals from the current authorized signatory of the Company to be provided.

7	The Company/Agency should not have been blacklisted as on the last date of submission of offer by any Government Agency in India or under a declaration of ineligibility for fraudulent or corrupt practices or inefficient/ ineffective performance.	Certificate from the current authorized signatory of the Company/Agency.
8	The vendor should have developed/Maintained at least one similar e-filing or similar document or digitization in sharing system for at least 3 Enterprises/government organizations.	Certificate for Reference to Work
9	The Bidder 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.

Notes:

▪ Bidder is liable to complete the project. In case of any issues, Prime Bidder will be primarily liable for all penalties.

▪ JSCL shall sign the contract with the Bidder only. All payments shall be made to the Bidder only.

Initial Deployment of Team

Bidder shall be responsible for initial deployment of below set of resources within 7 days of signingof Agreement with JSCL as per the desired skill-set and experience of various categories ofresources as specified below:

Software Application Developer   1

2.   BIDDING

2.1.   Bid Data Sheet

Cost of Tender Document	2000/- INR
Earnest Money Deposit	40000/- INsR
Last date of Purchase tender	As per NIT
Bid Submission online date	
Opening of Technical bids Bid	
Submission Hardcopy date	
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 (Before and Safter of the signing of the contract or before/after LOA) 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.

c)   JSCL has

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 2.20of 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/Office 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 this 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. JSCL has right to continue or discontinue of service at any time.

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 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 Paperless System within JSCL**"** 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.

a)   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.

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.

2.24.   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.

Eligible Assignments

For the purpose of evaluating the Proposal under this RFP, completion of projects for Municipal Corporation or Similar Government organization shall be deemed as eligible assignments (the "Eligible Assignments")

2.25.   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 (**SF**).

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 (**FM**) will be given a financial score (**SF**) of 100 points. The financial scores of other proposals will be computed as follows:

SF = 100 x FM /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.*

2.26.   COMBINED AND FINAL EVALUATION

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

S = ST XTW + SF x FW

Where **S** is the combined score, and **T** and **F** are weights assigned to Technical Proposal and Financial Proposal that shall be **0.80 and 0.20** 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

Evaluation

Stage 1 - Minimum Eligibility Evaluation:
The technical proposal will be evaluated only for those bidders who fulfill the minimum eligibilitycriteria as given. Failure to meet any of these criteria specified will disqualify the bidder and it willbe eliminated from further process.

Stage 2 - Technical Evaluation
Proposals submitted by bidders shortlisted at stage 1 will be eligible for technical evaluation.
Marks for technical evaluation will be awarded as follows

Task	Purpose	Marks
Presentation/demo	Presentation/Demonstration on the approach of development/maintenance of web enabled project design etc	50 Marks
Technology Exposure	Specific experience of the bidder relevant to development/ maintenance of software and technology to be used.(Preference shall be given to Open source technologies)	20 Marks (Open Source => 5 Marks) Others=> 15 Marks
Demonstration of functionality and execution of at least one project completed by bidder	This will help us validate expertise of bidder in the related domain	10 Marks (Between 5 Projects to 10 Projects=> 5 Marks) (More than 10 Projects => 10 Marks)
No. of Employee		10 Marks (Between 5 Employees to 10 Employees=> 5 Marks) (More than 10Employees=> 10 Marks)
Annual Turnover		10 Marks (Between 10 lacks to 25 lacks => 5 Marks) (More than 25 Lacks => 10 Marks)

Stage: 3 - Presentation/demo:

- Presentation/Demonstration on the approach of development/maintenance and up gradation of web enabled project design etc.
- Specific experience of the bidder relevant to development/ maintenance of software and technology used by JSCL
- More weightage will be given to the bidders who has developed/ maintained software for PSUs, Govt.,
- No further discussion/interaction will be granted to the bidders who have been technically disqualified.

Stage: 4 - Commercial Bid Opening/Evaluation:
- The Commercial proposal of all (Top 3) bidders shortlisted under Technical evaluation will be opened. However, JSCL will not bind itself to accept the lowest commercial or any commercial and reserves the right to accept any proposal, whole, or in part.
- Proposal with a lowest quote shall be considered as most responsive bidder, and it may be called for negotiation, if required.
- JSCL's Decision with respect to evaluation methodology and short-listing of bidders will be final and no claims whatsoever in this respect will be entertained.

Providing Training to Client/Team

a.   Objectives of Training

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

- The training should be hands on with the help of computers and software 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

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 "JSCL" which expression shall include its successors, and assignees) on the one part and M/s, company registered underthe companies Act with its Registered office at .... ……….(hereinafter after referred to as "Implementation

Agency"/ "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 an agency for setting up a designing, implementing and maintaining a paperless system in JSCL;

ii.   The IA has submitted its proposal dated…………….(hereinafter referred to as ""Proposal)" for Design, Implement and Management of Paperless System in JSCL.

