UJJAIN SMART CITY LIMITED, UJJAIN

REQUEST FOR PROPOSAL

for

SELECTION OF SYSTEM INTEGRATOR FOR IMPLEMENTATION, MANAGEMENT AND MAINTENANCE OF SMART CLASSROOMS IN CITY OF UJJAIN

NIT No. 15

RFP Publication Date: 03-August-2017

Smart City
MISSION TRANSFORM-NATION

NOTICE INVITING TENDER

NIT No: USCL/15   Date:03-Aug-2017

Ujjain Smart City Limited invites proposal from reputed organization for "Implementation, Management and Maintenance of Smart Classrooms in City of Ujjain". Interested firms may submit their proposals on e-procurement portal i.e. www.mpeproc.gov.in as per below mentioned details:-

1.	Tender document Fee (Non Refundable)	Rs 15,000 (Rupees Fifteen Thousand Only) (through Online e-Tendering Payment Gateway only)
2.	Earnest Money Deposit	Earnest Money Deposit of Rs. 6, 00,000 (Rupees Six Lakhs only) (through online only)
3.	Last date to send in requests for clarifications on the tender	Pre-Bid Queries shall be sent to ujjainsmartcity@gmail.com as per format attached in *this RFP* before the pre-bid meeting date.
4.	Time, Date and Venue for Pre- Bid Conference	03:00 PM, 17-Aug-2017 Ujjain Smart City Limited Simhastha MelaOffice, Kothi Road, Ujjain (M.P.)
5.	Last date for Purchase of Tender	03-Sep-2017 upto 17:00
6.	Bid (Technical and Commercial) Submission End Date(Online)	03-Sep-2017 upto 17:30
7.	Technical Bid Submission End Date (Physical)	04-Sep-2017 upto 17:00 Hrs
8.	Technical bids opening time, date and Venue	04-Sep-2017 after 17:00 Hrs Ujjain Smart City Limited Simhastha Mela Office, Kothi Road, Ujjain (M.P.)
9.	Tentative Date opening of commercial bid	Tentatively on 11-Sept-2017 after 14:00 Hrs

Executive Director
Ujjain Smart City Limited

DISCLAIMER

The information contained in this Request for Proposals document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants may be 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 Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant 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 RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in anyway in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

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1 Introduction

1.1 Background

Ujjain city has been selected in round-2 of smart cities challenge to implement the Smart Cities Mission (SCM). Ujjain Smart City Proposal (SCP) has secured third rank in second round cities. The area based development (ABD) proposal spreads across a total area of 1023 acres in Mahakal region, having a population of 87,766 which is almost 17% of the total population of Ujjain city. An area of about 756.7 acres is proposed to be retrofitted with smart features/infrastructure and 266.25 acres is proposed to be redeveloped with zonal/layout/building level smart features/infrastructure in accordance with SCP and SCM guidelines.

The pan-city proposal includes Ujjain City Management & Information Dissemination (UMID) System. UMID is a comprehensive ICT (Information Communication Technology) based system, which will incorporate smart and efficient management modules for traffic, waste, safety & security in initial phase. It will integrate existing deployed ICT modules & will aggregates all future ICT-enabled interventions to be implemented in a phased manner.

As per the SCP, the estimated project cost for smart city projects is about Rs. 2318.1 crores (could be more or less during planning, design and implementation phase). The estimated project cost of ABD component and pan-city component is about Rs. 1868.9 crores and Rs 307.2 crores respectively; Rs 142 Cr for A&OE (Administrative and Office Expense) and Interest during construction period. The Applicants are advised to carry out their own due diligence including but not limited to review of smart city proposal and field investigations.

For the purpose of implementing the Smart Cities project, Ujjain Smart City Limited (USCL) (the "Authority"), a Special Purpose Vehicle (SPV) for Ujjain Smart City Project has been incorporated as a company under the Companies Act, 2013. USCL would receive funds from Government of India and Government of Madhya Pradesh (GoMP) for the development of Ujjain as smart city. USCL intends to apply part of this fund for the said services as specified in this document.

1.2 Request for Proposals

The Authority invites proposals (the "Proposals") for Selection of System Integrator for Implementation, Management and Maintenance of Smart Classrooms in City of Ujjain in conformity with this RFP document (collectively the "Consultancy") and the Smart City Mission guidelines and to manage and maintain the same for a period of 3 years.

The Authority intends to select the Consultant through an open competitive bidding process in accordance with the procedure set out herein.

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified.

1.4 1.4 Sale of RFP Document

RFP document can be downloaded from the website of www.mpeproc.gov.in. However, the bids of only those Applicant shall be considered for evaluation who have made online payment of the specified amount for the RFP document plus service & gateway charges, without the copy of acknowledgement of payment bids will not be accepted. The RFP Fee is to be paid by the bidder by making online payment only against this RFP.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date.

1.6 Brief description of the Selection Process

The Authority will adopted a two stage selection process (collectively the "**Selection Process**") for evaluating the Proposals comprising of technical bids and financial bids to be submitted by the Applicant. For avoidance of doubt, the technical proposal shall be submitted in hard copy to the Authority Address and in soft copy online through e-procurement portal and the financial proposal shall be submitted only online through e-procurement. The selection will be done through Least Cost Selection process.

In the first stage, a pre-qualification and technical evaluation will be carried out. Based on this technical evaluation, a list of short-listed applicants shall be prepared. In the second stage, a financial evaluation will be carried out. The Applicant securing the lowest cost (the "**Selected Applicant**") shall be called for negotiation, if necessary, while the second ranked Applicant will be kept in reserve.

1.7 Currency conversion rate and payment

All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

1.8 Schedule of Selection Process

The Authority would endeavour to adhere to the schedule as laid out in this document.

1.9 Pre-Proposal visit to the Site and inspection of data

Prospective Applicants may visit the Site and review the available data at any time prior to PDD. For this purpose, they will provide at least two days' notice to the nodal officer.

1.10   Pre-Proposal Conference

The date, time and venue of Pre-Proposal Conference shall be:

Date and Time: As mentioned in this document.

Venue: As mentioned in this document.

All communications including the submission of Proposal should be addressed to:

> Chief Executive Officer,
> Ujjain Smart City Limited
> Address: Mela Office, Kothi Road, Ujjain,
> Pin: 456010
> Email: ujjainsmartcity@gmail.com

The **Official Website** of the Authority is: **http://www.mpeproc.gov.in**

All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

RFP NOTICE NO. (*as per brief NIT)* –**RFP TITLE.**

2   Instruction to Bidders

2.1 Advice to the bidders

Bidders are advised to study this RFP document carefully before participating. It shall be deemed that submission of Bid by the bidder has been done after their careful study and examination of the RFP document with full understanding to its implications. The Bidder should sign and affix seal of the entity in each page of this RFP and submit along with the Pre-Qualification Bid. In case of e-filing of the tender, a copy of the RFP should be uploaded and that shall be considered digitally signed and accepted by the Bidder.

2.2 Procedure for Submission of Bids

Complete bidding process will be online (e-Tendering) in two covers system. Submission of bids shall be in accordance to the instructions given in the Table below:

Particulars	Instructions
Cover 1 – Part A	Proof of submission of RFP Document Fee and Scanned copy of EMD
Cover 1 – Part B: Pre-Qualification Proposal	The Pre-Qualification Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in this RFP Pre-Qualification Proposal should be submitted through online bid submission process and also in Hard Copy as per mentioned in the NIT.
Cover 1 – Part C: Technical Proposal	The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in this RFP Technical Proposal should be submitted through online bid submission process and also in Hard Copy as per mentioned in the NIT.
Cover 2: Commercial Proposal	The Commercial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in this RFP. Commercial Proposal should be submitted through online bid submission process only.

Note: USCL will conduct the bid evaluation based on documents submitted through online e-tendering portal.

The following points shall be considered for submission of bids:

- USCL shall not accept delivery of Bids in any manner other than that specified in this RFP. Bid delivered in any other manner shall be treated as defective, invalid and rejected.
- The Bidder is expected to price all the items and services sought in the RFP and proposed in the technical proposal. The Bid should be comprehensive and inclusive of all the services to be provided

by the Bidder as per the scope of work and in accordance with the terms and conditions as set out in the Contract.

- USCL may seek clarifications from the Bidder on the technical proposal. Any of the clarifications by the Bidder on the technical proposal should not have any commercial implications. The Commercial Proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer.

- Technical Proposal shall not contain any commercial information.

- If any Bidder does not qualify the pre-qualification criteria stated in this RFP, the technical and commercial proposals of the Bidder shall not be opened. Similarly, if the Bidder does not meet the technical evaluation criteria, the commercial proposal of the Bidder shall be unopened in the e-Tendering system.

- It is required that the all the proposals submitted in response to this RFP should be unconditional in all respects, failing which USCL reserves the right to reject the proposal.

The tender should be a complete document and should be bound as a volume, bearing signature of the bidder and seal of the entity in each page of the document. The document should be serially page numbered and must contain the list of contents with page numbers.

Bidder must ensure that the information furnished by him online is identical to that submitted by them in the original paper bid document. In case of major differences between the hard copy and the soft copy, the tender is liable to be rejected.

The bid shall be typed in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be signed and stamped by the person or persons signing the bid.

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be authenticated by the person or persons signing the bid. The Bidder shall duly sign and seal its bid with the exact name of the firm/company to whom the contract is to be issued.

Hard copies of the Bids submitted by hand should reach not later than the specified date and time in *NIT* of this RFP.

Telefax / Xerox / Photocopy bids will not be considered.

2.3 Clarifications in RFP Document

A prospective Bidder requiring any clarification on the Bidder Document may submit his queries, in writing, at the USCL mailing address and as per schedule indicated in *NIT* of this RFP. The queries must be submitted only in the format mentioned to be considered for clarification.

2.4 Pre Bid Meeting

USCL shall hold a Pre-Bid Meeting (PBM) scheduled as per *NIT* of this RFP. In this PBM, USCL would address the clarifications sought by the prospective bidders with regard to the RFP document and the project. The bidders would be required to submit their queries to USCL by e-mail on or before schedule specified in as per *NIT* of this RFP.

Bidders who have downloaded the RFP document are invited to attend the PBM even they do not have any specific queries. These bidders would be required to register for the PBM at USCL.

No extension to any deadline referred to in this document will be granted on the basis or grounds that USCL should respond to any queries to provide any clarification.

The clarification offered at the Pre-Bid meeting will be recorded and the corrigendum/addendum issued will form part of the tender document.

Pre-Bid Queries – Tender No – Tender Name:					
Bidder Name (Organization) and Address			Mobile No.		
Representative Name			e-mail ID		
S. No.	Page No.	Section No.	Clause No.	Actual Clause in the RFP	Clarification Sought / Amendment Requested
1.					
2.					

The queries should also be submitted in an Excel / CSV file with one row containing exactly one query / suggestion complete in all respects, to the e-mail address provided. Bidders are requested to ensure that no sensitive information is transmitted to the Authority through the pre-bid queries and that the Authority may publish any or all of the queries received, in whichever format they may be,

The queries not adhering to the above mentioned format may not be responded to. USCL will respond to any request for clarification to queries on the Tender Document, received not later than the dates prescribed in *NIT* of this RFP. Bidders are requested not to communicate any sensitive information in the pre-bid queries as copies of the clarifications (including the query but without identifying the source of inquiry) will be sent to all prospective Bidders who have purchased the Tender Documents and will be uploaded in the website.

2.5 Extension of Deadline for submission of Proposals

Proposals must be received by the USCL at the address specified in the RFP not later than scheduled date and time. USCL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Proposals by issuing a Corrigendum

2.6 Late Submission of Bid

Any Bid received by the USCL after the deadline for submission of Proposals prescribed in RFP or Corrigendum will be returned unopened to the respective Bidder and the online bid shall not be accepted.

2.7 Earnest Money Deposit (EMD)

All bids must be accompanied by an EMD of the requisite value and in the requisite form.

The earnest money for the bidders will be refunded against a proper receipt within one month after signing of contract agreement between USCL and the successful bidder.

2.8 Cross checking

USCL reserves the right to contact and verify bidder's information, references and data submitted in the bid proposal without further reference to the bidder.

2.9 Absence of specifications

The absence of specifications details regarding any equipment to be supplied under this RFP implies that best general practices will prevail and that first quality material and workmanship will be applied as per the discretion of USCL. Certification standards, wherever available, for the to-be-installed equipment and materials, will prevail.

2.10   Cost to Bid

The Bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the USCL. The USCL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

2.11   Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and USCL, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

2.12   Documents Comprising the Bids

The bid prepared by the Bidder shall comprise of the following components:

A. Pre-Qualification Bid: The pre-qualification Bid, besides the other requirements of the Tender, shall comprise of the following:

- Compliance for Pre-Qualification criteria

- Pre-Qualification Bid letter
- Document Fees and EMD
- All documents supporting the pre-qualification criteria
- Copy of the Board Resolution or a Power of Attorney executed by the Bidder in favour of the Principal Officer or the duly Authorized Representative, certifying him as an authorized signatory for the purpose of this Tender
- RFP document duly signed with seal by the bidder in all the pages

B. Technical Bid: The Technical Bid, besides the other requirements of the Tender, shall comprise of the following:
- Compliance for Technical Evaluation criteria
- Technical Bid Letter
- General information about the Bidder
- Technical Solution
- Specifications of the Physical Components
- Specifications of the IT Components
- Unpriced Bill Of Materials (BOM)
- Manpower Details
- Suggestions and Comments to the Scope of Work / Terms of Reference

C. Commercial Bid: The Commercial Bid, besides the other requirements of the Tender, shall comprise of the following:
- Breakup of Price Components and the Commercial Bid as per the online format.

2.13   Bid Prices

The Bidder shall indicate in the Performa prescribed, the unit rates and total Bid Prices of the equipment / services, it proposes to provide under the Contract. Prices should be shown separately for each item as detailed in Tender Documents. In absence of above information as requested, a bid may be considered incomplete and be summarily rejected.

The Bidder shall prepare the bid based on details provided in the tender documents. It must be clearly understood that the Scope of Work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by USCL. The Bidder shall carry out all the tasks in accordance with the requirement of the tender documents & due diligence and it shall be the responsibility of the Bidder to fully meet all the requirements of the tender documents. If during the course of execution of the project any revisions to the work requirements like Technical specifications, Equipment sizing etc. is to be made to meet the goals of project. All such changes shall be carried out within the current price without any impact to USCL.

2.14   Firm Prices

Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, USCL reserves the right to negotiate the prices quoted in the bid to effect downward modification. The Bid Prices shall be indicated in Indian Rupees (INR) only.

The Commercial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out.

2.15   Bidder Qualification

A Bidder can apply for this RFP on its own or through a Consortium.

"Consortium" would mean a tenderer comprising a maximum of two entities for the purpose of responding to this Tender Document, such that if the consortium includes a public sector entity or entities, such public sector entity or entities should not have a controlling stake in the consortium.

The "Lead Member of Consortium" would mean a member of a consortium who has been designated as the lead member by the Consortium and shall possess such qualifications as may be prescribed in the tender documents.

The Bidder(s) or any member of the Consortium should not have any conflict of interest before applying for this RFP. Conflict of interest shall be deemed to have occurred in case:

a) any other prospective bidder or a member of consortium or any associate or constituent thereof have common controlling shareholders or other ownership interest; or

b) a constituent of such prospective tenderer is also a constituent of another prospective tenderer. Provided that 'constituent' in such cases will not include the provider of a proprietary technology to more than one applicant; or

c) such prospective tenderer, its member or any associate thereof, has a relationship with another prospective tenderer, or any associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Response of either or each other; or

In the event of a change of a member of a consortium whose technical or financial capacity or both was taken into consideration for the purposes of the Tender, prior to the signing of the Agreement, the Bidder(s) shall inform USCL forthwith along with all relevant particulars about the same and USCL may, at its sole discretion, disqualify the tenderer and / or terminate the Letter of Award (LOA), as the case may be, and also forfeit the Earnest Money Deposits (EMD) and / or the performance security.

The "Bidder" as used in the tender documents shall mean the one who has signed the Tender Form. The Bidder may be either the Principal Officer or his duly Authorized Representative, in either cases they shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall be furnished and signed by the representative and the principal.

It is further clarified that the individual signing the tender or other documents in connection with the tender must certify whether he/she signs as the Constituted attorney of the firm, or a company.The authorization shall be indicated by written power-of-attorney accompanying the bid. The power or authorization and any other

document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid.

Any change in the Principal Officer shall be intimated to USCL in advance.

2.16   Period of Validity of Bids

Bids shall remain valid for 120 days from the date of opening of Bids prescribed by USCL. A bid valid for a shorter period may be rejected as non-responsive.

USCL may request the Bidder(s) for an extension of the period of validity for completion of evaluation. The request and the responses thereto shall be made in writing. The validity of EMD shall also may be requested to be suitably extended subject to Act and Rules framed by the Government of India and the Government of Madhya Pradesh.

2.17   Local / Site Conditions

It will be incumbent upon each Bidder to fully acquaint himself with the local conditions and other relevant factors at the proposed USCL sites which would have any effect on the performance of the contract and / or the cost. The Bidders are advised to visit the proposed locations (at its own cost) and due-diligence should be conducted before the pre-bid meeting/ bid-submission.

The Bidder is expected to make a site visit to the proposed sites to obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into contract. Obtaining such information shall be at Bidder's own cost.

Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for the providing services before entering into contract will in no way relieve the successful Bidder from performing any work in accordance with the Tender documents.

It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents. The USCL shall not entertain any request for clarification from the Bidder regarding such conditions.

It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by USCL and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by USCL on account of failure of the Bidder to appraise themselves of local laws and site conditions.

2.18   Modification and Withdrawal of Bids

No bidder shall be allowed to withdraw or modify the bids after submitting the bid.

2.19   Opening of Technical Bids

USCL will open the hard copies of the Technical Bid, in the presence of one authorized representative of the Bidder who chooses to attend, at the time, date and place, as mentioned in *NIT* of this RFP. Opening of tenders in the online portal shall be done on or after the time mentioned in the NIT.

2.20   Evaluation of Bids

The evaluation process of the tender proposed to be adopted by the USCL is indicated under this clause. The purpose of this clause is only to provide the Bidders an idea of the evaluation process that the USCL may adopt. However, the USCL reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever.

2.20.1 Preliminary Examination

The USCL will examine the bids to determine whether they are complete, whether the bid format confirms to the Tender requirements, whether required EMD has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

A bid determined as not substantially responsive will be rejected by the USCL and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

2.20.2 Clarification

When deemed necessary, during the tendering process, the USCL may seek clarifications or ask the Bidders to make Technical presentations on any aspect from any or all the Bidders. However, that would not entitle the Bidder to change or cause any change in the substance of the tender submitted or price quoted.

2.20.3 Evaluation of Bids

Pursuant to the pre-qualification criterion bidders will be short-listed for technical bid.

At the stage of technical evaluation, USCL will assign points (quality of services score) to the pre-qualified bidders based on the technical evaluation criterion prescribed in this RFP. To qualify the technical evaluation stage, the bidder must score a minimum of **75 marks**.

The commercial bids of the technically qualified bidders as specified above will then be opened and reviewed to determine whether the commercial bids are substantially responsive in respect of commercial considerations. The **evaluation will be made on thebasis of Least Cost or L1**, the bidder with the lowest cost would be declared successful.

Additional information/clarification – USCL reserves the right to ask for any additional information, as it may deem necessary to evaluate the bid proposal. Bidders that fail to submit additional information or clarification as sought by evaluation committee within 7 days of date of letter requesting for such additional information and/or

clarification from USCL, their bids will be evaluated based on the information furnished along with the bid proposal.

2.20.4 Pre-Qualification Evaluation Criteria

The bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements, as described in the tender document. The bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully provide the services sought by the USCL for the entire period of the contract. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the Tender document else the bids shall be summarily rejected.

The invitation to bid is open to all bidders who qualify the eligibility / pre-qualification criteria as given below:

#	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	The Bidder(s) should be "entity / entities" registered under an appropriate act of parliament or laws of state legislature in India. In case of a consortium, maximum two members in a consortium are allowed, including the Lead Bidder.	A valid copy of "Certificate of Registration" from Government Authorities including "name change certificate" (if any). MOU for Consortium highlighting the Lead Bidder, broad scope of work and agreement to enter into Consortium Agreement in case of award of work.
2.	GST Registration	The Bidder(S) should hold valid GST Registration	Copy of the GST Registration Certificate.
3.	Turnover	The Sole Bidder or the Lead Member of consortium should have average annual Turnover of ☐ 15 Crore for last 3 audited financial years.	Certificate from the Statutory Auditor

4.	Experience	The Sole / Lead Bidder or Lead Member or any member of its consortium should have successfully supplied and implemented
		
		at least 1 (ONE) Smart Class project coveringat least 50 Classrooms; OR
		
		at least 2 (TWO) Smart Class project coveringat least 30 Classrooms EACH; OR
		
		at least 3 (THREE) Smart Class project coveringat least 25 Classrooms EACH.
		
		Smart Classroom will be defined as those having the following components:
		
		    A. Content for Classes in School
		
		    B. at least 2 of the following components:
			Copy of Contract / Work Order / Completion Certificate, etc.

#	Basic Requirement	Specific Requirements	Documents Required
		i. Smart Classroom Boards ii. Projectors implemented in smart classroom iii. Implementation of web based School Management Systems. iv. Training of teachers / educationists / students in using / operating the smart classroom infrastructure. Bidders having integrated solutions for Boards, Projectors, etc. shall also be considered for both points i and ii above. Such work should have been completed within the previous 5 years as on the date of submission of bids.	
5.	Blacklisting	The Bidder(s) should not have blacklisted by Central/State Government/PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as on date of submission of the proposal.	Undertaking by the authorized signatory. (as part of the cover letter)

Bidders are required to meet ALL OF THE PRE-QUALIFICATION CRITERIA and submit necessary proofs regarding the same.

2.20.5 Technical Evaluation Criteria

The evaluation of the Technical Proposals will be carried out in the following manner:

- USCL will review the technical bids of the short-listed bidders to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at USCL's discretion.
- Bidders' technical solutions proposed in the bid document will be evaluated as per the requirements and guidelines specified in the RFP and technical evaluation criteria as mentioned below in this section of the RFP.
- Each Technical Proposal shall be assigned a technical score out of a maximum of 100 points.
- The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. Detailed Project citations and copy of work order, client contact information for verification, and all others components) as required for technical evaluation.