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 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 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 and 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, includes a reference to its Annexure, 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, Annexure 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:
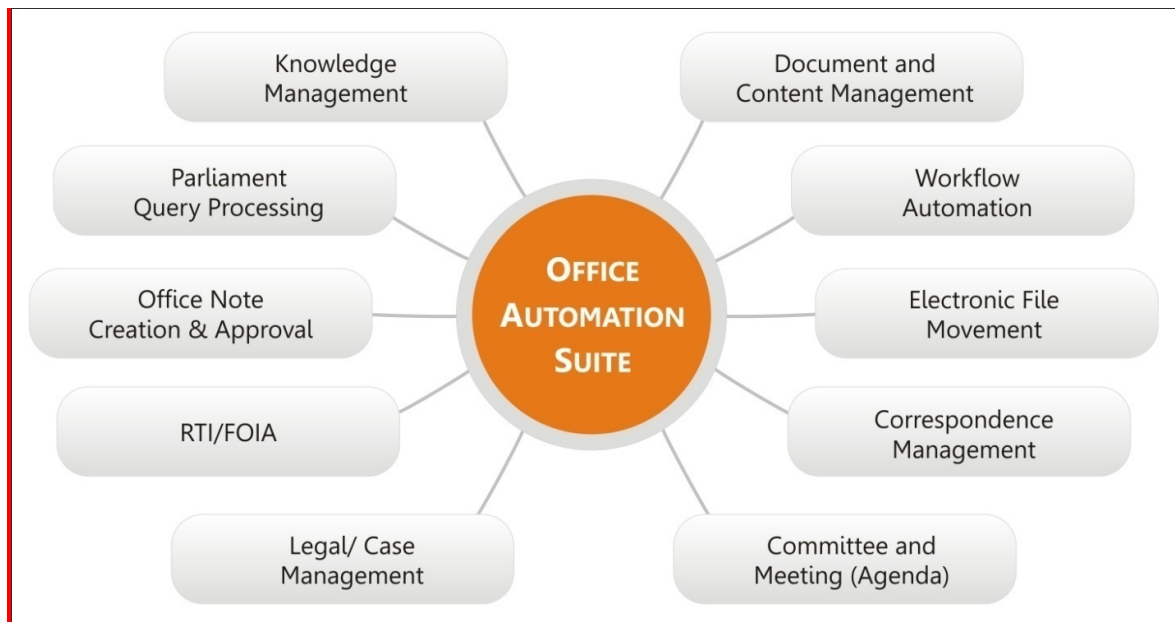
a)   In consideration of the award of the work under the RFP to the IA and payments to be made by JSCL to IA as hereinafter mentioned, the IA hereby covenants with JSCL to provide the Goods and Services and to remedy defects therein and to perform all obligations as mentioned in Section 3.12 of the RFP 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.

Basic requirements

1.   The system shall replicate the Present physical file handling in the same manner as followed and should have White hall view. i.e. electronic files shall give the same look and feel of Physical file with right side of the file holding the "Correspondence" & left side of the file holding the "Note-Sheets".

2.   The system shall have a facility to create/open a new electronic file with facility to create Part File also which can be merged with the mail file at a later stage.

3.   The system shall have a facility to save the file in the desired folder in the system as per the user rights.

4.   The system should also be available on mobile and tablet platform.

5.   Numbering for the file should be auto-generated as per the department format and should allow for restarting the numbering at beginning of every FY.

6.   The system should mandatorily capture information like File Subject, Department etc. while creating the file.

7.   The system shall allow adding documents to the electronic-file directly from the scanner or PC or eMail.

8.   Any type of documents like Images, PDF files, Office files like word, Excel, power point presentations, AutoCAD drawings etc. can be added to the electronic file in the Correspondence side.

9.   The documents which are added to the files also can be individually indexed/ tagged for easy search.

10.   The system should have a facility to search a file based on multiple parameters like file number, file subject, file name, department wise etc.

11.   System should allow categorization of files like subject files, special files, administrative files, project files etc.

12.   System shall have an in-built Editor for entering the notes. The editor should have basic functionalities such as highlighting a part of note, underlining, making bold, creating paragraphs, having bullet numbering, creating tables etc.

13.   The note editor should support adding noted in English & Hindi.

14.   The system shall have a draft folder to save Office Notes that are created by officer, which can be edited/appended/reviewed before making it the final note in the file.

15.   The system shall provide list of "Standard Noting" templates like "Put up for approval","Approved" ,"Rejected", "Need Modification" etc. which can be used by officers.