- At any time during the Bid evaluation process, USCL may seek oral / written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.
- USCL reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the technical evaluation process.
- The Commercial Proposals of Bidders who do not qualify technically shall be kept unopened in the e-Tendering system.
- USCL reserve the right to accept or reject any or all bids without giving any reasons thereof.
- USCL shall inform to the technically shortlisted Bidders about the date and venue of the opening of the commercial proposals.

The detailed criteria is as follows:

S. No.	Criteria	Basis for valuation	Max Marks	Supporting Documents
1	ORGANIZATIONAL STRENGTH		10	
1.1	Average Annual turnover in last 3 years (Turnover in Rs Crores)	Between 15.0 Crore &30 Crore (including both) (Marks: 3) Greater than 30 Crore (Marks: 4)	4	Copy of Certificate from the Chartered Accountant (Certificate submitted as part of Eligibility Criteria would be considered)
1.2	Full-time professional (Technical/Engineering, Managerial, Other required professionals) staff engaged in Similar projects (Number of Staff)	Between 20 & 100 (including both) (Marks: 3) Greater than 100 (Marks: 4)	4	A self-certification from authorized signatory/ authorized HR Department official of the bidder.
1.3	ISO 9001 Certification		2	Copy of the ISO Certificate to be attached.
2	RELEVANT PAST EXPERIENCE		50	
2.1	No. of similar Smart Classroom Projects. Such project should have been performed during the last five years. Each project should have at least 10 smart classrooms executed in the contract. Project should include Content for Smart Classrooms for schools and implementation of smart boards	1 Project (Marks: 8) 2 or more Projects (Marks: 10)	10	Copies of contract, work order, client certificates, etc.

S. No.	Criteria	Basis for valuation	Max Marks	Supporting Documents
	and / or smart projection systems.			
2.2	Organizations who have implemented web applications for Smart School / Smart Classroom solution or similar type of work. Such project should have been performed during the last five years.	1 Project (Marks: 8) 2 or more Projects (Marks: 10)	10	Copies of contract, work order, client certificates, etc.
2.3	Organizations who have implemented smart classrooms in a variety of classes. Contract should cover implementation of smart classroom content and smart classroom boards, etc. Such implementation should have been done within the last five years.	Implementation in 50 or more Classrooms shall be given 10 marks and if implementation is in lesser number of classrooms, proportional marks shall be given.	10	Copies of contract, work order, client certificates, etc.
2.4	Organizations who have provided trainings to teachers and students in topics related to smart classrooms	1 Project (Marks: 8) 2 or more Projects (Marks: 10)	10	Copies of contract, work order, client certificates, etc. These may be supported by a self-declaration stating the trainings provided and a brief outline content thereof.
2.5	Organizations who have implemented smart classrooms (Hardware and Software) in multiple schools in a single contract. These schools should be in different locations. However, they can be branches of same umbrella school.	1 school – 2 mark 2 school – 4 mark 3 school – 6 mark 4 school – 8 mark 5 school – 10 mark	10	Copies of contract, work order, client certificates, etc.
3	PROPOSED PERSONNEL	Comparative evaluation amongst the bidders, with approximately 30% marks for Qualifications, 10% marks for total	10	CV's to be attached.

S. No.	Criteria	Basis for valuation	Max Marks	Supporting Documents
		experience, 60% marks for relevant experience		
3.1	Project Manager		2	
3.2	Trainer		3	
3.3	Support Specialist		5	
4	Participation in EOI		10	Upto a maximum of 10 marks shall be awarded to those firms that have participated in the Expression of Interest.
5	ENHANCEMENT TO THE SPECIFICATIONS		10	
5.1	Increase in number of Classrooms covered (including all equipment and content proposed for a classroom). Such classrooms may be in the same or a different school located in Ujjain.	For every additional classrooms covered as part of the smart classroom infrastructure, 0.5 marks shall be awarded.	3	Confirmation provided
5.2	Other enhancement to the specifications	Comparative evaluation between the bidders	7	Documentation submitted
6	Approach and Methodology	Understanding of the Solution as per the RFP and Functional architecture of the components proposed	20	
6.1	Detailed Approach	Proposal submitted	7	
6.2	Work Plan	Proposal submitted.	3	
6.3	Training Plan	Training plan submitted	3	
5.4	Innovative Ideas in project execution	Documentation submitted	7	
Total Marks			100	

Note: Authority reserves right to visit bidder's customer where such a similar project execution has taken place.

The Bidders who score 75 or more in the Technical Bid will be called as "**Technically Qualified Bidders**" and their proposals alone will be taken for further evaluation.

The technically qualified Bidders alone will be informed of the date of opening of the Commercial Bid. The Commercial Bids of technically qualified Bidders will alone be opened and evaluated. The decision of USCL will be final in this regard.

2.20.6 Evaluation of Commercial Bids

The Commercial Bid evaluation will be carried out as stated below:

- Commercial Proposals for the technically qualified bidders will be opened on the notified date and time and reviewed to determine whether the commercial proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at USCL's discretion and shall be intimated before the opening of the commercial bids.
- Total Cost of Bid (TCB) shall be calculated based on the commercial format given in the RFP.
- If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected.

2.20.7 Eligible Goods and Services, and OEM Criteria

The Bidder shall quote only one specific make and model from only one specific OEM, for each of the goods. Providing more than one option shall not be allowed. All goods quoted by the Bidder must be associated with item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the Bidder.

The OEM for each products or technology quoted should be in the business of that product or solution or technology for at least 3 (Three) years as on the date of release of the RFP.

All the OEMs should have authorized presence in India either directly or through channel partner(s) as on the date of release of RFP.

The OEM for all active components should give a declaration that products or technology quoted are neither end-of-sale nor end-of-life as on the date of installation and commissioning and are not end-of-support till the successful completion of O&M period of the project.

The bidder's proposed OEM should not have been blacklisted by any State /Central Government Department or Central /State PSUs as on bid submission date.

Adequate supporting documents pertaining to the above points, along with a summary compliance table, should be submitted in the proposal by the Bidder.

2.21 Final Evaluation of Bid

The cost indicated in the Commercial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Bidder to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price

shall be that of the Bidder. The Bidder shall bear all taxes, duties, fees, levies and other charges imposed under the Applicable Law as applicable.

The bidder with the Lowest (L1) VALUE OF COMMERCIAL BID will be declared as the "Successful Bidder".

2.22 Negotiations with the successful Bidder

As per the evaluation criteria specified above in this Tender Document, selection of the Successful Bidder will be made and such Bidder will be called for negotiations for improvement of scope of work and commercial terms. USCL reserves the right to negotiate with the Bidder.

While negotiating the following aspects are to be considered:

- To improve the Service Level Agreement (SLA) and the Quality of Services (QoS).
- Further reduction in the offer submitted.
- Advancing the commissioning schedule.
- To improve the quantity.
- Scope of training offered.
- Others as may be brought out to the notice of USCL.

2.23 Post Qualification and Award Criteria

An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event; the USCL will proceed to the next best evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

The Contract will be awarded to the successful bidder with the Lowest (L1) VALUE OF COMMERCIAL BID

2.24 Right to Vary Scope of Contract at the time of Award

The USCL may at any time, by a written order given to the Bidder, make changes to the scope of the Contract as specified on mutually agreeable basis.

If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Bidder's receipt of the USCL changed order.

2.25   Right to Accept Any Bid and to Reject Any or All Bids

The USCL reserves the right to accept any bid, and to annul the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the USCL action.

The USCL reserves the right to negotiate the commercials with the selected Bidder.

2.26   Notification of Award - Letter of Acceptance

Prior to the expiration of the period of bid validity, the USCL will notify the successful Bidder in writing by sending a Letter of Acceptance (LOA) using registered letter or by fax/e-mail, to be confirmed in writing by registered letter, that its bid has been accepted.

The Implementation Schedule will commence from the date of issue of LOA. The notification of award will constitute the formation of the Contract.

2.27   Forfeiture of Earnest Money Deposit

If the Successful Bidder fails to act according to the tender conditions or backs out after his tender has been accepted, his Earnest Money Deposit will be forfeited to USCL.

2.28   Signing of Contract

At the same time as the USCL notifies the successful Bidder that its bid has been accepted, the USCL will send the Bidder the Proforma for Contract provided in the Tender Document, incorporating all agreements between the parties.

Within 7 days of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to the USCL. If the same is not executed within seven working days, the Earnest Money Deposit (EMD) of the Bidder may be forfeited and their tender may be held as non – responsive and liable for rejection as per the discretion of USCL.

2.29   Performance Guarantee

Within 15 days of the receipt of LOA from the USCL, the successful Bidder shall furnish the performance security in accordance with the Terms & Conditions of Contract, in the form of Bank Guarantee of 5% of the total contract value in prescribed format.

Failure of the successful Bidder to comply with the requirement of this Clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

2.30   Contract Period

The Contract will be initially valid during the implementation period till Go-Live and the operation and maintenance period for three years after Go-Live.

2.31   Rejection Criteria

The right of final acceptance of the tender is entirely vested with the USCL who reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever. After acceptance of the tender by USCL, the Bidder should have no right to withdraw his tender, or claim higher price. The tender approving authority may also reject all the tenders for reasons such as change in scope of work, new technologies, and lack of anticipated financial resources, court orders, accidents or calamities and other unforeseen circumstances.

2.31.1   General Rejection Criteria

- Bids submitted without EMD or with inadequate EMD
- Conditional Bids
- If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process
- Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions
- Bids received by the USCL, after the last date prescribed for receipt of bids.
- Bids without signature of person (s) duly authorized on crucial documents of the bids. Crucial documents will include the Letters, Certificates, Declarations, etc. The determination whether the document is crucial or not shall be performed by the USCL.
- Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.

2.31.2   Technical Rejection Criteria

- Technical Bid containing commercial bid details.
- Revelation of Prices in any form or by any reason before opening the Commercial Bid
- Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder.
- Bidders not complying with the Technical and General Terms and conditions as stated in the Tender Documents.
- The Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.
- If the bid does not confirm to the timelines indicated in the bid.

2.31.3 Commercial Rejection Criteria

- Incomplete Commercial Bid.
- Commercial Bids that do not confirm to the Tender's Commercial Bid format.

2.32   Concessions permissible under statutes

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes, failing which it will have to bear extra cost where Bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax, etc. USCL will not take responsibility towards this. However, USCL may provide necessary assistance, wherever possible, in this regard.

2.33   Income tax liability

 The bidder will have to bear all Income Tax liability both corporate, service and personal tax.

2.34   Intellectual Property Rights

The bidder/System Integrator shall identify USCL against all third party claims of infringement of patent, copyright, trademark and trade designs arising from use of the goods or any part thereof in India.

The Bidder shall indemnify the USCL against all third-party claims of infringement of patent, trademark or industrial design and intellectual property rights arising from the use of the Goods or any part thereof.

3 Scope of Work and Terms of Reference

Ujjain Smart City Limited aims to enhance the learning outcomes of school children in government schools, using diverse techniques. One of the most effective techniques to achieve this is to empower teachers by training them to use interactive techniques and multimedia content. Administration believes that, students will have better learning experience which will lead to ultimate objective of improved learning by having the right mix of conventional teaching along with interactive multimedia techniques. The use of multimedia techniques in the appropriate manner shall help most of the students to grasp concepts in an easier way.

The interaction of technology and content with students and teachers during teaching- learning process, the students will be all the more attentive to what is being taught in the class. Hence, with the overall objective of improving learning outcome in mind, Ujjain Smart City Limited intends to setup smart class rooms in the selected Government Institutions of the Walled city area of Ujjain. For this purpose, bids are invited from competent bidders for the supply of equipment, installation, training and maintenance of the complete smart classroom system.

3.1 Project Objective

The key objectives of the project are:

      (1) To increase knowledge assimilation and retention amongst school children

      (2) To enhance learning by creating a non-stressful and interactive environment.

      (3) To enable access to quality educational materials

      (4) To provide better systems and solutions to the educationists

      (5) Increasing the educational outcomes, especially pass percentage and marks scored by students

      (6) To provide new and innovative tools to teachers and enable them to provide better education to students.

3.2 Brief Scope of work

The Scope of work for Implementation of Smart Classrooms in Government Schools in Ujjain shall include procurement, Installation and Management of Smart classrooms in select government schools and its operation and maintenance which will include training and hand holding. Broadly the scope of work (not limited to) are follows.

A. Design, Development, Customization of Multi-Media Content for Subjects

B. Procurement and installation of Hardware, Software, Networking (including Wi-Fi) and other Equipment related to Smart Classroom

C. Training and Hand holding

D. Management, Maintenance and Updating of Hardware, Software and Content

E. Help Desk Service& Online MIS and Dashboard

3.3 Detailed Scope of Work

The entire scope of work is required to be performed by the selected System Integrator.

3.3.1 Design, Development, Customization of Multi-Media Content for Subjects

- To procure and install all the commercial software required for the computer systems, namely, operating system, database, application software, etc. The bidder shall purchase these SW with app list out these SW in the bid proposal.

- To procure and install **all the content for smart education based on MP State board for Standards I to Std. XII of all subjects.**

- The content should be in the form of multi-media and should include the following at the minimum:
    - Videos: Short video snippets explaining the concept, including 2D and 3D animations, graphics, audio and video
    - Audio: Audio over video or audio alone.
    - Pictures
    - Text, for instance downloadable and printable content and material
    - Interactive media, for instance, Questions and Answers that may be used for assessment.

- To provide Computer Educational Software and Spoken Language software.

- All software and content updates may be done daily (As applicable). For this purpose, the system should be online and connected to the central system.

- The whole system is recommended to work on a SaaS (Software as a Service model), where education content is available on the local computer and content is updated online in real time.

- Development and maintenance of web portal for browsing content by registered users.

- Additional content may be made available which could be run during the free / available classes.

- The software and hardware of the System Integrator should be flexible in such a way that any additional multimedia content in the form of video, lectures, animations, pictures, videos and additional questions created by subject teachers could be added into the database via a pen drive or external hard disk and used in an effective and simple manner.

- The content should be able to be played in an offline mode.

3.3.2 Procurement and installation of Hardware, Software, Networking (including Wi-Fi) and other Equipment related to Smart Classroom

- Supply Computer Hardware and connected accessories (As per minimum or better specifications given in this Tender Document) and provide Textbook based Educational software, Computer Education software, Spoken English educational software, Safe use of Interneteducational software, for the contract period.

- Provide the 'structured' cabling as per the industry standards whereever required.
- The Bidder is required to perform works related to removal, modification and commissioning of boards, etc., including installation of white and existing green / black boards at appropriate locations in the class.
- Provide backup power through UPS in order to meetthe SLAs.
- Cover hardware warranty for the entire contract period.
- All services / equipment / software / hardware, adjunct or ancillary to the system defined in this RFP, but not specifically mentioned, shall be deemed to have been included in the Bidder's price proposal.

Internet Speed

The Bidders are required to assess the requirement of the internet speed that would be required for executing the assignment, including updating the content.

Procurement and installation of Internet and Wi-Fi

Internet and campus Wi-Fi is envisaged in all the selected schools covering the smart classes as part of this contract.The selected Systems Integrator (SI) shall have the overall responsibility to design, build, implement, operate, and maintain the Campus Wi-Fi. SI will have to maintain the implemented system for the contract period.

The detail work to be undertaken by the Successful Bidder for setting up & operationalisation of the Project is given in subsequent sections and is to be performed as per the specifications and conditions mentioned in this Tender.

The following steps should be undertaken in installation of the Internet / Wi-Fi

1. Finalise the access point distribution and exact locations of the access point at different campuses in consultation with the Department
2. Finalise the Bill of Material for the number and type of the access points to be implemented
3. Finalisation and submission of a detailed technical architecture and submission of a detailed plan
    a. Scalability to meet the growing needs, including integrating with the existing Computer LAB of the Network, Provision of Schools to increase the network speed in negotiation with the selected Vendor.
    b. Ensuring High Availability, including measures such as provision to provide access from multiple ISP's,
    c. High Security including use if industry standard firewalls, use of SSL / VPN and carrying out independent security audit.
    d. Manageability by open standards
4. Design the Wireless LAN connectivity requirements at locations
5. Supply, install, commission & configure access points
6. Training to the Department & Campus Personnel for operationalisation of the system

Guidelines for Internet and Wi-Fi installation

- The Wi-Fi network for each campus would be a secured network. The security of the network would be ensured through unified threat management device, configuration of Wi-Fi controllers and access policies. There would be apt provisions for boundary restriction security.

- Access to the unethical content like pornography, uTorrent, hacking websites, etc. would be restricted in the network.

- Next-generation firewalls shall keep out malware and other threats.

- Inappropriate traffic and applications will be out from the network and students by using content filtering tools.

- Role-based access controls should be used to distinguish various types of users – teachers, administrators, students and parents. User authentication will allow only authorized users and devices to access the network. There would be provision for secure authentication to the access the Wi-Fi system. Such authentication could be a mix of MAC ID based authentication and / or a user id + password based authentication.

- Visitors or guests would be given an 8 hour access based on the access application and approval from competent authority.

- The infrastructure would be capable of pushing any configuration / policy to managed devices and nodes from the Control and Command Centre.

3.3.3   Training and Hand holding

The SI shall be required to prepare and organize training programs to facilitate the user departments in the efficient usage of the whole system. The SI shall provide training as per the proposed training plan schedule to be shared with the client.

The SI is required to conduct a Training Needs Analysis of all the concerned staff and draw up a systematic training plan in line with the overall project plan. For all these training programs the SI has to provide necessary course material and reference manuals (user/ maintenance/ administration)

The SI shall provide training to system users to efficiently use the system. The staff thus trained would subsequently train the other staff as required.

Based on the roles and responsibilities of the client officials at various levels, the training plan should be proposed; it should address level wise functional and general training requirements in accordance with the existing skillset and capacity of the officials.

The SI has to provide Application Training for approximately 200 Teachers, 20 Users / Admins in various aspects of application use and System Administration. A Batch size would not in normal cases be more than 20. Training Room will be provided by the Client. Training would be held at various locations in the State that would be discussed with the SI.

"Train the Trainer" Training would need to be provided to approximately 10 personnel in each of the modules.

A detailed training schedule, including the dates, areas to be covered, time and the training literature (to be supplied to Client) at various stages of the training cycle and feedback for effectiveness will be agreed to by both partiesduring the performance of the Contract.

Training shall encompass the knowledge of detailed functionalities of department specific modules for each of the concerned departmental users along with basic functionality of the entire solution

For imparting training; SI will have to provide training material, trainer, along with training infrastructure such as, overhead projector, etc., Trainings shall be provided as per the training schedule.

Training shall be imparted in Hindi and English language as per the requirement of the trainees. The printed manuals and training manuals should also be available in Hindi and English Language.

SI is required to provide CBT for each of the functional module on the intranet / intranet / soft copy / CDROM for reference of the departmental users. CBT has to be in both Hindi and English Language.

The SI should create an online examination, evaluation and feedback system for use during training.

3.3.4 Management, Maintenance and Updating of Hardware, Software and Content

- Maintain the hardware and Software procured and installed as part of the project.
- Provide the Technical Support and training and hand holding for the smart class room systems.
- Resolution of any bugs & issues including bug fixing, improvements in presentation and/or functionality and others within a duration mentioned in SLAs.
- Provide the latest updates, patches / fixes, version upgrades relevant for the software components.
- Software version control and software documentation management.
- Procure all licenses (which should be perpetual in nature) in the name of the Client.
- Resolve promptly any issues as per SLA. An escalation matrix should be prepared and shared with USCL for resolution of all issues.
- Keep track of the version control of the software applications.

The Bidders are required to ascertain that in case of any change announced in the syllabus by the relevant authorities, updated content (in addition to the existing content) should be made available before the expiry of One Month from the date of such announcement.

Operations & Maintenance / Technical Support

Operations and Maintenance shall be performed for a period of 3 Years after Go Live of the entire solution.

The bidder shall provide all product(s) and documentation updates, patches/ fixes, and version upgrades within 15 days of their availability/release date and should carry out installation and make operational the same at no additional cost to the Client.

Maintenance activity should be planned in such a way that the same results in zero down time for users i.e. ideally to be completed during off business hours (06:00 PM to 06:00 AM next day), with prior approval

The SI would be responsible for end to end infrastructure management during the entire project period. To enable IT support and administration, the SI needs to plan and deploy experienced manpower so as to maintain availability of services and SLAs. Infrastructure Management includes the following activities:

- Design of an appropriate System Administration policy with precise definition of duties and adequate segregation of responsibilities and obtaining the approval for the same from the Client.
- Overall management and administration of infrastructure solution including servers, networking & security components, storage solution etc.
- Performance tuning of the system as may be needed to comply with SLA requirements on a continuous basis.
- Security management including monitoring security and intrusions into the solution.
- Monitor and track server and network performance and take corrective actions to optimize the performance on a daily basis.
- System administration tasks such as managing the access control system, creating and managing users etc.
- Data storage management activities including backup, restore and archival etc.
- Attend to Client's user request for assistance related to usage and management of the newly developed IT System.
- The selected SI undertakes to ensure that regular back-up copies of data are created and maintained safely.
- Network Administration & Management consists of the following activities but not limited to:
  - Administering User IDs,
  - Network analysis and performance optimizing,
  - Continuous monitoring and management of network during the working hours on each working day and restoration of breakdown within prescribed time limits,
  - Ensuring network security and database security at all times.
- Design of Network Administration Policy and getting it approved from Client for effective and efficient management of Network resources. Network Administration would broadly include the activities:
  - Network devices configuration,
  - Management and tuning for optimum performance,
  - Tracking the network status,
  - Availability and taking the remedial and preventive actions in case of problems,
  - Network fault isolation and resolution,
  - Monitoring of network performance and escalation of performance deterioration to concerned authorities and take remedial actions to resolve such issues,
  - Implementation/ modification of network routing policies,
  - IP addressing policy as required and Documentation related to network configuration, routing policies, IP addressing scheme etc.

- The SI would also be responsible for resolution of all associated application, infrastructure and technical issues related to the infrastructure of the project. For the same the SI would be required to position a centralized team at the data centre to take care of the day to day technical issues.

- Perform SLA Monitoring with the help of NMS and EMS monitoring tools and system logs/counters.

- Auto-generation of MIS reports and alerts.

- The SI would be responsible for implementing measures to ensure the overall security of the solution and confidentiality of the data. The SI would monitor production systems for events or activities, which might compromise (fraudulently or accidentally) the confidentiality, integrity or availability of the Services. This monitoring should be through the security controls including:

  - Real-time intrusion detection tools

  - Audit review tools

  - Manual processes

The SI would develop and deploy a detailed security policy for the solution implementation & maintenance in adherence to policies and procedures as laid by ISO, PCI, CERT-IN, and GoI and provide automated compliance reports without minimal manual intervention. The security policy developed by the SI should be updated to keep the security recommendations current and the same should be implemented for the solution. The SI with the co-operation of appropriate, appointed representatives of Client would manage the response process to security incidents. The incident response process will seek to limit damage and may include the investigation of the incident and notification of the appropriate authorities. A summary of all security incidents should be made available to the Client by SI on a weekly basis. Significant security incidents should be reported on a more immediate basis

The SI would produce and maintain system audit logs on the system for a period agreed by the SI and the Client, at which point they will be archived and stored at off-site or as desired by Client. The SI would deploy tools for automated correlation of audit logs for relevant security exceptions in real time or in near real time and take immediate remediation action.

The application developed by the SI has to be maintained for a period of 3 Years post "Go-Live". The SI has the responsibility to make it available as per SLA requirements.

Facility Management Services (FMS)

- All the hardware shall be covered under AMC and / or insurance. SI shall maintain adequate spares to meet the SLA & Tender requirements. The connectivity shall be maintained as per SLA & tender terms & conditions. The SI shall engage in necessary mock Disaster Recovery drill to ensure "Business-as-usual" status continuously. The SI shall plan for preventive maintenance strategies to ensure the availability of hardware in the project. The following activities should be part of the FMS services extended by the SI to the Client:

- The AMC for hardware provided at all the Client locations by the SI immediately after starting the implementation should also cover the period from the commissioning of the hardware to the Go-Live and shall be co-terminus with the contract period.
- AMC for Data Centre, etc. infrastructure should be provided
- Maintenance of Network Connectivity to meet the SLA requirement. The SI should deploy adequate technical support manpower to ensure high availability of the connectivity.

Operation & Maintenance

- The SI shall deploy adequate manpower for overall operation, maintenance & management of the solution. The O & M team shall be by the SI shall take care of all networking, hardware maintenance and & software related issues. All issues shall be centrally tracked & monitored through a help desk system. The front-ending support staff shall have L2 level domain professionals who need to be available for resolution. These L2 domain experts shall be headed by a set of zonal in-charge & a project manager. Zonal in-charge shall take care of administrative activities in their respective zones through the support staff. The SI shall ensure necessary on-job training is given to their support & zonal in-charges.
- The MIS reports of the effective performance, utilization of the resources are to be submitted periodically to the Client.

User support (Help Desk) / hot line

User Support would be required during all working hours (and extended hours in essential cases). The following modes of support must be provided:

- Assistance through Telephone
- Assistance through E-mail
- Assistance through online help/Chat
- Assistance through direct visit.

Initially the problem could be notified and corrected over the phone. However, if the problem is of a complex nature it should be escalated or assigned appropriately to the designated level for analysis and rectification.

The SI will create a computer based system to log all incidents, either observed or reported. These would be assigned a priority and managed as per industry standard procedures. This system shall be implemented immediately before supply of all User Hardware or the first user related services / supply is on board and system and manpower for assistance shall be adequately deployed by the SI.

Unresolved issues should be automatically escalated to the next level if not resolved to the satisfaction of the user within the time concerned. Except for the case of working of the External portal, it is expected that normally all issues will be logged and raised within working hours on working days. Any unreasonable delay in issue resolution may attract a penalty as decided by the Client.

The Vendor is required to produce a periodic (daily / weekly / monthly) report and MIS containing details of issue, raised by, resolution, time and SLA adherence in a format as required.

Application Software Enhancements / Modifications Customizations

In case the Client requires any modifications or enhancement in the deployed application, the services of the SI's staff as per the requirement of the Change should be deployed. This change would form the part of change management process, SI will be asked to submit a formal change request note along with the man-month effort estimation and schedule of deployment of resources.

SI is required to deploy three full time personnel resources for maintenance / enhancement during the contract period.

If additional personnel resources are required, commercial rates specified by the SI for various categories of resources will be taken as base for reviewing the change request submitted by the SI. Post the approval of the Client, the Change request will be processed and the activity can be completed.

Post Implementation Services

SI would be completely responsible for the defect free functioning of the application software and would undertake following as part of ATS for Application Software:

- Resolve any issues including bug fixing, improvements in presentation and/or functionality and others within a duration mentioned in Service Level Agreement.
- Provide the latest updates, patches / fixes, version upgrades relevant for the software components.
- Software version management and software documentation management reflecting features and functionality of the solution.
- Annual Technical Support (ATS) for all Software components Supplied under this project
- Provide the latest updates, patches / fixes, version upgrades, etc.
- SI has to ensure that annual technical support is available for all the software application/ modules and operating systems, databases is available for the entire O&M phase.
- Software version management and software documentation management reflecting features and functionality of the solution.
- Database / Application Software tuning to enhance the performance of the overall system
- Undertake regular, proactive Database Management activities.

Infrastructure Management

Infrastructure Management includes the design of an appropriate System Administration policy with precise definition of duties and adequate segregation of responsibilities and obtaining the approval for the same from the Client. System Administration includes the following activities:

- Overall management and administration of infrastructure solution including servers, security components, storage solution, Networking equipment, Lease lines and others.
- The SI has to co-ordinate with other vendors, wherever required/applicable
- Performance tuning of the system as may be needed to enhance system's performance and comply with SLA requirements on a continuous basis.
- Security management including monitoring security and intrusions into the system to maintain the service levels as per SLA defined. SI will adhere to the Security Policy adopted by the Client.
- Monitor and track server performance and take corrective actions to optimize the performance on a weekly basis.
- Escalation and co-ordination with other vendors for problem resolution wherever required within stipulated time as mentioned in SLA.
- Data storage management activities including regular backup, restore and archival activities.
- Support to system users with respect to attending to their requests for assistance in usage and management of the application.

Whenever a component has to be replaced because of technical, functional, manufacturing or any other problem, it shall be replaced with a component of the same (or better) make and configuration. In case the component of same make and configuration is not available, the replacement shall conform to open standards and shall be of a higher configuration specifically approved by the Client.

Operational Support

The main objective of Operational Support would be to ensure efficient and reliable management of the IT infrastructure and services required for running the solution and related applications and hardware / networks during the contract period.

The support should cover all aspects of the following services (including but not limited to):

- Systems Administration
- Network Administration
- Database Administration
- Communication Management Services
- Disaster Recovery Services
- Software Update Management Services
- Maintenance Services
- Help Desk Services

Support must be for the entire duration of contract of entire equipment, including, but not limited to:

- Management of all servers, peripherals, network equipment and connectivity (that is the responsibility of the SI) to ensure at least 99% uptime.

- Resolving all problems pertaining to all servers, peripherals, network equipment and connectivity to ensure at least 99% uptime for all equipment. This would include interfacing with all other third party vendors, ISPs, agencies involved in running of the IT infrastructure.

- Resolving all problems and issues at all locations with respect to anything concerning the application.

- Carrying out preventive maintenance in addition to corrective maintenance.

- Systems administration activities such as managing security / access systems, ensuring server backups, disk management etc.

- Replacement of systems / equipment that is non-functioning.

- Any other related activities required to be performed.

Providing facilities management services shall be the responsibility of the SI during the contract period. Detailed descriptions of activities proposed to be covered under different area of service of Facilities Management are outlined below:

Systems Administration Services

Availability of system resources must be ensured under all circumstances. The Systems Support/Administration services should broadly include (but not limited to) the following:

- Taking system backups (Back up of Servers), client software, etc.

- Installation and Reload Support for Desktop OS and other licensed products to ensure appropriately working desktops.

- Installation and Reload Support for Server OS.

- Configuration, Re-Configuration, Patch Management for licensed products. (Applicable for Desktop OS and Server OS).

- Installation and Reload Support for Application software.

- Rectification of system software problems due to crashing or malfunctioning of the OS, RDBMS or front end (User Interface), within the time limits prescribed.

- Installation of upgrades of system software namely, OS (Both Desktop OS & Server OS), RDBMS.

- Guarding the systems against virus infections using the latest anti-virus tools and updates / upgrades.

- Ensuring that system components proactively alert in advance of failure.

- Support and maintenance of proprietary applications of different departments on the mutually agreed terms.

Network Administration Services

The Network Support / Administration services should broadly include (but not limited to) the following:

- Administering problems related to Creation/Updating/Deletion of User ID's/Accounts.

- Providing user level help in logging on to the Network and other related activities.

- Maintaining security and access protocols.

- Helping Users to use common resources on the Network. For instance, setting up of Network File Sharing to facilitate sharing of files and folders across the network.

- Continuous monitoring of network traffic, management of network & restoration of breakdown within prescribed time limits. The main services to be administered under Network Management include:

- Fault Management - Detection and communication of errant network behaviours.

- Performance Management - Reports must be generated on a regular basis for networked systems.

- Configuration Management

- Security Management - Network usage must be monitored to identify and repel unauthorized users.

- Accounting Management - Network usage must be monitored to measure system resources consumed.

- Co-coordinating with warranty providers for repair/replacement of faulty hardware / software / points / cables and other related issues.

- Replacement of defective and defected equipment during the contract and maintenance period.

- Support for Network Base lining and Optimization – Base lining process should:

- Gather statistics on hubs, routers, switches, servers, etc.

- Evaluate the logical and physical designs of the network.

- Review the performance of network applications.

- Provide a snapshot of current network operations when required.

Database Administration Services

The Database Support/Administration services should broadly include (but not limited to) the following:

- Installation & Configuration of Database servers.

- Efficient Management of Devices, Databases, User Accounts, Access rights & Transaction logs.

- Data Backups & recovery in case of database crashes.

- Setting up of alerts for monitoring performance of database servers.

- Fine-tuning of database server (operating system, if required)

- Handling queries related to import / export of databases and database utilities.

- Replication of data on mirrored databases.

- Data distribution and integration with other databases.

Disaster Recovery Services

The SI should work out the scope the recovery in light of the possible disaster scenarios. The solutions and possible pro-active measure should be worked and in place. These should include (but not be limited to):

- Daily backups of databases. The Bidders may choose appropriate locations for backups, including local based and / or cloud based to ensure data loss is minimized.

- Keep log of error messages encountered and remedial actions/measures taken.

- Ensuring a proper log of all the backups taken.

- Ensuring that proper and adequate storage (e.g. fire safe, moisture free environment) is provided.

- Ensuring that a duplicate premises is maintained with a mirror copy of all the databases

- Ensuring that a new version of the software is introduced in the production environment in a controlled fashion and is monitored for a reasonable period.

Software Update Management Services

The Software Update Management services should broadly include (but not limited to) the following -

- Re-Installation of the new versions of standard application software.

- Providing additional reports and additional functionality in existing modules

- Providing technical support to users

Hardware Upgrade Management Services

The Hardware Upgrade Management services should broadly include (but not limited to) the following

- Procurement, installing and commissioning of relevant Hardware equipment to make sure all hardware are performing optimally

- To upgrade hardware during the contract duration to meet the current demands of the user, data and other requirements as may be possible. This will include up- gradation of the Servers, Processor, Storage, Channels, Cabling, etc.

- Every six months, the SI is required to present an Upgrade document which details all the equipment installed with their detailed configurations, proposed upgrades and resultant impacts. The client may at its discretion allow or not allow the upgrades.

- Providing technical support relating to hardware issues.

Maintenance Services

Maintenance service should provide flexible support to meet the user's business needs. The maintenance services of systems should include (but not limited to) the following –

- Preventive maintenance – Should include carrying out the necessary repairs and fitting of replaced parts wherever applicable.

- The SI would arrange regular training / software workshops for improving the skills of the employees in proper usage of the hardware and its day-to-day maintenance.

Methodology

The O&M must adhere to minimizing any disruptions and equip the user to work in an efficient environment. These would include, but not limited to:

- Analysis and sizing up of the facilities to be provided in terms of hardware, software, connectivity, and personnel.
- Prepare and a detailed plan for the maintenance of the resources and implement the same.
- Produce a written manual specific to the organization for the operations of the team and clearly stating their responsibilities.
- Document a detailed mechanism for redress of user problems. The analysis of the problems and their solutions should be identified and a plan of action for immediate, short term and long term must be worked out.
- Monthly meetings with management must be held to discuss the performance during the month.

Expected Outcomes and Deliverables

The major outcomes of the project at the minimum include (but not limited to) the following:

- Simplified Support Management
- Integrated Services
- Consistent Delivery of support services.
- Reduction in System interruptions and Downtime and system for data recovery.
- Improved user satisfaction

The major deliverables of the project at the minimum, including but not limited to the following:

- Reporting formats for Facility Management
- Periodic (Daily / Weekly / Monthly) summary of all Facility Management Services provided.
- Ad-hoc inspection reports.
- Manual containing the solutions to the frequently encountered problems, compiled with the assistance of Facility Management Personnel
- Comprehensive maintenance and support for the entire IT infrastructure

Periodic Security and Performance Testing & conformance

SI shall conduct Security and Performance testing by any CERT-IN empanelled agency designated by the USCL. All Non-conformance & vulnerability aspects need to be immediately mitigated & closed before 2 weeks of succeeding quarter. In case of any default there would penalty levied as per SLA & Tender conditions.

SLA monitoring

The Service Level mentioned in these tender needs to be captured, analysed & reported to the USCL. The Department Nodal Officers and their agents shall review the SLA reports & ratify the same. Based on the

ratification, PIC shall approve the SLA/performance report. The SI shall get his payment after deducting penalties, if any.

3.3.5   Help Desk Service and Online MIS Dashboard

- The bidder will provide help desk services which will serve as a Single Point of Contact (SPOC) for all incidents and service requests. Online MIS Dashboard must be used by these help desk services for reporting all smart class related issues apart from other means of reporting. The scope of work includes:
    - Help Desk facility for reporting issues / problems with the IT infrastructure.
    - Help Desk facility for reporting issues / problems with related to software and content.
- Set up all necessary channels for reporting issues to help desk. The incident reporting channels will be the following:
    - Online MIS Dashboard Help Desk system.
    - Specific E-Mail for raising a service request.
    - Dedicated Phone Number
    - Remote assistance for quick resolution
- The Help Desk shall undertake the following activities:
    - Log issues / complaints related to IT and facility management at the school under the scope of work on the Online MIS Dashboard and issue an ID number against the issue / complaint.
    - Assign severity level to each issue / complaint.
    - Track each issue / complaint to resolution using the Online MIS Dashboard.
    - Escalate the issues / complaints, to department if necessary as per the escalation matrix to be defined in discussion with USCL.
    - Provide feedback to USCL.
    - Analyse the issue / complaint statistics.
    - Creation of knowledge base on frequently asked questions (FAQs) to aid the users.
    - On department request provide detailed reports of all incidents raised by users and resolution time using Online MIS Dashboard.

Online MIS Dashboard

- The bidder is required to provide an Online MIS Dashboard for monitoring, controlling and reporting of all activities. There will be different levels of reporting, namely, Teachers, principal, DEO, USCL. The look and feel of the dashboard shall be approved by USCL or a Committee comprising USCL, education experts, DOE.
- System will facilitate datagathering from various intervention, locations, analyse and present the information in an appropriate manner for decision making.
- System will help to monitor the computers and should be able to produce different reports about uptime, downtime and idle time of all the systems. System will also facilitate generation of analytical reports to verify compliance with the SLA by the bidder.

- A simple MIS / Excel sheet shall also be provided and maintained for any assets supplied by the System Integrator to various locations.

3.3.6   Operational Acceptance Testing / Go Live

The Client (with the assistance of the System Integrator) will perform the following tests on the System and its Subsystems following Installation to determine whether the System and the Subsystems meet all the requirements mandated for Operational Acceptance.

The primary goal of Testing & Acceptance would be to ensure that the project meets requirements, standards, specifications and performance prescribed by the RFP by ensuring that the following are associated with clear, quantifiable metrics for accountability:

- Functional Requirements
- Availability
- Performance
- Security
- Manageability
- Project Documentation
- Data Quality

The project is to be designed to meet all functional, non-functional and management requirements as mentioned in the RFP

The Client will accept the commissioning and project Go-Live only after successful User Acceptance Testing confirmation from all respective departments. The departments will assess the functionality of the system along with the required outputs and MIS reports based on requirements/solution proposed in FRS, RFP, SRS, SDD and other documents to give final acceptance to the system.

A team comprising of representatives from Client, SI and respective departments will verify satisfactory performance of all the components of the solution with reference to requirements/solution in the FRS, RFP, SRS and documents.

Any delay on account of Government side procedures such as issuance of Government orders, logistics arrangement at site offices, personnel deployment, power supply, network connectivity and bandwidth etc. should not be considered for acceptance. In case such a delay occurs, the acceptance should be completed for those modules where these procedures are not impacting.

- Security Audit of the IT Infrastructure - SI is also required to conduct security audit of the entire IT infrastructure carried out by the third party and should be carried out before the Operational go-live of the entire system.
- Infrastructure Compliance Review - On receipt of hardware delivered by the SI, Purchaser will physically check all packages & boxes to check that the items are received as against the quantities & specifications indicated by the SI in its Bid. All System software being provided must be the latest & complete with all manuals. They must include the licenses, media (CD / DVD ROM / Pen Drive) and certificate of authenticity. On establishment of the network, installation & integration of the various components of the

networks, Purchaser will carry out acceptance testing of the network/ integrated system to verify the conformity of the performance against the requirements and specifications provided in the RFP and/or as proposed in the bid submitted by SI. A burnout test for the servers shall be carried out for 72 hrs by the SI in presence of the Client.

- CERT-IN / STQC certification for the services on central application, web-portal and other modules has to be taken before the Go-Live of the project.

The Bidders are expected to provide for their own bandwidth for testing / installation purposes.

The Acceptance Test shall include unit test of each and every function and facility of the Web-Portal, Core modules and other functionalities of the solution. The functional requirement for the solution has been shared in the Terms of Reference. The system developed/customized by SI may be reviewed and verified by the third party agency against the Functional Requirements signed-off between SI and Client.Any gaps, identified as a severe or critical in nature, shall be addressed by SI immediately prior to Go-live of the system. The Acceptance Test shall include checks for all cross-functional and Inter-module integration and data flow requirements

Acceptance of the system shall be based on the integrated performance of Hardware, Software and Networking. The specification for Hardware and Networking shall be carefully specified by the System Integrator so as to ensure the desired level of performance of the Solution. Performance of the application is measured based on the throughput and latency of the system. The performance test will include following components:

- Determination of performance metrics based on the Services level requirements mentioned in RFP
- Designing performance tests
- Development of workload
- Performance testing
- Identification of bottlenecks and providing solutions
- Determining final performance figures.
- Communication of final results to all stakeholders

Final Acceptance Testing – Pre- requisites of Final Acceptance shall have the following:

- Installation & commissioning of all hardware, software supplied under this RFP including deployment of Helpdesk
- All documentation and relevant acceptance test document (including IT Components, non IT components).
- Installation and commissioning shall include installation and commissioning of IT, non – IT components across project locations/ Client sites and at DC & DR Site
- For both IT & Non-IT equipment / software manuals / brochures / Data Sheets / CD / DVD / media for all the supplied components
- Availability of all the defined services shall be verified and mutually agreed between Client and the SI
- SI shall be required to demonstrate all the features / facilities / functionalities as mentioned in the RFP

Acceptance by Client is subject to satisfactory response from respective departments for all Modules and core application. Only after the satisfactory response from the entire stakeholder department, UAT report will be accepted by Client and the UAT phase will be considered completed. After the successful completion of the Final Acceptance Test, the client will award an Implementation Completion Certificate to the SI.

Security & Performance Audit

SI shall be responsible for conduct application Vulnerability assessment, security & performance audit done by any CERT-IN empanelled agency. Only on successful clearance report through a compliance audit done by the same agency i.e. post SI addressing all the Non-conformance & vulnerability aspects the application is deemed ready for Go-live. In case of any default there would penalty levied as per SLA & Tender conditions.

3.3.7 Exit Management

This Schedule sets out the provisions, which will apply on expiry or termination of the contract. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

Transfer of Assets

SI shall be entitled to use the Assets for the duration of the exit management period, which shall be the four month period from the date of expiry of contract, or termination of the contract.

Confidential Information, Security and Data

SI will promptly on the commencement of the exit management period, supply to the Client or its nominated agencies the following:

- Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to E-Governance Project, Project's Intellectual Property Rights; any other data and confidential information related to the Project;
- Project data as is reasonably required for purposes of the Project or for transitioning of the services to its Replacing Successful SI in a readily available format.
- All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the Client and its nominated agencies, or its Replacing the SI to carry out due diligence in order to transition the provision of the Services to Client or its nominated agencies, or its Replacing the SI (as the case may be).
- All Intellectual Property Rights (IPR), source code, etc. developed as a result of this contract.

Hand holding and knowledge transfer support

In case of project contract expiry, SI shall ensure that the identified officials of Client are given proper handover and Knowledge transfer at least 6 months prior to the completion of contract period and only on acceptance of the role by the identified officials of Client, the contract completion certificate along with the last payment to the SI will be released.

System Integrator would be required to provide Handholding support to the Client personnel at least 6 months prior to the completion of contract period. As part of handholding support the System Integrator will provide one qualified and trained person exclusively per Department for a specific period to handhold the Client staff and ensure that the staffs in that Department are able to use the newly developed solution on their own by the end of the handholding period. Handholding support would be required only after the successful commissioning of Application and the necessary infrastructure and completion of capacity building and change management initiatives in respective offices. The deployed qualified trained person would support the office during the office hours on all weekdays and may remain off from duty on Sundays. However, if situation demands the trained person shall remain present late during the day or on the holidays (including Sundays).

As part of handholding the SI will be required to provide comprehensive training to the concerned staff members of the Client and other concerned officers regarding implemented solution on continuous basis for a specific period and help them to resolve their issues with the newly developed system on a day to day basis to meet the Service Levels mentioned for Handholding support. The training should be focused on providing knowledge transfer to the staff members of the Client so as to increase their awareness and acceptability of the application and the new computerized system as a whole.

The SI would bear the cost of providing the training; supply of course material, any consumables, and IT infrastructure required for training etc. while Client would provide the training premises.

Continuity of operations:

As and when newer versions of system or application software are introduced within the currency of handholding support, SI would provide required training documentation along with each release of patch / upgrade and would provide training to the concerned officers.

In case of new additions to the staff members in Client, the SI would be required to provide the aforementioned training to them as well, during the currency of handholding support.

Employees

Promptly on reasonable request at any time during the exit management period, the SI shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to Client a list of all employees (with job titles and communication address) of the SI, dedicated (full time or partly, including history of such employees / personnel / consultants who have provided services on this project) to providing the services at the commencement of the exit management period;

To the extent that any Transfer Regulation does not apply to any employee of the SI, Client or Replacing SI may make an offer of employment or contract for services to such employee of the SI and the SI shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the Client or any Replacing SI.