16.   The system shall provide facility to sign the document using "Digital Signature" or any applicable signature system.

17.   The system shall allow appending the scanned signature of officers (for whom digital signature is not available) on the notes, based on the authentication at the time of adding the notes to note-sheet.

18.   The system shall provide security on notes so that Noting/comments once written signed and forwarded shall not be amendable by any user including originator.

19.   The system shall provide facility of securing the notes or making a noting confidential and allow only selected authorized officers to view the secured notes.

20.   The system shall allow facility of linking a note with a document in correspondence side or linking note to a particular page of document in correspondence side or linking a note to another note.

21.   The system shall have the workflow capability to route the file for approval electronically. The routing can be either serial or parallel routing.

22.   The system shall have facility of creating Fixed File Routes or adhoc routes as the case may be.

23.   The system will allow attaching other related files in the workflow for easy reference, while in workflow.

24.   The system has facility to "refer" the file to an outside user who is not a part of Fixed File Route for getting their inputs.

25.   The system shall allow transferring of file in User's Inbox to other user by authorized users, if need be.

26.   The system shall allow fixing the timelines for completing of task by each user. The system will intimate the user by email/SMS on reaching the threshold time for completing the task. The system will allow defining escalation actions, if the task is not completed in time like email, automatically moving the file to alternate officer etc.

27.   The system shall allow the officer to keep a file "On-Hold" by specifying the reason for hold.

28.   The system shall provide a facility to track the file by authorized users at any point of time.

29.   The system shall allow maintaining information & tracking of Physical Files also, if need be.

30.   The system shall provide facility to take print out of the noting for filing in paper folder as record, if need be.

31.   The system shall allow various transaction reports including drill-down reports as needed from time to time.

32.   The system shall provide dashboard interface for online reporting of various processes. The interface shall give a flexibility to toggle between graphical and tabular view and tile different windows in the same interface.

33.   The system shall provide all required reports related to files as specified on Manual of Procedures.

34. The efiles is an application to convert PDF letters in to eBook files and store letters in a government filing procedures. It can also used as a plug-in in e-Despatch /e-Dak software to generate repository of files.

35. Required DAK monitoring system is web based workflow solutions for management of DAK at CEO office or Any officer.

36. Required Registration of Receipts (Dak coming to officers office) and Dispatches (Dak going out of officer offices)

37. Required software is ensuring branches take action on dak in timely manner.

38. Required software is handling queries & Generates all the MIS Report.

39. Required software is written using pen source technology

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In Detail:- Organizations acquire piles of documents, images and all the other information electronically. The location of this information is a time taking task. Users used to file papers and save their documents in folders on their own computers.

3.8.   JSCL DAK Management System comprises of the following modules:

- Dak (mails) / File Movement details
- Central Diary Management Module
- Circulars Management
- Movement of inward / outward of all Files / Dak (mails).
- Internal and External Diary Management Module
- Keyword & Barcode Search
- Diary receiving and Dispatch Management
- Generation of various reports.

The system has ability to handle all Incoming and Outgoing correspondences and also has in-built suitable security measures and configurable access control. It also track the inward / outward movement of the letters, files, documents and circulars etc. within the various departments and units and also to external parties associated with lab. This application is able to provide instant tracking of any letter which may be incoming or outgoing, on the basis of various parameters like subject, date, section, file number etc. with generating a unique reference number.

This solution monitor the movement of all incoming and outgoing DAK (mails) or documents in every step from the point of receipt to point of disposal:

- To assign responsibility of each and every documents / DAK (mails) to concerned agency / personnel / organization in a desired task mail route
- To Prioritize incoming documents or DAK (mails) and to ensure that they are disposed off within a predefined time limit
- To quantify the job and to monitor the number of documents / DAK (mails) disposed off by the concerned agency

- DAK and File Management system should build using robust Enterprise Document Management and Business Process Management as a platform and should comply with the Manual of Office Procedure (MOP), published by the Department of Administrative Reforms and Public Grievances (DARPG). Correspondence and File Management System should be available in OEM price list. Please provide confirmation from OEM on letter head.
- The system shall have a repository or predefined folder / area where all new correspondences (DAKs) are received after scanning. The system should be secure and should be tested for OWASP top ten vulnerabilities at one of the Govt/PSU organization. Please provide any documentary evidence.
- The system shall have a facility to create Paper profile of a DAK in the repository, in case correspondences (DAKs) are not scanned.
- The system shall have a facility to add correspondences (DAKs) in electronic format from local computer drive.
- The system shall provide a facility to view correspondences (DAKs) on RHS and indexing fields on LHS.

- The system shall have a facility to add a Note with a correspondences (DAKs). Using the tablets and mobile users should be able to access the Files and DAKs
- The system shall have a facility to save the correspondences (DAKs) in an existing file.
- The system shall have a facility to route the correspondences (DAKs) using workflow feature of a system.
- The system shall support ad-hoc routing of a document
- The system shall have a facility to prepare response and attach with the correspondences (DAKs) workflow
- The system shall provide an interface to track & search the status of a correspondences (DAKs) in a workflow
- The system shall have a facility to send the reminders.
- The system shall have a facility to generate various reports w.r.t. correspondences (DAKs) workflow such as pending with users, pending since, elapsed time, initiated by, completed by etc
- The system shall have a facility to track a department where a correspondence (DAKs) is pending.
- The system shall provide a advanced search interface for tracing & searching a correspondence (DAKs) based on dates, subject, pending with, completed by, pending since etc
- The system shall have a feature to recall a correspondence (DAKs) from other user. The system should be built using the Business Process Management framework.
- The system should have facility to put the completed DAK in a new or an existing file.
- The system should facilitate creation of a new electronic file in the system.
- The system shall have a facility to create both main as well as part file.
- File creation shall take at least File Number and File Subject as an input.
- The system shall have a facility to save the file in the desired location folder.
- The system shall also generate a Barcode number on successful creation of a file. This barcode can be pasted on a physical file for tracking, in case physical file is also used.
- The system shall have facility to add documents in the File.
- The system shall provide facility to view all letters/documents at the right hand side (RHS) of the folder with note-sheet on left hand side
- The system shall provide facility to users to append their notes, which shall be automatically stamped with user name, date and time
- The system shall provide facility to secure notes in File View
- The system shall support the whitehall view of the file. The system shall replicate the Present file handling in the same manner as followed i.e. Electronic files shall give the same look and feel of Physical file with documents on the right hand side and green note sheet on the left hand side.
- The system shall have an In-built Web based Text Editor with basic functionalities such as bold, alignment, font, color etc.
- Solution should have the Green Note sheet.
- System should differentiate between Administrative general files (Subject Files) and Administrative specific files (Special Files)
- The system shall have a facility to create/open a new electronic subject file.
- Subject File creation shall take at least File Number and File Subject as inputs.
- The system shall have a facility to create both main as well as part file.
- The system shall have a facility to save the file in the desired folder in the system.
- The system shall also generate a Barcode number on successful creation of a file. This barcode can be pasted on a physical file for tracking, in case physical file is also used.
- The system shall have facility to print barcode number of file at any point of time.
- The system shall have facility to add documents in the File.
- The system should have a facility to search a file on File number, file subject
- The system should have a index table of all created files
- The system should support creation of any types of special files such as employee files, property return file etc
- The system should have a provision to define searching attributes for each type of special file

- The system should have a separate searching interface for each type of special file
- The system shall provide facility to users to link the notes to any document, file and previous notes, so that corresponding objects can be directly opened from the note view
- The system shall provide facility to users to append notes in the same paragraph
- The system shall provide security on notes so that Noting/comments once written, signed and forwarded shall not be amendable by any user including originator, however if a new note has not been written, the user shall be able to modify the latest note, which he is writing.
- The system shall provide facility to take print out of the noting for filing in paper folder as record
- The system shall provide a facility to add new documents in the file by calling native application like Word, Excel etc. from the same interface.
- The system shall provide facility to open multiple documents simultaneously.
- The system shall have a facility to create a paper profile of a document in the file, in case document is not available in electronic form.
- Using workflow feature of a system, user shall be able to route the file.
- The system shall provide a feature to recall a File from other user
- The system shall provide an interface to search the status of a file in a workflow.
- The system shall provide a facility to track a department where a File is pending.
- The system shall support the case file management
- File view shall provide facility to view all documents inside file, Noting / commenting, Edit file properties

Outcome of e-filling is:

- Tracking and tracing incoming and outgoing DAK
- Quick and easy access to the information.
- Ensuring the integration of content by secured authorized access to the relevant information.
- Make quicker and better decisions to improve efficiency
- Fast and effective collaboration across the departments.
- Easy and faster generation of various reports