Rights of Access to Information

At any time during the exit management period, the SI will be obliged to provide an access of information to Client and / or any Replacing SI in order to make an inventory of the Assets (including hardware / Software / Active / passive), documentations, manuals, catalogues, archive data, Live data, policy documents or any other material related to the E-Governance Project.

Exit Management Plan

In case of the expiration / termination of contract, the SI is required to present an Exit / Handover Plan detailing the various activities including roles and responsibilities during the transition at least 6 months before the expiration / termination of the Contract. The client shall request amendments and / or approve changes to the plan which shall then be executed by the SI. Detailed steps to be followed before and after the transition will need to be placed and the potential impact on all stakeholders must be documented. It is estimated that the execution of the plan will take not less than one month. The SI will ensure a successful handover of all facilities to the Client and provide all necessary support and documentation for the same.

- SI shall provide Client with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition.

- A detailed program of the transfer process that could be used in conjunction with a Replacement SI including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;

- Plans for the communication with such of the SI, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on E-Governance Project's operations as a result of undertaking the transfer;

  o Plans for provision of contingent support to E-Governance Project and Replacement SI for a reasonable period (minimum one month) after transfer.

  o SI shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.

  o Each Exit Management Plan shall be presented by the SI to and approved by Client or its nominated agencies.

  o The terms of payment as stated in the Terms of Payment Schedule include the costs of the SI complying with its obligations under this Schedule.

  o During the exit management period, the SI shall use its best efforts to deliver the services.

  o Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

This Exit Management plan shall be furnished in writing to SI or its nominated agencies within 7 days from the receipt of notice of termination or six months prior to the expiry of Agreement.

Knowledge / Systems Transfer and Lessons Learned

As part of this assignment, the selected SI would be required to proactively transfer the knowledge, know-how and other "soft tools of trade" to the Purchaser.

The Knowledge Transfer should include the mandatory Training plan and may contain one or more of the following:

- Handholding Technical Staff enabling them for Systems Development Work
- Handholding Systems Administration Staff to ensure effective administration and monitoring of the solution and in performing any emergency fixes as may be required.
- Coordinating with senior staff in day to day Project Management to enable them to effectively manage IT projects.

The SI is encouraged to use techniques as Work Shadowing and other standard acceptable tools and techniques so as to ensure that the Client and the SI personnel operate as a good team from the beginning of the project.

3.3.8   Documentation Requirements

The SI will provide documentation, which should follow the ITIL (Information Technology Infrastructure Library) standards. This documentation should be submitted as the project undergoes various stages of implementation. Indicative list of documents are provided here.

All documents prepared should be submitted to the client for review and filed appropriately by the SI until the end of the contract period, when all the artefacts should be handed over to the client.

End-User documents:

- User Manuals: For all the Application Software Modules, required for operationalization of the system.
- System Manual: For all the Application Software Modules, covering detail information required for its administration.
- Installation Manual
- Any other documentation that is required or necessary as directed by the Client.

Technical Documents:

- Project Commencement Documentation: Project Plan in giving out micro level activities with milestones & deadlines.
- Equipment Manuals: Original Manuals from OEMs.
- Training Material: Training Material will include the presentations used for trainings and also the required relevant documents for the topics being covered.
- Test Plans and Test cases (including Unit Test Plan, System/Integration Test Plan, User Acceptance Test Plan, Security Test Plan, Load Test Plan, Regression Test Plan)
- Software Testing Documentation (including details of defects/bugs/errors and their resolution)
- Source Code & Versioning document
- Inspection and testing procedures manual including QA Policy as per STQC framework and Procedures for the software/hardware equipment
- Software Design Document
- Periodic reviews (at least once every quarter) shall be carried out for measurement of effectiveness for each of the process implemented.
- Escalation Mechanism
- Exit Management Plan
- Any other document(s) deemed necessary for implementation, operation and maintenance of the overall system.
- Any other documentation that is required or necessary as directed by the Client.

The formats of the document shall be finalized in consultation with the client. The SI will ensure Upkeep & continuous updating of all documentation and manuals.

3.3.9 Miscellaneous Requirements

The following are the broad level miscellaneous requirements to be met by the system:

- General Requirements: Unless otherwise specified, all shared output and input devices must be capable of handling A4 and A3 standard sized paper apart from Legal and Foolscap paper sizes.

- Printers: the solution must be able to have reports printed in A4 and A3 size standard paper.
- Scanners: the solution developed should be able to accommodate scanned images in varied formats as JPEG / ISO-TIFF / BMP, etc.

Data

- Ability to import data from word, excel and other popular formats. Ability to import data from Oracle, SQL Server and other database as required
- Ability to export data to email as attachments

Security

- Data encryption in storage and transportation
- Role, Task, User, Screen and Field based security
- Implementation of Digital Signatures
- Implementation of Trusted System (hardware and software) identifiers
- Isolate sessions such that crashes in one session do not affect the other
- Provision of using digital signatures
- Monitor and track viruses and network attacks
- Provision of Biometric (Finger Print) based system logins.

Architecture and Integration

- Application should be Web-enabled, i.e., all functions can be accessed over internet / intranet where each client can connect to centralized infrastructure in an online mode.
- As an exception, it is envisaged that in case of application for Primary Milk Supply Society, a standalone application shall be developed that should have the capability to periodically update the data to the centralized infrastructure.
- Content delivered via a web browser must be compliant with W3C standards. Solution supports the latest and pre-latest major releases of the following web browsers as Internet Explorer, Firefox, Chrome and Safari.
- Solution provides toolset(s) accommodating application maintenance, report design, development, generation, and distribution, Security administration, Archiving, Purging, Recovery of data, Re-start,
- Public facing portals support multiple languages - English and Hindi are a Requirement
- Ability to configure all screens with "branding" for USCL / Smart Cities / Schools, etc.
- Solution supports Attachments of files as database content, reference to file server or files in a document Management system

Others

- Provision of automated script for taking backup

- Provision of printing at every stage

- Provision of generating separate printing, updating, modifying, deleting, cancelling logs during the service delivery

- Provision for login

- Provision of remote monitoring and maintenance of the application

- Customizing application as per the requirements of USCL

- Provision for MIS based monitoring and reporting should be available

- Provision of remote updating of the application and local database

- Branding of Ujjain Smart City to be made available / done for hardware and software

Technical Solution Requirements

- Requirements relating to performance, availability, deployment, implementation, operations and others are listed in this subsection. Based on the assessment of the requirements listed below, SI shall prepare System Requirement Specifications (SRS) and obtain a formal sign-off before proceeding with the design and implementation of the solution.

- Language Support: All information technologies must provide support for the English and Hindi. Specifically, all display technologies and software must support the ISO character set and performs appropriate sorting.

- DATES: All information technologies MUST properly display, calculate, and transmit date data, including, but not restricted to 21st-Century date data.

- Electrical Power: All active (powered) equipment must operate on frequencies and voltages as specified by the State Data Centre in Hindi. All active equipment must include power plugs standard in India.

- Environmental: Unless otherwise specified, all equipment must operate in environments prevailing in the State of Madhya Pradesh.

- All electronic equipment that emits electromagnetic energy must be certified as standard government norms.

Multi-tier Architecture requirements:

- The Envisaged Solution would be based on a multi-tier architecture comprising of centrally located databases serving clients at local level. Alternately, data can be installed at local systems but should be updatable centrally.

- The application shall also be made compatible with the various mobile platforms in order to enable the access using mobile device.

- The solution needs to be architected using robust and proven software and hardware technologies like Service-Oriented Architecture (SOA) and open industry standards, as applicable

- The solution architecture should be built on sound architectural principles enabling fault-tolerance, high-performance, and scalability, both on the software and hardware levels.
- The technical architecture should be compatible with the existing systems.

Network Architecture

- The overall networking solution would be based on a combination of Leased line, VPN over Broadband, SWAN and Open Internet ensuring optimum uptime at all the desired locations and for redundant connectivity using GSM/GPRS/3G.

Security Architecture

- User level security: Restricted areas of the application shall only be accessible over WAN
- Network level security: Network traffic shall be encrypted using SSL & Secured connectivity to provide between the Location and the Data Centre / Disaster Recovery Centre / Cloud
- Infrastructure level security: Application infrastructure shall be hosted in a DMZ & Firewalls and IPS shall be installed to detect/prevent unauthorized activities
- Application level security: Role based access, encryption of user credentials, data, storing of User credentials for external and internal users in separate repository.

Software Architecture Requirements

- Software architecture must support web services standards including XML, SOAP, UDDI and WSDL
- Software architecture must support appropriate load balancing for scalability and performance
- Software architecture must support flexibility in adding functionalities or applications.
- Software architecture components should utilize the high availability, clustering, and load balancing features available in the proposed hardware architecture to increase system performance and scalability features.
- Software architecture must support trace logging, error notification, issue resolution and exception handling.

Hardware Architecture Requirements

- Hardware architecture must provide redundancy and high availability capabilities; this includes servers, etc.
- All servers and systems must be configured so that there is no single point of failure.
- Hardware architecture should be capable of consolidating several applications / workloads in a number of servers as required.
- Servers and clients must be placed within proper security infrastructure for the solution.

Development, Testing, Staging, and Production Requirements

- Appropriate development, test, and staging hardware environments should be provided and explained how they are related to production environment. This must be supported by explanations on how the development, test, and staging environment support the implementation activities of state level solution.

- Development and test environment should include configuration management capabilities and tools for system configuration, versioning scheme, documentation, change control processes and procedures to manage deployment of solution deployment.

- The test, development, and staging environment should include required workstations, desktops, and tools appropriate to support development, testing, and staging, and deployment tasks.

- The development, test, and staging hardware environments must include similar operating systems, software components, products, and tools to those of production environment.

- The development, test, and staging environments should be independent logically and physically from the production environment and of each other.

- The development environment should be used for development and should be configured to allow access for developers' workstations.

- The staging environment should be used for functional and user acceptance testing, stress testing, and performance benchmarking.

- The test environment should be used as a testing environment of state level solution and its software components and products. The test environment may be a scaled-down configuration of the production environment.

Security Requirements

- A secure solution should be provided at the hardware infrastructure level, software level, and access level.

Authentication, Authorization & Access Control

- 1 factor, 2 factors (User ID & Password, Digital Signature, and OTP over Mobile & E-Mail) with ability to extend up to 3 factor security mechanisms shall be implemented to enable secure login and authorized access to portal information and services as well as in applicable cases like attendance management, etc.

- Confidentiality of sensitive information and data of users and portal information should be ensured.

Monitoring and Management Requirements

- The solution should provide monitoring and management of the entire Solution including all hardware, software components and application.

- The monitoring and management should monitor health of software and hardware infrastructure running solution covering operating system, database, software components, applications, servers, and other related software and hardware components. It should provide proactive monitoring, alerting and reporting.

Performance and Scalability Requirements

- The design of the solution should be scalable to handle increasing number of users.
- Application should provide measurable and acceptable performance requirements for users, for different connectivity bandwidths.
- Should provide optimal and high performance Solution satisfying response time for slow Internet connections and different browsers.
- In exceptional cases, the infrastructure should be capable of handling unexpected load variations.

Implementation Requirements

- The SI will be required to deploy manpower and other project resources as per the terms & conditions of the Contract
- The SI will be required to work closely with the key stakeholders and perform detailed system requirements and analysis of state level solution to confirm and document functional / system requirement specifications for the portal and its applications to fulfil its objectives.
- The SI will be expected to carry the complete implementation and deployment of the state level solution within the timelines specified in the RFP.
- The SI is expected to develop, test, stage, and deploy all functional modules of the state level solution and any hardware components of technical & functional requirements

Operations Requirements

- SI shall provide procedure documentation for all operations procedures, and SLA's (based on latest ITIL best practices) for all the hardware and applications provided including backup procedures, system update procedures, security procedures, failure recovery procedures, upgrade procedures, remote access procedures, user manual, SOP's, etc.
- All such procedures and documents must be submitted for review and approval by USCL prior to adoption. Such documentation shall be updated by the during the project term by the bidder as and when required along with the necessary approval.
- SI will be required to provide weekly statistics reports on the various services provided to users a mechanism as well as track and log all related statistical reports on the various delivery channels and access patterns.
- SI will be required to provide weekly performance reports showing health of system operations.

- SI will be required to provide Helpdesk for recording all the day to day problems and other technical incidents occur during the O&M phase. This shall also record the resolution of such incidents & problems.

- SI will be required to commit to Service Level Agreements (SLAs) that show, among other metrics, appropriate escalation procedures and guarantee corrective and preventive actions within a pre-determined time. SI is required to respond to required levels of accuracy, quality, completeness, timeliness, responsiveness, cost-effectiveness, productivity and user satisfaction that are equal to or higher than the SLA system requirements.

Project Management

- SI is required to provide an implementation plan illustrating all functional analysis, development, testing, staging, and deployment activities.

- The System Integrator will prepare and maintain appropriate Project Management Plan. The approved Project Management Plan prepared by the SI shall be used by the stakeholders for regular monitoring and tracking project progress.

- Appropriate mechanisms, protocols, and algorithms necessary to protect sensitive and confidential data and information both during transport and storage should be implemented.

- SI is required to use standard project management tools such as precedence diagrams, critical path charts, etc. to create and manage implementation plan and schedule.

- At least 5 numbers of licenses of the Online Project Management and Configuration Management software will be provided for the use of Client and their representatives, which shall be used for review of the project.

- Agree with conflict resolution / escalation process to handle project or contractual disputes.

- SI is required to describe the proposed project structure identifying key project individuals including project manager, business analysts, software developers, QA engineers, hardware / network engineers, administrators, Change Management experts, and others.

- The Project Manager deployed by the organization should have financial powers for project execution.

- The SI will provide warranty and insurance for all equipment provided for at least the project duration. In case of any equipment failure, the same would need to be replaced with equivalent of better specifications at the SI's expense

Quality Assurance & Acceptance Requirements

- SI is required to develop and implement quality assurance processes and procedures to ensure that the application development and operations are performed to meet the quality standards that are relevant to each area in all project phases.

- SI is required to use various tools and techniques that can make tests run easily and the results are automatically measured. In this way, testing tools provide a more cost-effective and efficient solution than their manual counterparts. Plus, they minimize the risk of human error during testing.
- In order to ensure that such a QA mechanism is effective and acceptance of state level solution, the following tests are required for acceptance:
- Unit Testing: Basic validation of developed components by developers.
- Functional / Internal Integration Testing: Validation of developed components against functional requirements and design specifications.
- System Testing: Validation of both functional and technical requirements for the integrated Solution. This could include external integration if required or it can be separated into testing phases.
- UAT: User Acceptance Testing (UAT) validation of the solution and assurance that it meets both functional and technical requirements
- Stress and Performance Testing: Load testing enabling understanding of performance and behaviour of Solution under large number of users and high-load conditions.
- Any changes performed should also be covered through appropriate regression testing.
- SI is required to describe their QA and testing approaches and procedures as well as testing tools for conducting various tests in support of the acceptance of the solution. SI is expected to follow best industry standard processes as CMM level 5, ISO, etc.
- Furthermore, SI shall describe their documentation standards e.g. Documentation description, documentation identification, content, nomenclature, etc. These standards shall be reviewed and accepted and should be updated frequently.

SI is required to commit to the following operating terms:

- All products / components / parts shall be covered under OEM warranty up to the Implementation Phase and AMC support shall commence after successful implementation.
- The warranty shall include the repair or replacement of the products / components / parts during the warranty period by the SI. The replacement products / components shall meet the related specifications without further repair or modification.
- SI shall be liable for all costs including, but not limited to, the costs of material, labour, travel, transport and living expenses associated with the collection and return of the units covered by the warranty.
- The date of manufacture or assembly of any equipment, parts or consumables, shall not be more than six months before delivery.
- USCL has the right to require a replacement if the repair is deemed to be impractical.
- SI ensures that replacement components shall be available for any failed component during the warranty period within 24 hours.
- SI shall guarantee the availability of spare parts and technical assistance for all components (or appropriate alternatives) to ensure the equipment would run for at least five (5) years, without major

changes, at the completion of final acceptance. Six months advance notice is required on any discontinued part(s) with a suggestion for alternatives.

- SI need to define the process & methodology in their bids, for achieving the response time of engineers to respond to an incident and also for resolving such incidents as per the SLA.

- SI is required to provide additional training if the satisfaction levels/ learning does not reach 80% in evaluation/feedback from trainees, and expected to provide additional training, if required.

- The state level solution & infrastructure being provisioned by the SI shall be insured. The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery for the entire project term.

- Bidders are required to explain their warranty, maintenance procedures, and support to meet the terms and requirements outlined above.

Field Visits

- The System Integrator is required to perform appropriate field visits as demanded by the scope of work. In normal cases, these field visits would be restricted to the locations specified within the state of Madhya Pradesh. The System Integrator is also expected to ensure that appropriate staff is available at the field level for support, especially considering the SLA to be met. The costs for these shall be included in the Commercial Bid and no separate escalation or allowance shall be admissible during the contract duration.

Software Specifications

System Software and System-Management Utilities - The system software should be industry standard software that is supported by at least 5 major Vendors in the marketplace.

Database Software and Development Tools - Industry standard Relational Database Software with appropriate licenses must be used. During the contract period, all upgrades should be provided for. The development tools should be industry standards and should support latest development concepts, tools and techniques. 5 No's of licenses for perpetual use of development tools should be provided to the Client upon expiry of the contract.

System Management, Administration, and Security Specifications

General Requirements

- In addition to the management, administration, and security requirements specified in each sections covering the various hardware and software components of the System, the System must also provide for the following management, administration, and security features at the overall system level.

- Any item of data needs to be entered once and is then should be made available as often as necessary to all the systems that need to use it. The amount of Data Entry should be made minimal with the use of this system.

Technical management and troubleshooting

- Without prejudice to anything, the entire technical management of the solution shall lie with the SI who shall ensure most optimal performance of the system and shall be responsible for troubleshooting and providing permanent fixes to any problems / issues reported.

User and usage administration

- The SI will be responsible for User Account Management (Creation / Updating / Removal, etc.) and for logging all activities performed by any user.

Security and Audit

- Upon successful UAT and prior to the Go Live, the SI shall arrange for independent third party testing and certification of the Software by the Standardization Testing and Quality Certification (STQC) Directorate or any other CERT-In empanelled IT Security Auditing Company from functional and security perspective.

Single Sign-on for accessing all the modules

- Role based authentication to various functionalities mentioned in different modules with encrypted passwords. Rights can be given to Individual Users or Groups
- Flexibility to define separate Role and Designation to the users. Upon transfers of officers / employees, applications / letters / complaints pending with the employee shall remain to the role and new employee will be able to take action on these applications / letters / complaints.
- User rights to various forms should be either Create New Record or View existing Record or Edit existing record.
- Should capture exceptions to detect frauds / mistakes
- An audit trail of changes to data in the system shall be maintained to identify the users responsible for the modification. There should be a facility to create reports on audit logs.
- Information Security i.e. Integrity, Confidentiality & Availability of data to be maintained.

Scalability

- System should be built using Service oriented, Open Architecture.
- System should be able to scale up to a larger number of users and locations in terms of organization structure.

- The hardware must be configured in a plug and play model, where scalability can be achieved by simply adding in new hardware and performing minimal system software configuration. No changes or development in application or databases should be required.

System Integration

The SI would be responsible for the following tasks:

- Understand As-Is process for each of the existing applications
- Understand field level specification for each of the module
- Study the existing Departmental Applications with respect to the functionality & usability and ensure that the new application module implemented/ developed covers existing functionality of each of the module
- Study the FRS and make required changes in the To-Be Process for each module in coordination with dept. The SI shall identify and verify all the requirements and prepare User Requirement Specification (URS) Document. The Process document shall be used as a base to prepare the URS document. All the requirements identified and verified by the SI shall be referenced and detailed process maps shall be prepared. The process maps should identify stakeholders, departments, dealing hands, for the rendering of a service. The URS document shall be the based to track the functionality of the centralized application being developed by the SI.
- Using the URS document the SI shall prepare Software Requirements Specifications (SRS) document. The SRS shall clearly describe the UML based Use Cases based on the functionalities identified in URS. For each Use Case, SI should describe Sequence diagrams, class diagrams, ER diagrams and data dictionary for database descriptions, data security, encryption description, access levels for data security. The SI should follow IEEE standards 830-98 which is the recommended practice for SRS.
- Using SRS, the SI should develop Software Engineering Document (SED) describing technical architecture for applications, networking, data centre, etc. The SI should explain the configuration details of the application as well as hardware used to setup / run the applications. The SI should use IEEE standard 1016-2009 which is the recommended practice for System Design / Software Design descriptions.
- Using URS, SRS and SED documents, the SI shall prepare Software Testing Plan (STP) with test cases and pre-requisites.
- Develop required modules and integration of each of the module at various touch point across modules
- Provide required integration support with the pre-existing applications
- Develop customized functionalities to be included as part of Web-portal based on the existing applications not included as part of the Modules
- Ensure the compliance with all the required and obtain the quality and security certification from CERT-In certified agency at their own expense
- Provide a helpdesk that will take complaints/ incident reporting from reporting from the Client users and provide required support on escalations to the concerned personnel. The helpdesk shall be operated

on "12x7" basis using a dedicated helpdesk tool and it has to be integrated with EMS to maintain proper logging of incidents and complaints in the system.

- Supporting Client in commissioning of Servers at State Data Centre or any other site identified by the Client to be used as DR/Backup site.

- It would be responsibility of the SI to get the 3rd party audit of the Data Centre before commencing the operations

- SI should provide operational support and maintenance services for the Term of the Project including but not limited to the overall system stabilization, IT infrastructure solution maintenance, system administration, security administration, database administration, network administration and end-user problem resolution. The Bidder/SI would have to ensure that the solution is functioning as intended and attending to all problems associated in operation of the application system.

- SI should prepare and provide to the Client documents including User Manuals, Configuration Manuals, Operational Manual, Maintenance Manuals, etc. as per acceptable standards.

- During the Contract Period, SI would be completely responsible for defect free functionality of the application software and would resolve any solution related issues including bug fixing etc. within Project Term agreed between Client and the SI.

- SI should provide the latest updates, patches/ fixes, version upgrades relevant for the eGovernance solution components.

The SI would be responsible for end to end infrastructure management during the entire project period. To enable IT support and administration, the SI needs to plan and deploy experienced manpower so as to maintain availability of services and SLAs. Infrastructure Management includes the following activities:

- Design of an appropriate System Administration policy with precise definition of duties and adequate segregation of responsibilities and obtaining the approval for the same from the Client.

- Overall management and administration of infrastructure solution including servers, networking & security components, storage solution etc.

- Performance tuning of the system as may be needed to comply with SLA requirements on a continuous basis.

- Security management including monitoring security and intrusions into the solution.

- Monitor and track server and network performance and take corrective actions to optimize the performance on a daily basis.

- System administration tasks such as managing the access control system, creating and managing users etc.

- Data storage management activities including backup, restore and archival etc.

- Attend to Client's user request for assistance related to usage and management of the newly developed IT System.

- The selected SI undertakes to ensure that regular back-up copies of data are created and maintained safely.

- Network Administration & Management consists of the following activities but not limited to:

- Administering User IDs,

- Network analysis and performance optimizing,

- Continuous monitoring and management of network during the working hours on each working day and restoration of breakdown within prescribed time limits,

- Ensuring network security and database security at all times.

- Design of Network Administration Policy and getting it approved from Client for effective and efficient management of Network resources. Network Administration would broadly include the activities:

- Network devices configuration,

- Management and tuning for optimum performance,

- Tracking the network status,

- Availability and taking the remedial and preventive actions in case of problems,

- Network fault isolation and resolution,

- Monitoring of network performance and escalation of performance deterioration to concerned authorities and take remedial actions to resolve such issues,

- Implementation/ modification of network routing policies,

- IP addressing policy as required and Documentation related to network configuration, routing policies, IP addressing scheme etc.

- The SI would also be responsible for resolution of all associated application, infrastructure and technical issues related to the infrastructure of the project. For the same the SI would be required to position a centralized team at the data centre to take care of the day to day technical issues.

- Perform SLA Monitoring with the help of NMS and EMS monitoring tools and system logs/counters.

- Auto-generation of MIS reports and alerts.

The SI would be responsible for implementing measures to ensure the overall security of the solution and confidentiality of the data. The SI would monitor production systems for events or activities, which might compromise (fraudulently or accidentally) the confidentiality, integrity or availability of the Services. This monitoring should be through the security controls including:

- o Real-time intrusion detection tools
- o Audit review tools
- o Manual processes

The SI would develop and deploy a detailed security policy for the solution implementation & maintenance in adherence to policies and procedures as laid by ISO, PCI, CERT-IN, and GoI and provide automated compliance reports without minimal manual intervention. The security policy developed by the SI should be updated to keep the security recommendations current and the same should be implemented for the solution. The SI with the co-operation of appropriate, appointed representatives of Client would manage the response process to security incidents. The incident response process will seek to limit damage and may include the investigation of the incident and notification of the appropriate authorities. A summary of all security incidents should be made available to the Client by SI on a weekly basis. Significant security incidents should be reported on a more immediate basis

The SI would produce and maintain system audit logs on the system for a period agreed by the SI and the Client, at which point they will be archived and stored at off-site or as desired by Client. The SI would deploy tools for

automated correlation of audit logs for relevant security exceptions in real time or in near real time and take immediate remediation action.

3.3.10 Indicative Bill of Material

The following shall be considered the indicative Bill of Material governing the contract and will be required to be supplied as per the minimum Technical Specifications provided.

A. Schools and Classes included

Sl. No.	School Name	Number of Classes
1	Government School of Excellence and Government M. S. Nutan School	29
2	Government H. S. S. Jiwajiganj and Government P. S. Jiwajiganj	15
3	Government Girls School DashahraMaidan and Girls M.S. No. 2 School Dashahra Madan	20
4	Government Girls H. S. S. Sarafa	16
5	Government H. S. S. Doulatganj and Government School No. 2 DewasDwar and Government M. S. School Doulatganj	17
TOTAL		97

The number of classes mentioned may be interchanged amongst the schools

B. Smart Classroom Infrastructure (for each class)

The following shall form part of the smart classroom infrastructure

Sl. No.	Description
1	Computer / Desktop
2	Projector with ceiling mounting kits and cables + White Board + Green Pin Up Boards
3	Interactive White Board solution with required software / Projector solution to make a plain surface interactive
4	UPS with required batteries to support a 30 minutes power backup. Client to provide raw power.

Sl. No.	Description
5	Required electrification within each Class Room and their relevant accessories to operationalize the entire setup
6	In case the bidder has an Integrated All in One Housing with whiteboard, space to house CPU/ Speaker &UPS, and with integrated controller unit, the same shall be considered.
7	All licenses required to reasonably use the equipment provided.

C. Wi-Fi and Internet Infrastructure

At each School, a minimum Internet / Wi-Fi capability of at least the speed required to work with their solution effectively should be provided. This should be expandable to at least 16 Mbps upon request and payment by the Client / School.

The System Integrator will also be required to ensure that the solution should work across various Internet System Integrators (ISP's) and that the provision of connectivity by them alone is not a hindrance to the smooth operation of the contract.

The equipment / network proposed and integrated / built by the System Integrator should be able to handle a minimum of THREE (03) Networks / ISP's, without the need of any additional equipment or services. The System Integrator will be required to ensure such integration, including configuration of network equipment to enable such connectivity in each of the school. The client / local sites may take such a decision based on their convenience.

D. Digital Content

Supply and install digital educational content in Englishand Hindi languages as per curriculum of Madhya Pradesh Secondary Education Board and Central Board of Secondary Education with required upgrades / updates

The System Integrator to ensure that the most premium digital content available with them are applied and made available to the Client under this contract. In case any new content is developed by the Bidder during the currency of contract, the same shall be applied to the equipment and made available to the Client.

E. Comprehensive On-Site Support

A comprehensive On-Site support shall be provided for a period of 3 Calendar Years after Go Live.

The System Integrator will provide maintenance services, including spares, free of cost during the support period of go-live plus 3 Years and technical man power services for onsite support to the department during implementation phase and support phase

Service / repair calls will have to be attended by the System Integrator within the time mentioned from the time of such calls. In case of major defects requiring the defective equipment's to be taken out of location, the cost for which will have to borne by the bidder, it should be returned within 48 hours' time duly repaired and simultaneously immediate substitute equipment should be provided by the bidder for the continued smooth operation of the system.

3.4 Location / Site Table

Sl. No.	Location
1	Data Centre / Data Recovery Centre - To be chosen by the Bidder. - This can also be a Cloud Service Provider / Bidders own servers, etc.
2	Schools
A	Government School of Excellence and Government M. S. Nutan School Contact Person: Shri Bharat Vyas, Principal – Tel: 94259-17171
B	Government H. S. S. Jiwajiganj and Government P. S. Jiwajiganj Contact Person: Shri Devendra Arya – Tel: 98270-46157
C	Government Girls School DashahraMaidan and Girls M.S. No. 2 School Dashahra Madan Contact Person: Meena Jhalani: Tel: 94253-79748
D	Government Girls H. S. S. Sarafa Contact Person: Mukesh Trivedi: Tel: 94250-91625
E	Government H. S. S. Doulatganj and Government School No. 2 DewasDwar and Government M. S. School Doulatganj Contact Person: K. K. Porwal: Tel: 99932-89872
3	Office of District Education Officer Contact Person: Shri Girish Kumar Tiwari, ADPC
4	Office of Ujjain Smart City Limited Contact Person: Chief Executive Officer

3.5 Technical Specifications

The following are the minimum technical specifications for the equipment. The bidders are requested to consider more advanced and better models with better features and specifications. In case some equipment is not mentioned here, it is expected that the most appropriate equipment shall be supplied. It is a requirement that no equipment, which is in end-of-life or has an anticipated end-of-life in the next 6 years be supplied as part of this contract.

3.5.1   Smart Classroom Equipment

1. Computer with Wireless Keyboard and Wireless Mouse (i5 Latest Generation / 4 GB RAM / 1TB HDD or more to store the content / Wired (10/100/1000) LAN and Wireless (801.a/b/g/n/ac) LAN / Windows Latest Version / 2 No's of Speakers Wall mounted to cover the entire classroom / all required cables and accessories / Lockable storage (cupboard, etc.) for safekeeping of equipment provided.

2. Interactive whiteboard – At least 75" diagonal / Optical touch tracking / Tracking speed of at least 30 FPS / Plug and Play / Export files in various formats including but not limited to PDF, JPG, BMP, features like various pen tools, seamless mouse controls, easy right click functions, predefined backgrounds, special tool for training environment, Image/video inserts, In built geometric tools, Capture with handwritten data in single file, recoding features etc.,scratch resistant, solid surface, compatible with ink marker, object touch and multi-touch, Software should also provide access to cloud based education content through internet; White Board should be of a sturdy make and allow writing with normal white board markers and allow for easy cleaning.

3. Green / White Board (Writing) – At least 75 inches (diagonal) – Suitable dimensions shall be planned for each class. In

4. Green Board (Pin up) – At least 100 inches (diagonal) – Suitable dimensions shall be planned for each class.

5. UPS – At least 30 minutes power backup for the entire solution. The wattage shall be appropriately calculated by the System Integrator based on the equipment supplied.

6. Projector – At least 3000 lumens or better with all connecting kits.Full HD Resolution. All projector and equipment should be mounted in such a way so as to save space and minimise interference in learning process. As a requirement, all projectors should be ceiling mounted. Full function remote control. Additional input (apart from the Whiteboard) for VGA, and HDMI ports. In case some of the ports are not present in the solution, the same can be met by supplying the relevant convertor cables.

7. Allow projecting of content from elsewhere, including live streaming of TV and content from other channels via internet (ex. YouTube, Khan Academy, etc.)

8. Ceiling mounted LCD projector and projection screen

9. Connectivity for PC laptops

10. DVD system

11. Sound system with at least 4 speakers for each smart class + 1 mic; the audio output should be reasonably audible to the classroom.

12. Touch screen Control system

13. Telephone

14. AUX-video Input

15. Microphone (wireless hand-held and/or lavaliere)

16. Wireless Presenter/Mouse

17. USB/ HDMI facility

18. Power Backup for at least 30 minutes

19. Interactive whiteboard

20. All Furniture and Fixtures required for this setup should be provided.

21. Electrical works, Networks, etc. as per requirements:

    a. Maintenance free earthing to ensure ground to neutral voltage of less than 2 volts close to ICT Centres/ lab. The earthing system shall be integrated with electricity system provided terminated at ICT Centres. The acceptable Earth Resistance at earth busbar will not be more than 2 ohm. In case the locations are able to provide an earthing, the System Integrator, with the permission of the school may choose the earthing of the existing buildings. No equipment should be installed / connected without proper earthing. Electrical works should be carried out in a professional standard and appropriately sealed.

    b. Raw power shall be supplied by the Client.

    c. Bidder is required to provide for appropriate power regulators, voltage stabilizer, etc.to protect the equipment installed by them. This can be done for each class individually or combined for a school or in any other combination.

22. Security System (Camera, etc.) and Fire extinguisher to cover the equipment and installation as per the Bidders requirement.

3.5.2 Software

1. The Software should be operational on open source platform and/or Microsoft windows platform.

2. The Software should run on Desktop and on LAN set up having one server with desktops.

3. The software should not require any other software other than the operating system and standard browser to run the said content. (In case servers are required, the same should be provided by the System Integrator.)

4. It should cover entire syllabus & subjects as mentioned in this RFP CBSE / MP Board for Std. 1 to 12.

5. It should be available in English and Hindi languages. Each module should have effective and clear voice over. The entire content should be supported by proper sound effect also.

6. It should also have powerful visualization, hyperlinks, self-learning assessment & dictionary Facilities.

7. The graphics in the content should be 2D/3D in nature and should be of high quality.

8. The content should be of broadcast quality (Min. 30 frames per second)

9. In each module wherever required, labelling of diagrams/models should be in respective language.

10. The entire content should be mapped as per the syllabus and arranged as in a standard wise format and the topics should be listed chapter wise.

11. All the topics should have self-explanatory visuals (animated contents) for each and every point and there should be no need for reading any text except labels of diagrams.

12. All the topics should have a reasonable number of quiz/test.

13. Software should contain the facility of datasheet generation for software usage from each operation.

14. It should have a facility whereby a teacher/student can stop at any point and restart after a pause from the same point in any topic. All modules should have pause, play, fast forward and rewind facilities.

15. It should have facility to add localized content by the School Administration/Teachers under the guidance of technical expert of the company. If required, the same will be done by the expert as per the supported quality standards.

16. SI should give the training of all subject modules to School Teachers of each school.

17. The SI shall be responsible for updating the content till the contract period without any additional cost, if the syllabus of any subject of the scope is changed during the warranty & support period.

18. The SI shall be responsible for updating the content without any additional cost as per the same demanded by the education department. The requirements will be given to SI every three months by the designated authority of education department.

19. The Software should permit tracking of the performance of individual student in Quiz and/or tests.

20. It should allow generation of test results for an individual student and/or class.

21. The software also should be able to run diagnostics test for any person to test basic academic competence in particular subject, suggest remedies & Diagnostics steps needed for such persons/Students.

3.5.3   Digital Content

Content for all subjects as specified by Madhya Pradesh Board of Secondary Education (MP Board) from Class 1 to Class 12. The coverage shall be as per the guidelines / books issued by the boards.

Providing soft copy of the e-Books in various formats, including PDF and other acceptable formats which can be opened on any computer / tablet. This should be provided without any licenses restriction. The Bidders can take advantage of these books, if available online.

1. Main objective of the Digital Contents should be to simulate life-like situations so that students may experience the concept, procedure and principles in a virtual world, wherever relevant and possible.

2. The Digital Content developed should be as per that prescribed by applicable board Textbook.

3. Each Digital Content should be curriculum-based, but enriching; textbook will be the guiding factor, but not limiting. Digital Content will go beyond the textbooks with additional and innovative examples and illustrations, and enriched contents and concepts.

4. Digital content should also be computer based self-learning tool, which can be used by students and teachers on their computers.

5. Digital Content would use local metaphors and life-related examples and illustrations in addition to the examples cited in the books for facilitating relating learning to life (situated cognition);

6. Each Digital Content preparation should be based on (preceded by) content analysis, and a concept map indicating main and sub-concepts;

7. Each Digital Content should provide complete coverage to the chapter -- all the contents/concepts in the chapter based on the content analysis so as to become a 'self-contained learning module' or a stand-alone programme;

8. Total content should be broken down to meaningful chunks of a few minutes duration with activities, and provision for formative evaluation;

9. Each Digital Content should provide, on screen, statement of objectives in the form of learning outcomes for each chapter at the level of 'knowledge', understanding and application'.

10. Each Digital Content should contain on screen lead questions that students will be expected to find answers while watching the Digital Content;

11. Digital Contents should be interactive and contain activities, practice exercises including lead-on to digital (blogs and wikis) and printed text references, questions and answers (accessible through hyper link);

12. Each Digital Content should have end-of-the-module objective type tests measuring the learning outcomes stated in the programme at the beginning

Teacher Support Solution

1. Teachers should be able to create a lesson plan, using the content provided by the System Integrator and other external content sourced in various file formats / online material.

2. Each teacher should have a dashboard identifying the lessons planned, syllabus coverage, student improvement and feedback secured.

3.5.1 Language Laboratory Content

Standard content to enable teaching and learning of the following languages

      a.   English

      b.   Hindi

      c.   Bidders are encouraged to provide for learning of any other language (Sanskrit, Urdu, other Indian and Foreign languages),

The language lab shall be a digital infrastructure and should be able to impart training in a standardized lab syllabus. Existing computer systems and the smart class infrastructure to be setup in the school are anticipated to be used for this lab.

3.5.2 Computer System / Desktops

Two additional desktop machine to be provided in each of the school, with the following minimum configuration to enable teachers to prepare / review the contents.

1. Minimum 24 inch Full HD LED HD TCO-05 certified monitor.

2. Latest Generation Intel Core i5 or Equivalent

3. 16 GB 1066 MHz DDR3 RAM with 32 GB Expandability.

4. Intel series or better on OEM Motherboard.

5. Display Integrated on Board Full HD resolution with 16 Million or More colours

6. 2 X 1 TB 7200 rpm Serial ATA HDD or higher

7. 10/100/1000 Network Card with remote booting facility, remote system installation, Asset tracking and security management, remote wake up

8. 3 USB Ports (with at least 1 should be USB 3), audio ports for microphone and headphone.

9. 104 Keys, heavy-duty normal English USB keyboard, having key life of 20 million keystrokes or more (same make and colour as the computer)

10. 3 button optical USB scroll mouse with at least 10" mouse pad

11. 8X or better DVD RW Drive.

12. 230 watts and above Energy Star compliant Ver. 5.0, ACPI compliant power supply

13. Energy star 5.0 compliant for power saving

14. Latest version of Microsoft Windows with latest service pack preloaded with license and recovery CD from direct named account of Microsoft with certificate of authenticity having OEM name

15. Standard bundled software pertaining to the model offered should be included in offer (Must be specified in the offer)

16. Warranty: For the complete project period

17. Open Office

18. Latest ant virus with five year Upgrades / Update license

19. Plastic / Cloth dust cover

It is anticipated that the desktop computers may be used for hosting content provided by the smart classroom infrastructure and for other works to be used by the teachers of the school, including content planning, development and as a general system available for works.

3.5.3   LAN Cabling

1. CAT 6 / Fibre LAN cables as per IEEE standards.

2. Dedicated raceways / cable-trays should be used for laying LAN.

3. Additional cabling requirements on an on-going basis will also need to be catered.

4. All the cable raceways shall be adequately grounded and fully concealed with covers.

5. The cables should be appropriately marked and labelled.

6. There should be enough space between data and power cabling and there should not be any cross wiring of the two, in order to avoid any interference, or corruption of data

7. LAN / Networked developed should be reasonably secured with Firewall, Anti-Virus, and content filtering, etc. so as to enable control of the content passing through the network.

3.5.4   Wi-Fi Router

1   Wi-Fi system should cover the school premises including but not limited to the class rooms, Staff Room, Offices, and other common areas.

2   Should be compliant to at least 810 a/b/g/n/ac standards

Indoor Access Points

1. Access Points proposed should have radios for both 2.4 GHz and 5.8 GHz.
2. Access point must have minimum one 100/1000 Base-T Ethernet Network Interface (RJ45)
3. Must support multi user multiple-input multiple-output (MU-MIMO) with at least two spatial streams.
4. Security mechanisms should be in place to protect the communication between the Access Point controller and the Access Points.
5. Controller based as well as controller less operating mode
6. Must support upto 28dbm or higher of transmit power
7. Must able to handle RF interference from other sources and automatically assign channel and power
8. The access point should support MAC address filtering, IP Security (IPsec), WPA2 authentication and AES encryption
9. The antennas to be integrated inside the AP enclosure to minimize damage
10. Low profile unit that does not stand out visually
11. The access point should support WPA2 authentication and AES encryption
12. Should support mesh capabilities for uplink connectivity
13. Must support IPv4 and IPv6.
14. The Access point shall support operating temperature of -10 to 50°C
15. Must support Power over Ethernet or power adapter.

Outdoor Access Points

1. Access Points proposed must include radios for at least 2.4 GHz and 5.8 GHz.
2. Access point must have minimum one 100/1000 Base-T Ethernet Network Interface (RJ45)
3. Must support minimum multi user multiple-input multiple-output (MU-MIMO) with two spatial stream
4. Security mechanisms should be in place to protect the communication between the Access Point controller and the Access Points.
5. AP must support controller based as well as controller less operating mode
6. Must able to handle RF interference from other sources and automatically assign channel and power
7. The access point should support MAC address filtering, IP Security (IPsec), WPA2 authentication and AES encryption
8. AP must support 802.11ac wave 2 and backward compatible with 802.11n standards
9. Must incorporate radio resource management for power, channel, coverage hole detection and performance optimization
10. Should support mesh capabilities for uplink connectivity
11. Must support IPv4 and IPv6.
12. The Access point shall support operating temperature of -10 to 50°C
13. Must support Power over Ethernet or power adapter.
14. The Access point shall be at least IP67 compliant

15. Access point shall support pole, wall mounting options.

3.5.5 Unified Threat Management (UTM) Firewall / Gateway

1. Have 5x10/100/1000Mbps GbE ports (Self-define WAN/DMZ/LAN ports)
2. Support Out-bound, VPN, Server Load-balance function
3. Support WAN ports Link Failover mechanism
4. Support IPv4 and IPv6 dual protocols
5. Support VPN security connection (IPsec/PPTP Gateway)
6. Support Policy-Base Firewall and Time-scheduler control
7. Support OTP(One-Time Password)
8. Support Self-define User / Password or Via External POP3, LDAP
9. RADIUS server Authorization
10. Support Application Blocking (for IM/P2P/FTP/Tunnel/Webmail)
11. Support URL Blocking
12. Support Smart QoS and P2P Bandwidth control function
13. Easy display all WAN ports Statistical analysis information
14. Built-in English, simple and easy to use Web UI
15. Unlimited users License
16. SPI firewall with multi-WAN interfaces
17. Load balancing capabilities, as well as serve as an internal firewall
18. Equipped with AP controller, policy-based routing (PBR), QoS manager, Web filter, application blocker, anomaly traffic detection, full VPN connectivity (IPsec / PPTP VPN and trunking) for management of wireless network, bandwidth and LAN users.
19. IPv6 Compatibility
20. Custom NIC Ports & Groups
21. Outbound Load Balancing & Policy based Routing
22. Support Multiple Authentication Support RADIUS, POP3 and LDAP servers
23. IPsec / PPTP VPN Capability
24. Flexible Bandwidth Management
25. SupportWi-Fi billing through specific SSIDs based on random-passcode authentication.
26. Support Web Filtering
27. Capable of preventing packet-flooding attacks from spreading across the network
28. Support Internet-based Application Blocking
29. Session persistence capability

3.5.6 Anti-Virus Software

1 Should be monitored centrally and IPS can be enabled with the anti-virus solution. Any patches should be added at the central location itself
2 Should restrict e-mail bound Virus attacks in real time without compromising performance of the system

3   Should be capable of providing multiple layers of defence

4   Should be capable of installation on both the gateway as well as mailing servers. Inbound and outbound monitoring on all data transfer mechanisms and all e-mail systems

5   Should be capable of detecting and cleaning virus infected attachments as well

6   Should support scanning for ZIP, RAR compressed files, and TAR archive files

7   Should support online upgrade, where by most product upgrades and patches can be performed without bringing messaging server off-line.

8   Should use multiple scan engines during the scanning process

9   Should support in-memory scanning so as to minimize Disk IO.

10   Should support Multi-threaded scanning

11   Should support scanning of a single mailbox or a one off scan.

12   Should support scanning by file type for attachments

13   Should support scanning of nested compressed files

14   Should be capable of specifying the logic with which scan engines are applied; such as the most recently updated scan engine should scan all emails etc.