RTI/Grievance Management
- The System shall provide facility to link cross-related documents like Application form and Grievance Re and reply sent etc. The system should be built using the Business Process Management framework.
- The system should be able to automatically set a deadline and priority for the resolution of complaints based on the type of grievance as per the departmental policy.
- The system should have capability to delegate responsibilities to an alternate user in the absence of the assigned user.
- The system should allow the user who reviews the complaint to assign the task of redressing the grievance to another defined user from a list, and optionally also assign a criticality level.
- The system should have capability to automatically escalate the complaint to higher authorities on passing of the deadline for the RTI request.
- The system should have the capability to define the workflow for RTI Application, First Appeal and Second Appeal etc.
- The system should have the capability to assign the RTI request to concerned department.
- The system should have capability to set an extended deadline for pending grievances/RTI requests based on inputs received from higher authorities.
- The system should have capability to inform the Citizen by email that the grievance has been redressed.
- The system should automatically generate call back lists when complaint has been resolved
- The system should have the capability to define & generate the RTI Response/Grievance Response Letter in a format from the system itself.
- Document Management System

- Document Scanning Features
- Should provide an integrated scanning engine with capability for centralized and decentralized Scanning & Document Capturing. The scanning and document management solution should be from same OEM so as to provide an integrated solution right from capture to archival of documents
- The scanning solution should have the capability to capture the document through mobile devices.
- The mobile based document capture application and scanning solution should be from the same OEM.
- Should have a well-defined capture module for support of document processing, validation, index building, and image enhancements.
- "Should be able to support the capture of digital records of at least the following formats:
- · Emails and attachments
- · OCR documents
- · Images - .tiff, jpeg, gif, PDF etc."
- The proposed solution should provide for automatic correction of parameters like format/ compression not proper, skew, wrong orientation, error in automatic cropping, punch hole marks etc. during scanning. The scanning solution should provide support for automatic document quality analysis so that any bad quality document doesn't get uploaded to the repository. There should be an independent software quality check service available as part of overall scanning solution which can be used to audit scanned documents for resolution, format/ compression, orientation etc.
- Support all the special image enhancement functionality offered by the scanner through the driver interface.
- Solution shall support Bulk Import of image and electronic documents
- Should have capability of automatic segregation of documents/records based on Barcode, Blank page, Fixed page and auto Form recognition
- Should have the capability of scanning on Linux platform.
- Provide Image processing libraries that support image enhancements such as changing contrast, zoom in/out, cleaning etc and other imaging features like compression and extraction etc.
- The software solution should include the Rubber band feature for the extraction of the data using OCR technology so that user can mark a zone on image at runtime during scanning stage & map the extracted data with the indexing field.
- The mobile capture should support image compression, B/w conversion from color images, G4 compression for B&W, JPEG for color and gray scale, multiple page document capture, auto cropping, auto orientation, perspective correction, noise removal and geo capture
- Architecture & Scalability
- System should be platform independent and should support both Linux and Windows for application server
- Solution should have been built using server side java and J2EE technologies.
- Solution should be multi-tier, web-based solution (having web-based front-end for users and as well as for system administrative functions) having centralized database, web and application server with support for clustering
- The system should store only index information in database while images should be stored in separate file server.
Archival of Electronic documents
- The System shall support categorization of documents in folders-subfolders just like windows interface. There should not be any limit on the number of folder and levels of sub folder. The system shall support multiple databases i.e. MS SQL, Oracle and PostgreSQL.
- The System shall provide facility to link cross-related documents like Application form and Field report, Grievance and reply sent etc.
- The system shall provide search facility to in the same interface, so that users are able to search the documents to be linked
- The system shall support versioning of documents with facility to write version comments
- The system shall allow Locking of documents for editing and importing it back into the system through check-in/Check-out features
- Repository should be format agnostic.

- System should support configuration of verification processes for different business types. It should be able to handle multi-user environment for processing files related to different business types. While processing a file, all the data and images for each transaction should be displayed to processing users and processing users should be allowed to accept, reject or send the files for review