15   Should support heuristic scanning to allow rule-based detection of unknown viruses

16   Updates to the scan engines should be automated and should not require manual intervention

17   All binaries from the vendor that are downloaded and distributed must be signed and the signature verified during runtime for enhanced security

18   Updates should not cause queuing or rejection of email

19   Updates should be capable of being rolled back in case required

20   Should support content filtering based on sender or domain filtering

21   Should provide content filtering for message body and subject line, blocking messages that contain keywords for inappropriate content

22   File filtering should be supported by the proposed solution; file filtering should be based on true file type.

23   Common solution for anti-spyware and anti-virus infections; and anti-virus and anti-spyware solution should have a common web based management console.

24   Should support various types of reporting formats such as CSV, HTML and text files

3.5.7   Operating System / Database / Other Software

1   Latest Version of MS-Windows

2   Solution should be able to work across a standard Web Browser (Latest 3 versions) supporting W3C standards.

3   Database software proposed to be used should be industry scale RDBMS and an open standard software that should be able to provide the required functionality to the application to be developed for the department

3.5.8   Helpdesk

1   Helpdesk should be able to receive requests from internet / intranet / chat/ phone / application.

2   All requests received from external and internal users from the portal / intranet / chat/ phone should be logged into the Helpdesk application along with details of who made the request (User name, email ID), time and date of request etc.

3   For requests received via phone, the system shall have the capability of Calling Line Identification (CLI) or the Automatic Number Identification (ANI) from the telephone system.

4   System should be able to match the detected number of the caller with the existing dealer database to retrieve their profile/related information.

5   System should provide unique reference number for all requests logged which can be quoted by the users at the Helpdesk to know the status of the request

6   System should send acknowledgement of request received at Helpdesk through SMS or email to the users (if the user is internal staff or a registered dealer)

7   Depending upon the category of the request, system should route the request logged into the Helpdesk application to the designated Helpdesk operator or to a designated officer within the Department as per process agreed for resolution of requests.

8   System allows queuing of request by category. Requests should be resolved on a FIFO basis

9   System should allow the user to submit details relating to the response / resolution of the request

10 After the resolution of any issue, system should send e-mail and SMS requesting for confirmation of the issue resolution from the internal user who had logged the request. System shall facilitate capturing the feedback, in both quantitative and qualitative manner as agreed with Department, from the caller through email, SMS or online form for each call logged by the caller

11 User should be able to close the request after receiving confirmation from the internal user or otherwise in case of external user

12 System should allow voice recording of calls as per requirements of the Department.

13 System should provide facility in Helpdesk application to create a knowledge base of all request logged through various channels and their resolution to allow operators to search / query the knowledge base based on keywords

14 The knowledge base should provide for FAQs and also be able to provide for the import of any issue along with its resolution method into the knowledge base.

15 The HelpDesk should be able to be integrated with other Help-Desks running in the city / be able to act as the major Help-Desk in the city (with additional inputs by the Ujjain Smart City Limited) and the System Integrator should provide all support to ensure a single help-desk is made for the city.

3.5.9   Compliance

The solution developed shall be compliant to the following:

Sl. No.	Compliance Required
1	Educational Platform must allow Teachers/Students to register to use the e-Learning contents for a particular grade. Such should be available to ALL students in Ujjain.
2	The Educational Platform must allow administrator to manage user registrations and profiles, define digital content access, and manage content, view reports in an offline environment
3	The Educational Platform should have capability to integrate with a payment gateway of banks and accept the payments via credit/debit or any other online cashless payment modes.
4	The Educational Platform should cover all content related to Class I to Class XII for subjects of the CBSE and MP state board in Hind and English
5	The Educational Platform will play the digital contents residing online. It would require a high speed internet connection for streaming educational digital contents using this Educational Platform. The user of the Educational Platform must have the required privileges to access the contents.
6	Planning and tracking of academic progress should be automatic and enabled for the roles of Students / Teachers
7	Tracking of the scores for a Class or an individual on the basis of the tests& quiz attempted must be possible.
8	Assist in evaluation of learning outcomes for children.
9	Teachers must have the access to feature to upload contents as per the academics and link it to the available academic structure. The upload of contents must allow saving of uploaded contents locally or on a google drive.
10	The Educational Platform should have interactive MCQ/Fill in the blanks/Drag and Drop etc. type questions for the available academic structure.
11	Teacher should be able to add additional questions to the available academic structure and contribute towards creation of Question Bank.
12	The Educational Platform must be integrated with free tools available like Google for Education. It must seamlessly integrate the Google Classroom forum for empowering teachers to create classes, distribute assignments, send feedback, and see everything in one place.
13	The Educational Platform must be integrated with free google drive for uploading and storing contents created by teachers.
14	The Educational Platform must be integrated with YouTube and other online portals to allow teachers to add reference links for supplementary access to more contents. These added YouTube links must be placed as per the available academic structure and played from within the Educational Platform and stored for anytime access
15	The Educational Platform should have notes feature to do Lesson Planning and execution for a specific sub topic within a topic/chapter.

Sl. No.	Compliance Required
16	The Educational Platform should offer a curriculum that mixes classroom and online digital contents easily. The Educational Platform should be able to handle audio and video contents.
17	Providing analytics of the contents accessed by the teachers and students.
18	Apart from supporting the vendor's own digital contents, the Educational Platform should provide native support to a wide range of third-party contents also.
19	The Educational Platform should generate user wise reports on Session, Activities, Usage, Notes, Content Addition, and Quiz etc. It should be possible to generate pdf for these reports and even mailing these to registered email id from within the Educational Platform.
20	The Educational Platform should have a dynamic dashboard to represent the progress of the learning process and give a bird's eye view for time spent, quiz available, modules available and progress.
21	The Educational Platform should have facility to update Online for patches and updates.
22	The solution should have provision of logging attendance of Teachers and Students in electronic format
23	Entire solution should be integrated with a Command and Control Centre that will be setup as part of Ujjain Smart City Limited.

3.6 Implementation Schedule, Deliverables and Payment Terms

3.6.1   Deliverables & Payment Schedule

The payment of during Go-Live shall be strictly on project milestone basis as per actuals based on the details provided in the table provided below. The payment shall be released on successful completion of various deliverables to the satisfaction of USCL as percentage (%) of the total contract value.

T = Signing of Contract

S. No.	Key Deliverables	Timelines	Payment Milestones*
1	Project Go Live • Supply, Installation & Commissioning of Computer, Projection System, power backup and Smart Board • Supply, Installation, Commissioning of balance Hardware, Networking, internet connection (Wi Fi) and other Equipment for smart class • Procurement (Development) Customization and Deployment of Software, Academic Content. • Training and Hand holding (including fixes of any gaps/issues) & Go-Live (G)	Within 16 Weeks	50% For each school where supply, installation and commissioning is completed, pro-rata payment shall be released.

S. No.	Key Deliverables	Timelines	Payment Milestones*
2	Operations and Maintenance	For 3 Years after Go Live	45% to be paid on equal instalments every month. Separate payments shall be made to the Internet Service Provider who shall be required to raise an invoice monthly.
3	Hand Over of the System		5%

3.6.2 Payment Terms

1. No advance payment shall be made and all payments shall be made in arrears.

2. The Bidder's request(s) for payment shall be made to the USCL in writing, accompanied by an invoice describing, as appropriate, services completed. The invoiceshould be submitted and upon fulfilment of other obligations stipulated in the contract.

3. Payments shall be made promptly by the USCL within thirty (30) days aftersubmission of the invoice or claim by the Bidder, after quality inspection andverification by the USCL's Official of the conformity of theGoods/Products/Services/Solutions supplied as per the agreed specifications.

4. Payment shall be made in Indian Rupees by RTGS / NEFT on Bank in the name ofbidder.

5. All remittance charges shall be borne by the Successful Bidder.

6. In case of disputed items, the disputed amount shall be withheld and shall be paid onlyafter settlement of the dispute.

7. Any penalties/ liquidated damages, as applicable, for delay and non-performance, asmentioned in this RFP document, shall be deducted from the due payments of therespective milestones.

8. Taxes, as applicable, shall be deducted / paid, as per the prevalent rules andRegulations

9. It is the responsibility of the bidders to quote for and provide all the H/w and S/w formeeting all the requirements of the RFP. In case during evaluation, it is found thatcertain H/w or S/w which is critical for meeting the requirement of this RFP and has notbeen quoted as part of Bill of material (BoM), the bid can be rejected as nonresponsive.Additionally, if after the award of contract, it is felt that additional H/w or S/ware required for meeting the RFP requirement and the same has not been quoted bythe Successful Bidder, the Successful Bidder shall provide all such additional H/w orS/w at no additional cost to USCL.

10. Bandwidth consumption will also be part of the OPEX, and are to be defined separately. This component of the payment will be directly paid by the Client to ISP, as resale of bandwidth is not allowed. Separate invoice for the same has to be submitted on quarterly basis.

3.6.3 Indicative Resource Requirement

The below table illustrates a minimum indicative Team for System Integratorfor this project, bidder is expected to provide better and more number of personnel resources as required to meet the requirement of the RFP.

S. No.	Type of resource	Minimum qualification	Deployment
1.	Project Manager	At least 8 years of experience with Smart School.	To be deployed in Ujjain till the project go live. Responsible for all co-ordination activities
2.	Trainer	Expert Trainer in Smart School Equipment and Concepts.	To be deployed for all training activities
3.	Support Specialist	At least (1) person available during working hours.	Full Time Deployment in Ujjain for at least 1 person. The Support Specialist should be deployed at the office of the District Education Officer or any other office as instructed by the DEO / USCL. Support Specialist will be required to visit at least every school at least once every day and cover all class every two weeks. Support Specialist shall submit a daily report to the Client (DEO / USCL) and this report should contain details of schools / classes visited and satisfactory comments of the present Principals / their Representatives / Teachers.
4.	Other Experts	As required by the bidders to execute the project.	Other experts to be deployed by the System Integrator to meet the requirements of the RFP.

The Bidder is expected to construct the appropriate team with due care and diligence so as to meet all the obligations in this RFP with a standard that is expected of a professional technology and services firm. All mentioned personnel should be available for meetings at USCL location at a short notice.

3.7 Service Level Agreement (SLA)

3.7.1 Implementation Phase SLA Criteria

3.7.2 Project Timelines

ThefollowingtimelinesandSLAtermswillapplytothemilestoneswhicharetobeachieved during implementation of the Project. The deliverables for each milestone is discussed in detail in this RFP.

A Penalty of 1% of the Total Contract Value per week or part thereof, capped at 10% of Total Contract Value, shall be charged from the System Integrator towards delay in implementation of the project during the implementation of the Project. The Penalty will be charged towards delay of key milestone which is: **Go-Live.**

This is apart from other penalties related to Operations of the assignment.

3.7.3 Deployment of resources as proposed by the System Integrator

In case of any change in the original proposed resource, a prior approval from the USCL should be taken and only a better resource can be considered for change. USCL can approve the change of a resource if the resource has resigned or has a valid exceptional reason for change. Change of location within the same organization shall

not be considered a valid reason. In all other cases, when the System Integrator insists on a change, USCL may levy a penalty of Rs. 1 lakhs per change of resource. An occurrence may be considered every two weeks till the situation is resolved. **This SLA shall be valid during the implementation and O&M phases.**

3.7.4   Operations & Maintenance - SLA Criteria

Post Go-Live a single comprehensive operations SLA to measure the System Integrator's operational efficiency shall be enforced for all the locations. This SLA shall cover the entire geographical scope taken for implementation. The following SLA may be further enhanced taking into consideration the learning & challenges faced during the implementation.

If the System Integrator performs as per the baseline metrics,t hen100%of the amount of the quarterly payment due will be paid to theSystem Integrator as per the payment terms specified. However, if the System Integrator falters in one or more of the SLA resulting in lower performance or breach, then penalty deduction would be appropriately levied as per table below subject to maximum penalty of 10% of quarterly payment. Incase the System Integrator's penalty crosses the maximum limit of 10% of quarterly then the USCL may decide to terminate the System Integrator's contract.

S. No.	Service Level Parameters	Baseline	Breach		Basis of Measurement/ Remarks
			Metric	Deductions (%)	
1.	Average availabilityofcontent for all the classes	99.5%	For every 0.5% drop from Baseline measured every day	0.5% of Monthly Payment Due	Measuredusingthecalls logged on a daily basis.Non-availabilityofanyof theserviceswould amounttodeviation.
2.	ResolutionofCritical *calls	<8 hours	For every 1 hour or part delay thereof	0.01% of Monthly Payment Due	Faultswillbeloggedbythehelpdeskon,asandwhenalerte dbyusersbye-mail/fax/call.SLAisapplied ifSystem Integratorisfoundtohavefailedonceincaseof criticalfaultandthriceincaseofnon-criticalfault.
3.	ResolutionofNon-Critical*calls	< 24hours	For every hour >24hou rs	0.01% ofMonth ly Payment Due	
4.	Availability of Wi-Fi / Internet at each location	>95%	For every 1% drop from baselin e for each locatio n	0.1% of Monthly Payment Due	Faults should be logged through the helpdesk, as and when alerted by users by e-mail / fax / call. This includes low speed on the internet / Wi-Fi as measured by open source speed measuring software (ex. Speed-Test, etc.)
5.	Adequacy of Training	>80% satisfacti on index.	NA	NA	Satisfactionlevels measuredthrough feedbackquestionnaires circulatedtoTrainees.(Questionnaire tobefinalized bySystem IntegratorandUSCL. In case of any

S. N o.	Service Level Parameters	Baseline	Breach		Basis of Measurement/ Remarks
			Metric	Deducti ons (%)	
					candidate scoring less than 80% marks the respective candidate would need to be re-trained.
6.	All vulnerabilities/non-conformance reported shall be resolved within 14 days	Resolved within 14 days	For every 1 day beyond 14 days	1% of Monthly Payment Due	Approvals have to be obtained from the department after conducting Vulnerability Assessment and Penetration Testing (VAPT) and resolving the issues raised. If multiple approval iterations are involved, then last submission date for approval will be considered for SLA imposition. This SLA is applicable per instance.
7.	Submission of Daily Report by the Support Specialist	One Report (Soft Copy in Mail as well as Hard Copy) every Day	For every Day report is not submitted	1% of monthly payment due	Report submitted to DEO / USCL by e-mail and in hard copy. Delay of 01 working day in submission of report is acceptable and will not count for penalty. The report prepared and submitted by the Support Specialist shall also form a basis of measurement for other SLA's and for payment for O&M.

*Critical& non-critical calls are defined below

* Penalty for SLA violation for Operations and Maintenance shall be subject to a cap of 10%. However, in exceptional cases, USCL has the right to remove this cap. Exceptional cases may include SLA violation occurring where calculated penalty is more than 25% or where despite repeated reminders, the System Integrator has not performed course correction on a valid suggestion by USCL, or on any other circumstances as may be determined during the course of the project.

Performance related calls logged pertaining to hardware and software may be classified as critical and non-critical. The threshold for various non-critical calls may be defined later pertaining to memory utilization, response time, CPU utilization, etc. SLA for performance related calls have already been specified above.Each of instances of Quarterly Payment Due in the above table shall be referred to as 50% of the Contract value and non-meeting of SLA's shall be prorated to the number of locations in the project.

The calls logged should have two types of priorities –

1. Critical calls that lead to inability of locations / users to perform all functions pertaining to that particular location(s). Such calls will include issues with hardware, software, network, etc. Any dysfunctional hardware at any of the locations would be classified as critical, and

2. Non-critical calls that do not lead to complete disruption of services at any location(s) and there may be some work-around available.

Further, Calls related to application, hardware may be classified as calls pertaining to availability and performance which may be again classified as critical or non-critical. Availability is inversely related to downtime while performance is related to memory usage, CPU usage, etc.

In case of any dispute related to the nature of the call, whether critical or otherwise, a joint meeting shall be convened with the USCL where it would be decided if the call is / was critical. The decision of USCL shall be final.

The Successful Bidder would be required to submit an MIS detailing the number of calls received and their resolution thereof in a periodic manner.

4 Model Master Agreement

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

This Contract is made and entered into on this ….. day of ……….. by and between

"Ujjain Smart City Limited.",
(hereinafter referred to as Client)

which expression shall include its successors, administrators, executors and assignees) on the one part

and

M/s ……………., with its Registered office at ………

referred to as the "SYSTEM INTEGRATOR" or the "SI" (which expression shall include its successors, administrators, executors and permitted assignees) on the other part.

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

Whereas

1. Client has desired for <<RFP NAME>>for carrying out Client, IT operations conforming to specifications as set forth in the Scope of Work in the RFP issued.
2. And Whereas the SI represents that it has the necessary capabilities for carrying out the said works as referred to herein and has submitted a bid for providing the required services against Tender No……….. all in accordance with the terms and conditions set forth herein and any other reasonable requirements of the Client from time to time.
3. And Whereas Client has accepted the bid of the SI and has placed Letter of Acceptance / Notification of Award vide its letter ……….. Dated…. on the SYSTEM INTEGRATOR.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

Definitions:

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

"Business Day" means any day that is not a Sunday or a public holiday (as per the official holidays observed by Client;

"Confidential Information" means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information with regard to any registrant, or any other person who is covered within the ambit of any legislation related to Client, including any such information that may come to the knowledge of the Parties hereto / Bidder's Team by virtue of this Contract that:

- is by its nature confidential or by the circumstances in which it is disclosed confidential; or
- is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality;
- but does not include information which is or becomes public knowledge other than by a breach of this Contract;

- But does not include information which is in receiving party's possession prior to receipt from the disclosing party.
- But does not include information which is independently developed or learned by the receiving party.
- But does not include information which is disclosed by the receiving with the prior written approval of the disclosing party.

"Contract" means the Agreement entered into between the Client and the "System Integrator" as recorded in the Contract form signed by the Client and the "System Integrator" including all attachments and Annexes thereto, the Tender and all Annexes thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time;

"System Integrator's Representative" means the person or the persons appointed by the SI from time to time to act on its behalf for overall co-ordination, supervision and project management.

"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.

"Effective Date" means the date on which this Contract 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;

"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 Contract and the right to ownership and registration of these rights;

"Kick off Meeting" means a meeting convened by the Client to discuss and finalize the work execution plan and procedures with System Integrator.

The "SI" means the company with whom the order has been placed for providing Services as specified in this tender/Contract and shall be deemed to include the System Integrator's successors, representatives (approved by the Client), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the Contract.

"Lead Bidder" is the entity which is mentioned in the Consortium Agreement as such and in whose favour the LOA is issued by Client.

"System Integrator's Team" means the successful Bidder who has to provide services to the Client under the scope of this Tender / Contract. This definition shall also include any and/or all of the employees of Bidder, their authorized agents and representatives and approved Sub-Implementation Agencies or other personnel employed or engaged either directly or indirectly by the SI for the purposes of the Contract.

"Parties" means the Client and the SI and "Party" means either of the Parties;

"Service" means facilities/services to be provided as per the requirements specified in this tender document and any other incidental services, such as installation, implementation, maintenance, provision of technical assistance and other such obligations of the SI covered under the Contract;

"Service Specification" means and include detailed description, statements to 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 SI to meet the design criteria.

"Sub-System Integrator" means any person or persons or firm/company or their legal representatives, successors, assignees to which part of the Contract has been outsourced by the SI after necessary consent of Client.

"The Contract Price/Value" means the price payable to the SI under the Contract for the full and proper performance of its Contractual obligations;

Interpretation

5. In this Agreement, unless otherwise specified:

a. wherever the term System Integrator is used, it shall mean all the members of the Consortium together, as applicable. In this Contract unless a contrary intention is evident:

b. the clause headings are for convenient reference only and do not form part of this Contract;

c. unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;

d. unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;

e. a word in the singular includes the plural and a word in the plural includes the singular;

f. a word importing a gender includes any other gender;

g. a reference to a person includes a partnership and a body corporate;

h. a reference to legislation includes legislation repealing, replacing or amending that legislation;

i. where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.

j. in the event of an inconsistency between the terms of this Contract and the Tender and the Bid, the terms hereof shall prevail.

k. 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 INR.]

Ambiguitieswithin Agreement

6. In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

a. as between two Clauses of this Agreement, 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 Agreement and the Schedules/Annexures, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures; and

c. as between any value written in numerals and that in words, the value in words shall prevail.

Priority of Documents

7. This Agreement, including its Schedules and Annexures, 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 Agreement 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. This Agreement along with the SLA agreement, NDA agreement, Schedules and Annexures, including the tri-partite agreement for the bandwidth;

b. 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 Agreement, Annexures / Schedules or the contents of the RFP, the terms of this Agreement shall prevail over the Annexures / Schedules and Annexures / Schedules shall prevail over the contents and specifications of the RFP

Conditions Precedent

8. This Contract is subject to the fulfilment of the following conditions precedent by the System Integrator:

a. Furnishing of an unconditional and irrevocable and continuing Bank Guarantee for Contract Performance of the sum of Rs. _____/- (5% of the total Contract value), in a form and manner acceptable to the Client which would remain valid until such time and be renewable as may be stipulated by the Client.

b. Execution of a Deed of Indemnity
c. Obtaining of all statutory and other approvals required for the performance of the Services under this Contract
d. If applicable, the Consortium Agreement should be signed between all the Consortium Members and submitted to Client.