Document View

- The System shall support Applet for viewing Image documents- No third party viewers should be there for viewing of scanned images. Please specify if third party applets are used and the licensing terms together with cost implication
- Even for multi page document. The download and view should be page by page. System should include mobile app for accessing documents.
- The system shall facilitate zoom-in/zoom-out, zoom percentage and Zoom lens to zoom in on a part of image and other image operations like Invert, rotate etc.
- Support archival & view of PDF/A format documents (open ISO standard for long term archival of documents)
- Document view shall have the provision to draw a line, insert arrows etc over image document.
- The system should support viewing and rendering of PDF/A documents in inbuilt viewer.
- Document view shall have the provision to highlight or hide certain text by drawing line rectangle and solid rectangle.
- The System shall support for viewing documents in native application.
- The system shall provide facility of putting text, graphic and image annotations on scanned document pages.
- The system should have mobile application for retrieval and archiving of documents
- Annotations
- The Image applet shall support comprehensive annotation features like highlighting, marking text, underlining putting sticky notes on documents, and support for text and image stamps etc.
- The system shall support automatic stamping of annotations with user name, date and time of putting annotations.
- The system shall provide facility for securing annotations for selective users.
- The system shall store annotations as separate file and at no time, the original image shall be changed. The system shall provide facility of taking print outs with or without annotations
- Indexing
- The System shall provide facility to index folders, files and documents on user-defined indexes like department, ministry, file number, year etc.
- The system shall facilitate manual and automatic indexing using OCR functionality or from other applications
- The System shall support Automatic full text indexing for Text search.
- Search and Retrieval
- The system shall provide extensive search facility to retrieve documents or Folders/Files
- The system shall support saving of search queries and search results
- The system shall support search for documents or folders on document or folder on profile information such as name, created, modified or accessed times, keywords, owner etc.
- Security & User Management
- The Document management system shall support definition of Users, Groups and Roles relation in the system
- The system shall support access permissions on Folders, documents and object level
- The system shall support multiple levels of access rights (Delete/ Edit/ View/ Print/ Copy or Download).
- System shall support for application based rights
- The system shall support system privileges like Create/Delete Users, Define indexes etc.
- The system shall support secure login id and passwords for each user and passwords shall be stored in encrypted format in database
- The system shall have a facility to define password policy with extensive password validations like passwords must be of minimum 8 characters, shall be alphanumeric, locking of user-id after three un-

successful attempts, password expiry, password history so that passwords are not same as previous passwords etc.

- The system shall provide LDAP support for integrating with directory services and shall support single sign on
- The system shall support Extensive Audit-trails at document, Folder and for highest levels for each action done by particular user with user name, date and time
- The System shall support integration with database-based authentication.
- The system shall support integration with PKI infrastructure as well as bio-metric solution for enhanced security.
- Administration
- The system shall support web-based administration module for the complete management of system.
- The Admin module shall support Users/Groups/Role definition and granting Access Rights to them and set password expiries
- The Admin module shall provide easy to use interface for Index structure definition that can be used by different users.
- The Admin module shall provide interface for purging old audit trail and do selective logging i.e. select the system or application features for, which the audit trails have to be generated.
- The Admin module shall provide facility to take complete and incremental backups and shall be able to integrate with third party backup solutions.
- Reports and Audit Trails Features
- The System shall support extensive Reports and audit trails and shall also provide data points and facility to design new reports
- The system shall support Extensive Audit-trails at user, Folder and Cabinet levels
- The system shall provide facility to generate Audit trails on separate actions, and between specific date/times
- The system shall support extensive reporting facility at document, folder and user level. Please specify all inbuilt reports available in the system and also provide effort estimates for new Custom reports to be designed
- The System shall have audit trail to maintain history of all transactions performed on the system.
- The system shall give flexibility to administrator to do selective logging i.e. suspend and resume audit trail generation for specific system and user activities.
- The application shall log all the actions done by individual users with user name, date and time and the administrator shall be able to generate detailed audit logs and history of the process instance.
- Reminders and Alarms
- The system should have the capability to set automatic reminders and alarms to concerned users.
- Integration and Web Services
- Should be based on open standards and have API support for data import & export.
- The System shall provide support to invocation of external programs to perform activities of a process like legacy application screen for data entry.
- The System shall support integration based on standards such as XML
- The System shall support message-based collaboration based on protocols such as HTTP, FTP and SMTP.
- The System shall support integration with Email Servers.
- The System shall provide fully functional APIs for Integration.
- The System shall support Web based interfaces.

Record Management System
- The system should be certified to Record Management standard like DoD 5015.02 or equivalent standard.
- Solution should include Records Management component to comply with regulatory and legal policies for long-term archival of content.
- Solution should manage lifecycle of documents through record retention, storage, retrieval and destruction policies.

- Solution should support managing and tracking of physical location of documents
- Solution should have facility to export / import electronic record with metadata in XML format
- Solution should provide the configurable capability of record classification as per the record keeping structure (File Plan) of department.
- Solution should have a provision to define physical location of record management facility
- Solution should have a facility to define disposition schedule / policies for record
- Solution should provide the capability for only authorized individuals to view, create, edit, and delete disposition schedule components of record categories. The complete schedules would be as per the organizational policies.
- Solution should have a provision to move & track a record among users within office/across locations
- When record is moved out of the facility, system should have a capability to capture the transport / courier detail
- "Solution should provide report on the Records in the selected file plan component such as such as number of records present, number of record folder, Record creation date, etc
- Report on activities of the selected user
- Report on the Request/Return activities
- Report on overdue items
- Report on items borrowed
- Reports on records, whose retention period are getting over in specified time
Reports on disposition schedule
- BUSINESS PROCESS MANAGEMENT SYSTEM (WORKFLOW ENGINE)
- "The system shall facilitate re-engineering of processes and act as a platform for building specific application and have a workflow engine to support different types of document routing mechanism including:
- Sequential routing -Tasks are to be performed one after the other in a sequence
- Parallel routing - Tasks can be performed in parallel by splitting the tasks among multiple users and then merging as single composite work item. The system shall support conditional merging of multiple parallel activities i.e. Response from mandatory parallel work stages before it can be forwarded to next stage
- Rule based routing - One or another task is to be performed, depending on predefined rules
- Ad-hoc routing - Changing the routing sequence by authorized personnel"
- Compliance to workflow standards: BPMN, BPEL and WFMC. It should feature in latest Gartner BPM MQ.
- Support for registering and configuring third party applications in portlet like view.
- 1. Process Designing
a. Graphical Route Designer
- The workflow management system shall support Inbuilt Graphical workflow designer for modelling complex Business Processes using drag and drop facilities.
- The Process designer shall provide intuitive interface for designing complex rules and conditions for workflow routing.
- The interface shall be easy to use so that Process owners can change the business process as and when required without any programming knowledge.
- The system shall enable process designers to design multiple sub-processes. This includes mapping of the existing process instance to the newly created process instance as per mapping defined in the route.
- The workflow management system development environment shall provide easy navigation to choose sub-processes as required to be invoked from within a process.
- Facility to copy and paste work stages along with all its properties.
- Facility to define documents viewed and to be attached at individual stages.
- The Process designer shall support multiple Introduction stages for introducing different document types from different acquisition sources
- Facility to define multiple archive stages for archive selected documents and indexes in underlying Document management system at any stage of workflow process.

- The system shall provide facility to define hold stages so that a particular instance or the workflow can be kept on hold for specified interval on the basis of pre-defined condition. The system shall also provide facility to define conditions for resuming the instance from hold stage.
- The system shall allow process designers to design properties for each work stage like default document view, form view or Exception view etc.
- The system shall allow users to define entry-level settings like Increase of priority or sending an email trigger on the basis of pre-defined conditions or setting up particular variable or property etc.
- The workflow management system shall support the definition of roles and allow many-to-many relationships between users and roles to be defined.
- Support for creating adhoc tasks at runtime and assigning to users

b. Inbuilt Form Designer

- The system shall provide inbuilt facility to design Custom forms that can be attached at one or more stages of workflow.
- The Form designer interface shall support facility to define text boxes, Combo boxes, radio buttons, Drop down etc.
- The system shall provide facility to define variables in the process or in external database tables, which can be linked to fields defined in the form for efficient data entry.
- The system shall provide facility to define zones at forms and images, so that relevant part of the image is highlighted for Image assisted data entry.
- The system shall support field level calculations at form level
- Facility to use scripts for defining field level validations

c. Inbuilt Exceptions

- The system shall provide facility to define exceptions at individual stages, which shall dynamically change the route on execution.
- The system shall facility to give rights to raise and clear exceptions at different stages of the process with user comments.
- The system should have inbuilt Rule Engine for defining rules.
- Facility to raise triggers on the basis of exceptions.
- Facility to raise automatic exceptions on the basis of pre defined conditions.
- The system shall track all the exceptions raised in the course of process and shall maintain history of that with user name, date, time and comments.
- The system shall clearly differentiate process instances with and without exception

d. Inbuilt Triggers

- The system shall provide facility to define custom triggers like Emails, Word template or launching executable etc. on predefined conditions
- The system shall provide facility to define custom templates for the triggers with static and dynamic data.
- The system shall provide facility to generate event based triggers for automatically sending mails/ fax, generating responses, invoking data form for data entry, communicating from external systems.
- The workflow management system shall have email notification to user when the user is not logged on to the workflow management system. Upon receiving the email, the user shall be able to click on the URL in the email to automatically launch the Workflow management system and present the user with the task to act on.
- 2. Process Monitoring and Reporting
- The workflow management system shall be able to keep track of the workitem status, the date/time the jobs are started and ended, the creation and archival date of the documents.
- The workflow management system shall provide graphical and tabular tools to view progress of each individual process
- System shall provide a facility to configure dashboard for individuals for e.g. dashboard for director, dashboard for secretary, dash board for Additional director etc
- No customization should be required to create dashboard, User should be able to configure dashboard without any coding.
- There should not be any limit on the number of reports that can be created