Representations & Warranties

9. In order to convince the Client to enter into this Contract, the SI hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:
   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. That the SI has the requisite experience in providing the services, the technical know-how and the financial wherewithal, the power and the authority that would be required to successfully provide the Services sought by the Client for the purposes of this Contract;
   c. That the SI is not involved in any major litigation or legal proceedings, pending, existing, and potential or threatened, that may have an impact of affecting or compromising the performance or delivery of Services under this Contract;
   d. That the representations and warranties made by the SI in the bid or will be made in this Contract are and shall continue to remain true and fulfil all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Contract and the Tender and unless the Client specifies to the contrary, the SI shall be bound by all the terms of the Bid and the Contract through the term of the Contract;
   e. That the SI has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to fulfil the Scope of Work stipulated in the Tender and this Contract;
   f. That there shall not be any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits;
   g. That the SI shall use such assets of the Client as the Client may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Contract. The SI shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof;
   h. That the SI shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the Client indemnified in relation thereto;
   i. That the execution of the Services and the Scope of work herein are and shall be in accordance and in compliance with all applicable laws.;
   j. That all conditions precedent under the Contract has been satisfied;
   k. That neither the execution and delivery by the SI of the Contract nor the System Integrator's compliance with or performance of the terms and provisions of the Contract;
      i. will contravene any provision of any Applicable Law or any order, writ, injunction or decree of any court or Governmental Authority binding on the System Integrator;
      ii. will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any Contract, Contract or instrument to which the SI is a party or by which it or any of its property or assets is bound or to which it may be subject or
      iii. will violate any provision of the Memorandum and Articles of Association of the System Integrator;

l.   That the SI certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the SI which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made;

m.   That the SI owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all its Intellectual Property Rights, which are required or desirable for performance of its services under this Contract and regarding the same the SI does not, so far as the SI is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. So far as the SI is aware, none of the Intellectual Property Rights, owned or enjoyed by the SI or which the SI is licensed to use, which are material in the context of System Integrator's business and operations for the performance of this Contract are being infringed nor, so far as the SI is aware, is there any infringement or threatened infringement of those Intellectual Property Rights licensed or provided to the SI by any person. All Intellectual Property Rights (owned by the SI or which the SI is licensed to use) required by the SI for the performance of the Contract are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Client indemnified in relation thereto;

n.   That any Intellectual Property created as a result of this Contract belongs solely to Client;

o.   That time is the essence of the Contract and hence the SI shall at all times maintain sufficient manpower, resources, and facilities, to provide the Services in a workmanlike manner on a timely basis.

p.   That its security measures, policies and procedures are adequate to protect and maintain the confidentiality of the Confidential Information.

q.   That in providing the Services or deliverables or materials, neither SI nor its agent, nor any of its employees, shall utilize information which may be considered confidential information of, or proprietary to, any prior employer or any other person or entity;

10. The Client or its nominated agencies represent and warrant to the 'System integrator' that:

a.   it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement and carry out the transactions contemplated hereby;

b.   it has taken all necessary actions under Applicable Laws to authorize the execution, delivery and performance of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;

c.   it has the financial standing and capacity to perform its obligations under the Agreement;

d.   it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;

e.   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 and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms thereof;

f.   the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the 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;

g.   there are no actions, suits or proceedings 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 default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its material (including any payment) obligations under this Agreement;

h. it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on the Client or its nominated agencies 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;

i. it has complied with Applicable Laws in all material respects;

j. all information provided by it in the RFP in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects; and

k. upon the System integrator performing the covenants herein, it shall not at any time during the term hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the System integrator, in accordance with this Agreement

Execution of Work Order

11. In the event of tender being submitted with consortium of partners, the Lead Bidder alone will be liable or responsible to the Client for due fulfilment of terms and conditions of the tender including installation, commissioning, operation, management and maintenance of the entire project.

12. The Successful Bidder should nominate and intimate Client a Project Manager specifically to handle the Work Order from Client and ensure that he fully familiarizes with the terms and conditions of the tender, scope of work, Work Order and the guidelines, and is responsible to effectively execute the Work Order complying all the terms and conditions.

13. In the event of tender being submitted with consortium of partners, the consortium cannot change its constituent partners during the execution of the work order without the express written permission from the client.

Assigning of Tender Whole or In Part

14. The System Integrator should not assign or make over the Contract, the benefit or burden thereof to any other person or persons or body corporate except declared consortium partners. They should not underlet or sublet to any person/s or body corporate except declared consortium partners for the execution of the Contract or any part thereof unless a proper approval for subletting is obtained from the Client.

Scope of work/Contract

15. Scope of the Contract shall be as defined in this RFP and the Corrigendum / Addendum issued with respect to this RFP.

General Requirements

16. The Bidder shall study and understand the existing processes and RFP thoroughly

17. The service delivery shall be of the highest quality.

18. The Bidder should make his own arrangements to obtain all the material required for this work such as PCs, printers, scanners, adequate human resource, stationery deemed necessary at various stages of the project.

19. The Successful Bidder at his own cost shall also arrange all stationary, projectors, drinking water.

20. All hardware and software supplied by the bidder shall be properly stored by the bidder and they shall be responsible for its safe custody it is supplied to the respective Offices.

21. All necessary use/test cases for the unit and integration testing shall be designed and prepared by the bidder under the guidance of the department.

22. It shall be obligatory for the Bidder to furnish Certificate, if demanded by the Department from manufacturer or the material supplier that the work has been carried out by using their material and as per their Recommendation

23. All electrical materials conforming to the Indian Standard Specification shall be used and the materials must comply with relevant standard specifications

Deviations

24. The tender should be for the complete scope of work and services. However, in case of any minor deviations, the Bidder should clearly and separately state the item that is in deviations in their tender. This should be clearly stated under deviations head quoting the index and serial references in Technical Specifications. Any deviation mentioned elsewhere in the tender but not clearly stated under this section should not be considered. The Bidder should also clearly indicate the services and utilities to be provided by the Department including their obligations, if any. Client reserves the right to consider or reject these deviations of the tender.

Training

25. Training will be provided by the selected bidder to the officials /staff / users according to need basis. All the training materials (Soft copy & Hard copies) will be provided by the SI. The soft copy shall also be stored in the web portal created under this assignment for easy reference.

26. Client shall provide space for the training and the SI shall provide all other equipment related to training, including but not limited to Systems, Projector, Training Material, etc.

27. Detailed training schedule is provided as a part of scope of work defined in this bid.

Licenses

28. In case of Foreign Supplies, the Successful Bidder should arrange necessary import license and other clearances.

29. All the licenses related to software and hardware procured for Client should be transferred to Client (and should be further transferable by Client to other authorities, such as Municipal Corporation of Ujjain, Education Department and other Schools, etc.) and should be perpetual licenses.

Storage & Risk

30. The Successful Bidder should make arrangements for transportation of Hardware/Software etc., to site and build their own stores for the intermediate storage of equipment, maintain the stores and all related documents and records, transport the equipment to site. SI shall at his own expense adopt suitable Risk Management methodology to mitigate all risks assumed by the SI under this Contract. SI shall underwrite all the risk related to its personnel deputed under this Contract as well as equipment and components of the Client, procured for the Client, equipment, tools and any other belongings of the SI or their personnel during the entire period of their engagement in connection with this Contract and take all essential steps to reduce and mitigate the risk. Tendering Authority or State Government will have no liability on this account.

Duration of the Contract

31. The Contract shall remain valid for implementation period till Go-Live (Completion of Roll Out) and for another 3 Years for operation and maintenance.

Performance Bank Guarantee

32. The Successful Bidder is required to remit the Performance Bank Guarantee equivalent to 5% of the value of the work order inclusive of EMD in the form of unconditional irrevocable Bank Guarantee for a period of Six years from the date of LOA, within fifteen days from the date of LOA. If the accepted Bidder fails to remit the Performance Bank Guarantee within the above said period, their tender will held void and the Earnest Money Deposit remitted by them will be forfeited to Client.

System Integrator's Obligations

33. SI should perform the Services specified by the Client and make available the necessary equipment / facilities / services as may be necessary and other 'Scope of work' requirements as specified in the tender and changes thereof.

34. The SI shall ensure that the System Integrator'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 SI shall ensure that the Services are performed through the efforts of the System Integrator's Team, in accordance with the terms hereof and to the satisfaction of the Client. Nothing in this Contract relieves the SI from its liabilities or obligations under this Contract to provide the Services in accordance with the Client directions and requirements and as stated in this Contract and the Bid to the extent accepted by the Client and the SI shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team.

35. Warranty - The equipment supplied would carry onsite comprehensive OEM warranty for the entire duration of the Contract. The supplied software shall carry warranty/support as per the agreement between the Client and the software OEMs.

36. Third party claims - The selected System Integrator(s) shall indemnify Client against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

37. Delivery and documentation - Delivery of Goods shall be made by the selected System Integrator strictly in accordance with the specifications of the tender document or in case of deviations, the specifications approved and accepted by the Client.

38. Ownership of equipment - All the equipment provided by the selected agency(s) shall virtually have the right to use of the property by Client throughout the Contract period though the ultimate transfer may come much later, after the expiry of the Contract period. The selected agency will therefore not shift, move, and transfer the equipment without the prior consent of the Client. Such a request by the System Integrator should be made with suitable justification and reasoning. However, the System Integrator will be allowed to carry out normal maintenance activities as scheduled. It should be noted that if equipment has to be replaced, the replacement must have a manufacturing date later than the equipment being replaced and the configuration of the replacement should be same or higher. Information about all such replacements along with reasons for should be provided in writing to Client.

39. Any equipment or material purchased, procured or developed as a result of this Contract shall belong to Client.

40. Ownership of all the data created during the period of Contract shall be the property of the Client, however, the responsibility of its maintenance, updating, correctness and backup would be that of System Integrator.

41. No third party interest in any form (lien, mortgage, hypothecation etc.) without the prior approval and consent of the Client, can be created on the assets, equipment etc. installed by the selected agency (s).

42. The System Integrator is required to ensure that at least one Senior Staff (Project Leader / Project Manager) who is capable of decision making and required coordination on day-to-day operations of the project are seated full-time at Client Office in Ujjain, for the rollout and O&M of the project.

43. Interpretation of Clauses - In case of any ambiguity in the interpretation of any of the clauses in the RFP, the interpretation of the clauses by Authorized Representative of Client shall be final and binding on all parties.

System Integrator's Representative

44. In case of a consortium, all the entities shall individually appoint their representative in the consortium for purposes of execution of this agreement and communicate the same to Client in writing.
45. Unless otherwise agreed with the Client, the named Project Manager shall be the System Integrator's Representative.
46. The System Integrator's representative shall have all the powers requisite for the performance of services under this Contract. The System Integrator's Representative shall liaise with the Client 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 Client representative in the manner required by them for supervision / inspection / observation of the facilities, equipment / material, procedures, performance, reports and records pertaining to the works. He shall also have complete charge of the System Integrator's personnel engaged in the performance of the works and to ensure internal discipline, compliance of rules, regulations and safety practice. He shall also co-ordinate and co-operate with the other System Integrators/Vendors of the Client working at the Site/offsite for activities related to planning, execution of scope of work and providing services under this Contract.

Reporting Progress

47. SI shall monitor progress of all the activities specified in the Contract and submit fortnightly and monthly progress report about various aspect of the work to the Client. The Client on mutual agreement between both parties may change the periodicity of such reports. Extracts of the progress report to be termed, as "Executive Summary" shall be submitted in 1 hard copy, along with 1copy of monthly progress report. The same is required to be submitted in soft copy as well. Formats for such reporting shall be discussed at the Kick-Off meeting.
48. The Infrastructure facilities / services, and manpower to be provided by the SI under the Contract and the manner and speed of execution and maintenance of the work are to be conducted in a manner to the satisfaction of Client representative in accordance with the Contract. The rate of progress of the work, compliance to the requirements of the Data Centre and departmental offices/its facilities, or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works or insufficient for satisfactory operation of the Client, Client representative may so notify the SI in writing.
49. The SI shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time. The SI shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the Client or Client representative that the actual progress of work does not conform to the approved programme the SI shall produce at the request of the Client representative a revised programme showing the modification to the approved programme necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance/improvement to the stipulated requirements

Knowledge of Site Conditions

50. The System Integrator's undertaking of this Contract shall be deemed to mean that the SI possesses the knowledge of all the related requirements as stipulated in the Tender Document including but not limited to environmental, demographic and physical conditions and all criteria required to meet the design of the systems.

51. The SI shall be deemed to have understood the requirements and have satisfied himself with the data contained in the Bidding Documents, the quantities and nature of the works and materials necessary for the completion of the works, etc., and in-general to have obtained himself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the Contract and his ability to perform it. However, if during the process of site preparation and installation of the equipment at the locations, as required by Client, SI detects any obstructions affecting the work, the SI shall take all measures to overcome them.

52. SI shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price for the works. The consideration provided in the Contract for the SI undertaking the works shall cover all the System Integrator's obligation and all matters and things necessary for proper execution and maintenance of the works in accordance with the Contract and for complying with any instructions which the Client Representative may issue in accordance with the connection therewith and of any proper and reasonable measures which the SI takes in the absence of specific instructions from the Client Representative.

System Integrator's Team

53. The SI shall submit to the Client 7 days prior to the effective date of commencement of works / services or kick-off meeting whichever is earlier, an organization chart showing the proposed organization/manpower to be established by the SI for execution of the work/facilities including the identities and Curriculum-Vitae of the key personnel to be deployed. The SI shall promptly inform the Client in writing, of any revision or alteration of such organization charts.

54. The team proposed by the SI as a part of the technical proposal should be deployed at Client. Any change in the team profile should be brought in to the notice of Client. SI should ensure that any replacement personnel, if unavoidable, is equivalent or better than the original personnel in terms of experience and qualification.

55. The SI shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and for all costs/charges in connection thereof.

56. The SI 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 and who are competent to execute or manage/supervise the work in a proper and timely manner. Any deviation from the team proposed in the Technical Bid shall be given to Client as and when required.

57. The Client Representative may at any time object to and require the SI to remove forthwith from the site a supervisor or any other authorized representative or employee of the SI or any person(s) deployed by SI or his agent / sub-Contractor, if, in the opinion of the Client Representative the person in question has misconduct himself or his deployment is otherwise considered undesirable by the Client Representative the SI shall forthwith remove and shall not again deploy the person in question of the work site without the written consent of the Client Representative.

58. The Client Representative may at any time request the SI to remove from the work / Site the System Integrator's supervisor or any other authorized representative including any employee of the SI or his sub-SI or any person(s) deployed by SI or their agent / sub-Contractor for professional incompetence or negligence or for being deployed for work for which he is not suited. The SI shall consider the Client Representative Request and may accede to or disregard it. The Client Representative, having made a request, as aforesaid in the case of any person, which the SI has disregarded, may in the case of the same person at any time but on a different occasion, and for a different instance of one of the reasons referred to above in this Clause object to and require the SI to remove that person from deployment on the work, which the SI shall then forthwith do 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 the Client Representative.

59. The Client Representative shall state to the SI in writing his reasons for any request or requirement pursuant to this clause.

60. The SI shall maintain backup personnel and shall promptly provide replacement of every person removed, pursuant to this section, with an equally competent substitute from the pool of backup personnel.

61. In case of change in its team composition owing to attrition, the SI 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 exiting team member should be replaced with an equally competent substitute from the pool of backup personnel.

62. The following shall be considered as the approved team for the System Integrator:

<<Names and Roles of Systems Integrator's Key Team to be inserted here>>

Contract administration

63. Either party may appoint any individual / organization as their authorized representative through a written notice to the other party. Each Representative shall have the authority to:

Exercise all of the powers and functions of his/her Party under this Contract other than the power to amend this Contract and ensure the proper administration and performance of the terms hereof; and Bind his or her Party in relation to any matter arising out of or in connection with this Contract.

The SI along with the members of Sub-Implementation Agencies/third parties shall be bound by all undertakings and representations made by the authorized representative of the SI and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf.

For the purpose of execution or performance of the obligations under this Contract, the Client representative would act as an interface with the nominated representative of the System Integrator. The SI shall comply with any instructions that are given by the Client representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the Tender.

A Committee comprising of representatives from the Client and the SI shall meet on a regular basis as per schedule prescribed by Client to discuss any issues / bottlenecks being encountered. The minutes of these meetings shall be prepared and circulated to the participants.

Right of Monitoring, Inspection and Periodic Audit

64. The Client, reserves the right to inspect and monitor/assess the progress/performance/maintenance of the contract at any time during the course of the Contract, after providing due notice to the System Integrator. The Client may demand and upon such demand being made, the Client shall be provided with any document, data, material or any other information which it may require, to enable it to assess the progress of the project.

65. The Client shall also have the right to conduct, either itself or through another party as it may deem fit, an audit to monitor the performance by the SI of its obligations/functions in accordance with the standards committed to or required by the Client and the SI undertakes to cooperate with and provide to the Client / any other party appointed by the Client 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 SI failing which the Client may, without prejudice to any other rights that it may have issue a notice of default.

66. Prior to any other party being appointed for such an audit, the Bidder will be requested to provide a list of entities that it deems not appropriate to conduct the said audit, which should be provided to Client within a 7 calendar days of such a request being made. Client shall then decide on this matter as appropriate.

Client Obligations

67. The Client Representative shall interface with the System Integrator, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Client shall provide adequate cooperation in providing details, assisting with coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Client is proper and necessary.

68. Client shall ensure that timely approval is provided to the System Integrator, where deemed necessary, which should include details and all specifications related to equipment/material required to be provided as part of the Scope of Work.

Information Security

69. The SI shall not carry and/or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by the Client out of its premises without prior written permission from the Client.
70. The SI shall adhere to the Information Security policy developed by the Government of India.
71. SI acknowledges that Client business data and other Client proprietary information or materials, whether developed by Client or being used by Client pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Client; and SI agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by SI to protect its own proprietary information. SI recognizes that the goodwill of Client depends, among other things, upon SI keeping such proprietary information confidential and that unauthorized disclosure of the same by SI could damage Client and that by reason of System Integrator's duties here under. SI may come into possession of such proprietary information, even though SI does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. SI shall use such information only for the purpose of performing the said services.
72. SI shall, upon termination of this agreement for any reason, or upon demand by Client whichever is earliest, return any and all information provided to SI by Client including any copies or reproductions, both hard copy and electronic copy.

Ownership of Equipment

73. The Client shall own the equipment / software and data centre infrastructure, supplied by the SI arising out of or in connection with this Contract. Client shall reserve rights to use the software for any other applications or purpose other than mentioned in this RFP.

Intellectual Property Rights

74. Products and fixes: All products and related solutions and fixes provided pursuant to this work order shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. System integrator 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 Client 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.
75. Bespoke development: Subject to the provisions of Clauses below, upon payment, the IPR rights for any bespoke development done during the implementation of the project will lie with Client. System integrator shall be entitled to a broad license back in the bespoke development for its internal usage and other e-governance projects.
76. Pre-existing work: All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a party under this Agreement ("pre-existing work") including any enhancement or modification thereto shall remain the sole property of that party. During the performance of the services for this agreement, each party grants to the other party (and their sub-contractors as necessary)

a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services for duration of the Term of this Agreement. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the System integrator should grant Client a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to Client as part of the service or deliverables only for its internal business operations. Under such license, either of parties will have no right to sell the pre-existing work of the other party to a Third Party. Client's license to pre-existing work is conditioned upon its compliance with the terms of this Agreement and the perpetual license applies solely to the pre-existing work that bidder leaves with Client at the conclusion of performance of the services.

77. Residuals: In no event shall System integrator be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the deliverables set-out in this Agreement or Annexure. In addition, subject to the confidentiality obligations, System integrator shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services.

Insurance

78. SI shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the SI under this Contract in respect of its personnel deputed under this Contract as well as SYSTEM INTEGRATOR's equipment, tools and any other belongings of the SI or their personnel during the entire period of their engagement in connection with this Contract. Client will have no liability on this account.

79. SI shall take out insurance policies against all risks of loss or damage caused to Client property / equipment for property / equipment owned or hired by Client and the works and part of the works taken over by Client, including but not limited to theft, fire, flood, arson, and any other natural or man-made causes.

80. Notwithstanding anything contained in any provision of this Contract, save as specified above in this Clause Client shall defend, indemnify and hold SI harmless from and against any losses, damages, cost or claims relating to Client existing property except in case of gross negligence or wilful misconduct of the System Integrator, its sub-system integrators, their agents or employees, in which case the SI shall be liable to bear any loss or damage occurring to the Property of the Client as a result of its gross negligence or wilful misconduct, provided however, that such liability shall be limited to 100% of the Contract Price.

81. "Gross Negligence" means: any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property, "wilful misconduct" means: "intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

82. Certificate of Insurance: Before commencing performance of the Contract, SI shall upon request furnish Client with certificates of insurance indicating (1) kinds and amounts of insurance as required herein (2) insurance Client or companies carrying the aforesaid coverage (3) effective and expiry dates of policies (4) that Client shall be given thirty (30) days written advance notice of any material change in the policy (5) waiver of subrogation endorsement has been attached to all policies and (6) the territorial limits of all policies. If any of the above policy expire or/ are cancelled during the term of this Contract and SI fails for any reason to renew such policies, then Client may replace same and charge the cost thereof to SYSTEM INTEGRATOR. Should the relapse in any insurance required to be carried out by SI hereunder for any reason; losses resulting there from shall be to the sole account of the SYSTEM INTEGRATOR. Such insurance shall be affected within Insurance Company incorporated and registered in India or jointly with a company of International repute and an Insurance Company incorporated and registered in India.

Indemnity

83. The SI shall execute and furnish to the Client a Deed of Indemnity in favour of the Client in a form and manner acceptable to the Client indemnifying the Client from and against any costs, loss, damages, expense, claims, patents, trademarks, copyrights including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

84. any negligence or wrongful act or omission by the SI or the System Integrator's Team or any sub-System Integrator/ third party in connection with or incidental to this Contract; or

85. Any breach of any of the terms of the System Integrator's Bid as agreed, the Tender and this Contract by the System Integrator, the System Integrator's Team or any sub-System Integrator/ third party.

86. The indemnity shall be to the extent of 100% in favour of the Client.

Confidentiality

87. The SI shall not use Confidential Information (Biometric Records etc.), the name or the logo of the Client except for the purposes of providing the Service as specified under this Contract;

88. The SI may only disclose Confidential Information in the following circumstances:with the prior written consent of the Client;to a member of the System Integrator's Team ("Authorized Person") if:

    88.1.1. the Authorized Person needs the Confidential Information for the performance of obligations under this Contract;

    88.1.2. the Authorized Person is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this Contract

89. The SI shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality agreement with the members of the, sub Implementation Agencies and other System Integrator's team members to the satisfaction of the Client.

90. The SI shall sign a Non-Disclosure Agreement (NDA) with the Client. The System Integrator, its antecedents and the sub-Contractor shall be bound by the NDA. The SI will be held responsible for any breach of the NDA by its antecedents, delegates or sub-Implementation Agencies

91. The SI shall notify the Client promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of the Client.

92. The SI shall be liable to fully recompense the Client for any loss of revenue arising from breach of confidentiality. The Client reserves the right to adopt legal proceedings, civil or criminal, against the SI in relation to a dispute arising out of breach of obligation by the SI under this clause.

Term and Extension of the Contract

93. The term of this Contract shall be initially for a period of three years from the date of Go-Live issued by Client.

94. After the expiry of Contract period, Client may extend the Contract term by 3 months twice subject to maximum of 6 months at the discretion of the Client, for which payment may be made at the same rate of quarterly payment as specified in the last payment milestones / payments made to the SI. The SI will have to compulsorily provide support for the extended term. After that if mutually agreed it can further be extended for 3 months twice. For this mutually agreed extended period, the amount will be paid on mutually agreed rate. The Client shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the System Integrator, at least 3 months before the expiration of the Term hereof, whether it will grant the SI an extension of the Term. The decision to grant or refuse the extension shall be at the Client discretion.