- User shall be able to drill down in a report for specific information analysis
- "The workflow management system shall support the generation of statistical and management reports like:
- Number of pending files
- Time taken to complete each task
- Process History Report
- User Performance Report
- Average Process Time Report
- Participant Report
- Participant Processing Time Report
- Process Definition Summary Report
- Exception Details Report
- Expired Work item Report
- Diversion Report"
- The workflow management system shall support the generation of performance comparison reports.
- The workflow management system shall support users drill down from a higher level view of business processes to lower level details.
- The workflow management system shall support statistical reports like Total turnaround time and delay report for complete process or specific work stages
- The workflow management system shall support definition of new customized reports based on exposed data points.
- The workflow management system shall also provide dashboard interface for online reporting of various processes. The interface shall give a flexibility to toggle between graphical and tabular view and tile different windows in the same interface
- The system should include administration module to configure the user, groups, queue related to a process. The system should allow user to set their display settings according to the individual preferences and company policies. Users can customize their themes, resize components, and configure single /multi-column views. It should have navigation container to display the list of all component instances associated with the view of a user.

User Management and Security
- The workflow management system shall support integration with Lightweight Directory Access Protocol (LDAP) for domain level authentication and single sign on.
- The workflow management system shall support integration with database-based authentication.
- The workflow management system shall be capable of giving access rights to users/groups on work stages, documents, forms and also to the data fields.
- The workflow management system shall support extensive password validations i.e locking of user account after specified number of unsuccessful login attempts, password history, password expiry,
- passwords must be alphanumeric and of minimum character length etc.
- The workflow management system shall support SSL, HTTPS and session timeouts.

1.8   Agreement Owners

The following personnel are notified as the MSA Owners:

	Title	Telephone	E-M
JSCL			
	JSCL		
IA			

1.9 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: ED, 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.

1.10 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.

1.11 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.

1.12   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 relives 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' 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 ad 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).

1.13   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.

1.14   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.

1.15   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).

.3.16.1 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 Paperless System within JSCL: 60 days

Phase 2: Mobile App development, training and complete paperless automation: 5 Months

Phase 3: Operation, Maintenance and Monitoring: 3 Years

Phase	Timelines
Phase 1: Development and Implementation of Paperless System within JSCL	Has to be completed within 60 days from issue of Letter of Award (LoA)
Phase 2: : Mobile App development, training and complete paperless automation	Starts on 61st day from issue of Letter of Award (LoA) and has to be completed within 7 months from issue of LoA
Phase 3: Operation, Maintenance and Monitoring	Has to start from date of Go-Live of Phase-II and will go on for 3 years

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. 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 coverage. 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.

1.16   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 co-operate 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+ 60 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+7 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.

1.17   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.

1.18   Project Finances

3.19.1 Terms of Payment

a)   Will be governed as mentioned inclause 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 actualsin 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.

1.19   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.

1.20   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 r 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 3.21.4hall not limit the IA'
liability for the indemnity obligations, confidentiality obligations and safety and security provisions
as laid down in this Agreement as agreed in this Agreement.

3.21.5Force 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 there from (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 authorized 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 Actor 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.

1.21   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.

1.22   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.

1.23   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.

1.24   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.

1.25   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.

1.26   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.

1.27   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.

1.28   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.

1.29 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.

1.30 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.

1.31 Amendment

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

1.32 Entire Agreement

This Agreement with all schedules & annexurez 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   Signature of the ....
Witness

For JSCL   Signed for and on behalf of JSCL

                                                        Witness 2

1.33   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

1.34   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 12on 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 toexecute 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:	D at		
Part B : Evaluation			
Change Control Note		CCN Number:	
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:	
Approved **Rejected** **Requires Further Information** (as follows, or	
For JSCL	**For the IA**
Signature	Signature
Name	Name
Title	Title
Date	Date

1.35   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.

3.   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.

1.36　　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
	Completion of Phase I + Completion of PAT (P1)	40% of contract value (i.e. Total Project Cost)
	Completion of Phase II + Completion FAT (P2)	30% of contract value (i.e. Total Project Cost)
	Half-yearly Payments subject to satisfactory performance during Phase III	The Remaining 30% of contract value (i.e. Total Project Cost) to be equally amortized over 6 equal half-yearly annuities

1.37   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.

1.38   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#	Time line	Penalty
	Approval of High & Low Level Design Document	T + 7 days	• In case of any delay in Phase I within the stipulated 60 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 |
| | Completion of Phase I + Partial Acceptance Testing (PAT) + Go Live of Phase I activities | T + 60 days

P1 | |
| | Completion of Phase II + Final Acceptance Test (FAT) + Final Go Live of all components of the solution envisage under this project. | T+ 7 Months | |

	Start of Phase IIOperations along with continuation of Phase I& Monitoring phase	P2	operation and management phase 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 • The overall penalty shall not cross more than 10% of the Total Project Cost.

• **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 JSCL level. Paperless system 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)

• Indicative = from 8:00 AM to 5:00 PM

1.39 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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