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

96. In case Client decides to renew the O&M for the SI, the same shall be at the rates per year which shall be the minimum of:
- The rate for O&M per year quoted by the System Integrator in the Commercial Bid for the Last such Time Period (Year)
- Rate of maintenance as specified in the Payment Milestones.

Prices

97. Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of Contract.

Alteration / Variation

98. The SI agrees that the requirements given in specifications of the Bidding Documents are broad requirements and are in no way exhaustive and guaranteed by the Client.

99. It shall be the responsibility of the SI to meet all the requirements contained in the Bidding Documents and any upward revisions and / or additions of quantities / specifications / sizes given in Specifications and drawings etc. of the Bidding Documents required to be made during commissioning of Data Centre and department offices shall not constitute a change order and shall be carried out without a change order and shall be carried out without any time and cost effect to Client.

100. Further upward revisions and or additions required to make System Integrator's selected space, facilities, equipment and installation procedures to meet Bidding Documents requirements expressed and to make entire facilities safe, operable and as per specified codes and standards shall not constitute a change order and shall be carried out without any time and cost effect to Client.

101. Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the specification, etc. of the Bidding Documents which the SI had not brought out to the Client notice in his tender shall not constitute a change order and such upward revisions and/or addition shall be carried out by SI without any time and cost effect to Client.

Change Order

102. The change order will be initiated only in case
1. The Client directs in writing the SI to include any addition to the scope of work covered under this Contract or delete any part of the scope of the work under the Contract,
2. SI requests to delete any part of the work which will not adversely affect the operational capabilities of the facilities and if the deletions proposed are agreed to by the Client and for which cost and time benefits shall be passed on to the Client
3. The Client directs in writing the SI to incorporate changes or additions to the various requirements already covered in the Contract.

103. Any changes required by the Client over and above the minimum requirements given in the specifications and drawings etc. included in the Bidding Documents before giving its approval to detailed design or Engineering for complying with design criteria and changes required to ensure systems compatibility and reliability for safe (As per codes, standards and recommended practices referred in the Bidding Documents) and trouble free operation shall not be construed to be change in the Scope of work under the Contract.

104. Any change order comprising an alteration which involves change in the cost of the works (which sort of alteration is hereinafter called a "Variation") shall be the Subject of an amendment to the Contract by way of an increase or decrease in the Contract Price and adjustment of the implementation schedule if any.

105. If there is a different of opinion between the SI and Client Representative whether a particular work or part of the work constitutes a change order or not, the matter shall be handled in accordance with the procedures set forth in Clause "Procedures for Change Order"

106. Within 14 working days of receiving the comments from the Client or the drawings, specification, purchase requisitions and other documents submitted by the SI for approval, the SI shall respond in writing, which item(s) of the Comments is/are potential changes(s) in the "Scope of work" of the RFP covered in the Contract and shall advise a date by which change request (if applicable) will be submitted to the Client.

Procedures for Change Order

107. During detailed Engineering and subsequently, if the SI observes that any new requirement which other than that required for meeting the design criteria is not specific or intended by the Contract has been stipulated by the Client while approving the specifications, calculations, purchase requisitions, other documents etc. he would verbally discuss the matter with Client Representative. Any addition of modules/sub-modules in the Client software as required by the department during implementation or O&M phase shall not constitute a change order.

108. In case such requirement arises from the side of the System Integrator, he would also verbally discuss the matter with Client Representative giving reasons thereof.

109. The representatives of both the parties will discuss on the new requirement for better understanding and to mutually decide whether such requirement constitutes a change order or not.

110. If it is mutually agreed that such Requirement constitutes a "Change Order" then a joint memorandum will be prepared and signed by the SI and Client to confirm a "Change Order" and basic ideas of necessary agreed arrangement.

111. Upon completion of the joint memorandum referred to above the results along with all relevant details including the estimated time and cost effect thereof with supporting documents would be submitted to the Client to enable the Client to give a final decision whether SI should proceed with the change order or not in the best interest of the works. The estimated cost and time impact indicated by SI shall be considered as a ceiling limit and shall be provisionally considered for taking a decision to implement change order. The time impact applicable to the Contract shall be mutually agreed, subsequently, on the basis of the detailed calculations supported with all relevant back up documents. In case SI fails to submit all necessary support and back up documents, the decision of the Client regarding time and cost shall be final and binding on the System Integrator.

112. If Client accepts the implementation of the change order above in writing, which would be considered as change order, then SI shall commence to proceed with the relevant work stipulated in the change order pending final agreement between the parties with regard to adjustment of the Contract Price and the Construction Schedule.

113. In case, mutual agreement whether new requirement constitutes the change order or not, is not reached, then SI in the interest of the works, shall take up the implementation of the work, if advised in writing to do so by Client Representative pending settlement between the two parties to the effect whether such requirement constitutes a change order or not as per the terms and conditions of Contract documents. The time and cost effects in such a case shall be mutually verified and recorded. Should it establish that the said work constitutes a change order; the same shall be compensated as per the clause given below.

114. The SI shall submit necessary back up documents for the change order showing the break-up of the various elements constituting the change order for the Client review. If no agreement is reached between the Client and SI within 60 days after Client instruction in writing to carry out the change concerning the increase or decrease in the Contract price and all other matters described above, either party may refer the dispute to arbitration.

Change of Size / Quantities

115. The Client will have the option to increase or decrease the size of the dedicated and exclusive space at its offices as well as the related quantities of equipment/material to be provisioned by the SI as mentioned in the Contract, at any time before work is initiated at the site, provided that such increase or decrease shall not exceed twenty five per cent (25%). The changes would be effected by using the unit price quoted by the System Integrator. In case the change required by the Client exceeds 25% of the total Contract Price, the said change would be subject to the SI providing his written consent to the Client request.

Conditions for extra work / change order

116. The provisions of the Contract shall apply to extra work performed as if the Extra work / Change order has been included in the original Scope of work. However, the Contract Price shall increase / decrease and the Time Schedule shall be adjusted on account of the Extra work / Change orders as may be mutually agreed in terms of provisions set forth in this contract. The System Integrator's obligations with respect to such work remain in accordance with the Contract.

117. The rates provided by the SI as part of its commercial quote will be considered as benchmark rates for placing change orders, if any.

Suspension of Work

118. The SI shall, if ordered in writing by the Client Representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The SI shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the System Integrator, if request for same is made and that the suspension was not consequent to any default or failure on the part of the System Integrator. In case the suspension of works, is not consequent to any default or failure on the part of the System Integrator, and lasts for a period of more than 3 months, the SI shall have the option to request the Client to terminate the Contract with mutual consent.

119. In the event that the Client suspends the progress of work for any reason not attributable to the SI for a period in excess of 90 days in aggregate, rendering the SI to extend his performance guarantee then Client shall bear only the cost of extension of such bank guarantee for such extended period restricted to the normal bank rates as applicable in the international banking procedures subject to the SI producing the requisite evidence from the bank concerned.

Tenure of Contract

120. Unless terminated earlier, the Contract shall terminate on the completion of term as specified in the Contract and only after the obligations mentioned in the contract are fulfilled to the satisfaction of the Client.

Implementation Schedule

121. <<Implementation schedule to be inserted here>>

Payment Schedule

122. All payments under this Contract shall be made to the Lead Bidder only and will be made in Indian Rupees only. Client reserves the right to release the part payment for completed work against the milestone payment. The following shall be the tentative payment schedule.

<<Payment Schedule to be inserted here>>

Service Level Agreement

123. <<Service Level Agreement to be inserted here>>

Penalty for Non-Fulfilment of Service Level Agreement

124. In case of non-conformity to SLA terms penalty will be deducted from the payment as mentioned in the SLA

Events of Default by the System Integrator

125. The failure on the part of the SI to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the System Integrator. The events of default as mentioned above may include inter-alia the following:

126. the SI has failed to perform any instructions or directives issued by the Client which it deems proper and necessary to execute the scope of work under the Contract, or

127. The SI has failed to adhere to any of the key performance indicators as laid down in the Key Performance Measures / Contract, or if the SI has fallen short of matching such standards/targets as the Client may have designated with respect to any task necessary for the execution of the scope of work under this Contract. The above mentioned failure on the part of the SI may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by the Client;

128. the SI has failed to remedy a failure to perform its obligations in accordance with the specifications issued by the despite being served with a default notice which laid down the specific deviance on the part of the SI to comply with any stipulations or standards as laid down by the Client; or

129. the System Integrator/System Integrator's Team has failed to conform with any of the Service/Facility Specifications/standards as set out in the scope of work of this Tender document or has failed to adhere to any amended direction, modification or clarification as issued by the Client during the term of this Contract and which the Client deems proper and necessary for the execution of the scope of work under this Contract

130. the SI has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the Tender and this Contract

131. 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 System Integrator.

132. The System Integrator/System Integrator's Team has failed to comply with or is in breach or contravention of any applicable laws.

133. Where there has been an occurrence of such defaults inter alia as stated above, the Client shall issue a notice of default to the System Integrator, setting out specific defaults / deviances / omissions and providing a notice of Sixty (60) days to enable such defaulting party to remedy the default committed.

134. Where despite the issuance of a default notice to the SI by the Client the SI fails to remedy the default to the satisfaction of the System Integrator, the Client may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the Client.

135. If the system integrator is given a penalty of more than 25% of any milestone payment, it constitutes a default and the Client has the right to consider the termination at any time after the default.

Consequences in Event of Default

136. Where an Event of Default subsists or remains uncured the Client may/shall be entitled to:

137. Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of Services and the project which the SI shall be obliged to comply with which

may include unilateral re-determination of the consideration payable to the SI hereunder. The SI shall in addition take all available steps to minimize loss resulting from such event of default.

138. The Client may, by a written notice of suspension to the System Integrator, suspend all payments to the SI under the Contract, provided that such notice of suspension:

139. shall specify the nature of the failure; and

140. shall request the SI to remedy such failure within a specified period from the date of receipt of such notice of suspension by the System Integrator

141. Where the Client deems necessary, it shall have the right to require replacement of any of the System Integrator's agents / sub-Contractors / vendors with another suitable member. The SI shall in such case terminate forthwith all their agreements/Contracts other arrangements with such member and find of the suitable replacement for such outgoing member with another member to the satisfaction of the Client who shall execute such Contracts with the Client as the Client may require. Failure on the part of the SI to find a suitable replacement and/or terminate all agreements/Contracts with such member, shall amount to a breach of the terms hereof and the Client in addition to all other rights, have the right to claim damages and recover from the SI all losses/ or other damages that may have resulted from such failure.

Termination of the Contract:

142. In case of termination of the Contract, Client retains the right to

Retain such amounts from the payment due and payable by the Client to the SI as may be required to offset any losses caused to the Client as a result of such event of default and the SI shall compensate the Client for any such loss, damages or other costs, incurred by the Client in this regard. Nothing herein shall effect the continued obligation of the agents / sub-Contractor / other members of its Team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.

Invoke the Security Deposit and other Guarantees furnished hereunder, enforce the Deed of Indemnity, recover such other costs/losses and other amounts from the SI may have resulted from such default and pursue such other rights and/or remedies that may be available to the Client under law.

Termination

143. The Client may, terminate this Contract in whole or in part by giving the SI prior and written notice indicating its intention to terminate the Contract under the following circumstances

Where the Client is of the opinion that there has been such Event of Default on the part of the SI which would make it proper and necessary to terminate this Contract and may include failure on the part of the SI to respect any of its commitments with regard to any part of its obligations under its Bid, the Tender or under this Contract.

Where it comes to the Client's attention that the SI (or the System Integrator's Team) is in a position of actual conflict of interest with the interests of the Client in relation to any of terms of the System Integrator's Bid, the Tender or this Contract

Where the System Integrator's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the System Integrator, any failure by the SI to pay any of its dues to its creditors, the institution of any winding up proceedings against the SI or the happening of any such events that are adverse to the commercial viability of the System Integrator. In the event of the happening of any events of the above nature, the Client shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor System Integrator/System Integrator, and to ensure business continuity

Termination for Insolvency: The Client may at any time terminate the Contract by giving written notice to the System Integrator, without compensation to the System Integrator, if the SI becomes bankrupt or otherwise

insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Client.

Termination for Convenience: The Client may, by prior written notice sent to the SI at least 6 months in advance, terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Client convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

The SI may, subject to approval by the Client terminate this Contract before the expiry of the term by giving the Client a prior and written notice at least 6 months in advance indicating its intention to terminate the Contract by paying losses to the Client as estimated by the Client.

Consequences of Termination

144. In the event of termination of this Contract due to any cause whatsoever except Termination for Convenience, Acts, Rules, Regulations, Procedures and Precedents shall be followed for further action on the SI, including up-to blacklisting of the SI. Before any adverse action is taken, the SI will be provided reasonable opportunity to explain its position.

145. In the event of termination of this Contract due to any cause whatsoever, [whether consequent to the stipulated Term of the Contract or otherwise] the Client shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the SI shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the Client and/or the successor System Integrator/System Integrator, as may be required, to take-over the obligations of the erstwhile SI in relation to the execution/continued execution of the scope of this Contract.

146. Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the SI or due to the fact that the survival of the SI as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the Client through unilateral re-determination of the consideration payable to the SI shall pay the SI for that part of the Services which have been authorized by the Client and satisfactorily performed by the SI up to the date of termination. Without prejudice any other rights, the Client may retain such amounts from the payment due and payable by the Client to the SI as may be required to offset any losses caused to the Client as a result of any act/omissions of the System Integrator. In case of any loss or damage due to default on the part of the SI in performing any of its obligations with regard to executing the scope of work under this Contract, the SI shall compensate the Client for any such loss, damages or other costs, incurred by the Client. Additionally, the sub SI / other members of its team shall perform all its obligations and responsibilities under this Contract in an identical manner as were being performed before the collapse of the SI as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by the Client and as may be proper and necessary to execute the scope of work under the Contract in terms of the System Integrator's Bid, the Tender and this Contract.

147. Nothing herein shall restrict the right of the Client 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 the Client under law.

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

Penalty

149. The SI should sign the Contract with in the timelines as specified in this RFP. Any Delay in signing the Contract would attract a penalty of INR 50,000 per week.

Liquidated Damages for Non-Fulfilment of Commissioning Schedule

150. A penalty as per service level agreement of late completion beyond the stipulated commissioning schedule will be levied.

151. In the case it leads to termination, the Client shall give 30 days' notice to the SI of its intention to terminate the Contract and shall so terminate the Contract unless during the 30 days' notice period, the SI initiates remedial action acceptable to the Client.

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

Compliance with Statutory Requirements

153. The SI shall have to comply with the Contract Labour Act (Regulation & Abolition Act), Apprentices Act 1961, Payment of Wages Act, Minimum Wages Act, Employee State insurance Act, Employee Provident Fund and Miscellaneous provision Act, Fatal Accident Act, and other applicable Labour and other Laws and Regulations in force from time to time.

Special Terms

154. Client reserves the right to reduce or increase the quantity requirement to an extent of 25% of tendered value at the time of releasing the work order or by issue of an amendment subsequently.

155. Any additional active devices that will be provided by Client, during the Contract period, which may be under warranty/AMC shall be deployed and monitored by the Successful Bidder as per the SLA and terms and conditions of the tender.

156. The SI is allowed to sub-Contract some of the activities mentioned in the Contract scope only after approval from the Client. The sub-Contracting should be limited to only one level. In case of any deviations, penalties may be imposed.

157. During the Contract period, any additional internet bandwidth as required in the name of Client is to be provided by the SI at the rates finalised in the tender.

158. During the Contract period, if any tariff reduction is announced by TRAI or the operators, the same has to be extended by the SI to the internet bandwidth and services.

159. After the expiry of Contract period, it may be extended to maximum of two quarter at same quarterly cost in the Last Quarter, at the discretion of the Client. In case of any further extensions, the same may be done at a mutually agreed rate.

Dispute Resolution

160. The Client and the SI shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract.

161. If, after Thirty (30) days from the commencement of such direct informal negotiations, the Client and the SI have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in Clauses.

162. In the case of a dispute or difference arising between the Client and the SI relating to any matter arising out of or connected with this Contract, such dispute or difference shall be resolved in accordance under The Arbitration and Conciliation Act, 1996 (amended in 2015) and as amended from time to time.

163. The party raising the dispute shall bear the costs related to filing and proceedings of the Arbitration.

164. The Client may terminate this Contract, by giving a written notice of termination of minimum 30 days, to the System Integrator, if the SI fails to comply with any decision reached consequent to this process.

165. Continuance of the Contract: Notwithstanding the fact that settlement of dispute(s) (if any) under any proceedings, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.

Limitation of the System Integrator's Liability towards the Client

166. Except in case of gross negligence or wilful misconduct on the part of the SI or on the part of any person or company acting on behalf of the SI in carrying out the Services, the System Integrator, with respect to damage caused by the SI to Client property, shall not be liable:
166.1. for any indirect or consequential loss or damage; and
166.2. For any direct loss or damage that exceeds (A) the total payments payable under his Contract to the SI hereunder, or (B) the proceeds the SI may be entitled to receive from any insurance maintained by the SI to cover such a liability, whichever of (A) or (B) is higher.

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

Conflict of interest

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

Severance

169. In the event any provision of this Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

Governing Language

170. The Agreement shall be written in English language. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

"No Claim" Certificate

171. The SI shall not be entitled to make any claim, whatsoever against the Client under or by virtue of or arising out of, this Contract, nor shall the Client entertain or consider any such claim, if made by the SI after he shall have signed a "No claim" certificate in favour of the Client in such forms as shall be required by the Client after the works are finally accepted.

Publicity

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

Force Majeure

173. Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any

default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.

174. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Client will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the SI in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

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

Exit Management

176. For the completion of the Contract period or extension thereof, the current SI shall follow the Exit Management Plan given below.

176.1.   Selection of the SI for the period beyond the current Contract (hereinafter referred to as 'New SI'') by Client. The current SI can also bid for the same.

176.2.   Submission of reports on the history of physical infrastructure / IT hardware / software by the Current SI to Client.

176.3.   Specification of configuration changes (based on the approval of Client) with necessary document proof by the current SI.

176.4.   Submission of documentation on the current configuration to IDMS application, hardware, etc.

176.5.   Verification and acceptance of documentation with respect to the physical inventory by Client.

176.6.   Deployment of resources at the Client and Data Centre, etc. by the New SI to meet the SLA requirements.

176.7.   Current SI has to co-ordinate with the New SI for smooth rollout.

176.8.   Parallel run by the New SI and Current SI for a period of 1 month to 3 months. The Current SI has to provide necessary training to the New SI for smooth takeover of operations.

176.9.   The Current SI shall transfer in good and working condition, all equipment (without any liability) necessary for the proper and normal operation of the Data Centre, etc. to Client.

176.10.   Any confidential Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to Client, Project's Intellectual Property Rights; any other project data and confidential information related to Client shall be transferred to Client. A due diligence may be carried out by Client or New SI on the transition of all the information (including but not limited to documents, records and agreements) relating to the Office to the Client.

176.11.   In case of any Contract extension beyond the Contract period, the same shall be made effect as per the clause mentioned in the "Special terms"

Exit Management Purpose

177. This Schedule sets out the provisions, which will apply on expiry or termination of the SLA, the Project Implementation, Operation and Management SLA. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

Transfer of Assets

178. SI shall be entitled to use the Assets for the duration of the exit management period, which shall be the four month period from the date of expiry of Contract, or termination of the SLA. All the assets / software / licenses procured shall be the property of the Client at all times.

Cooperation and Provision of Information

179. Except as otherwise provided elsewhere in this Agreement or the SLA, each Party ("Providing Party") to this Agreement or to the SLA undertakes promptly to provide the other Party ("Receiving Party") with all such information and co-operation which the Receiving Party reasonably requests, provided that such information and cooperation:
   a. does not require material expenditure by the Providing Party to provide the same;
   b. is reasonably required by the Receiving Party in order for it to comply with its obligations under this Agreement or the SLA;
   c. cannot be construed to be Confidential Information; and
   d. is capable of being provided by the Providing Party.
180. Further, each Party agrees to co-operate with the contractors and subcontractors of the other Party as reasonably requested in order to accomplish the purposes of this Agreement.
181. During the exit management period SI will allow Client access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the client to assess the existing services being delivered.

Confidential Information, Security and Data

182. The SI will promptly on the commencement of the exit management period, supply to the Client or its nominated agencies the following:
Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to Project's Intellectual Property Rights; any other data and confidential information related to Client;
Project data as is reasonably required for purposes of the Project or for transitioning of the services to its Replacing SI in a readily available format.
All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the Client and its nominated agencies, or its Replacing SI to carry out due diligence in order to transition the provision of the Services to Client or its nominated agencies, or its Replacing SI (as the case may be).

Employees

183. Promptly on reasonable request at any time during the exit management period or earlier, the SI shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to Client a list of all employees (with job titles and communication address and mobile numbers, including all personal details available) of the SI, dedicated to providing the services at the commencement of the exit management period;

184. To the extent that any Transfer Regulation does not apply to any employee of the SI, Client or Replacing SI may make an offer of employment or Contract for services to such employee of the SI and the SI shall not enforce or impose any Contractual provision that would prevent any such employee from being hired by the Client or any Replacing SI.

Rights of Access to Information

185. At any time during the exit management period, the SI will be obliged to provide an access of information to Client and / or any Replacing SI in order to make an inventory of the Assets (including hardware / Software / Active / passive), layouts, diagrams, schematics, documentations, manuals, catalogue, archive data, IP addressing, Live data, policy documents or any other material related to Client Project.

Exit Management Plan

186. SI shall provide Client with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition.
A detailed program of the transfer process that could be used in conjunction with a Replacement Successful Bidder including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
Plans for the communication with such of the SI, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on DC Project's operations as a result of undertaking the transfer;
Plans for provision of contingent support to Client Project and Replacement SI for a reasonable period (minimum one month) after transfer.

187. SI shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
188. Each Exit Management Plan shall be presented by the SI to and approved by Client or its nominated agencies.
189. The terms of payment as stated in the Terms of Payment Schedule include the costs of the SI complying with its obligations under this Schedule.
190. In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or Scope of Work each Party shall comply with the Exit Management Plan.
191. During the exit management period, the SI shall use its best efforts to deliver the services.
192. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.
193. This Exit Management plan shall be furnished in writing to Client or its nominated agencies within 15 days from the receipt of notice of termination or one month prior to the expiry this Agreement.

General

Relationship between the Parties

194. Nothing in this Contract constitutes any fiduciary relationship between the Client and System Integrator/System Integrator's Team or any relationship of employer employee, principal and agent, or partnership, between the Client and System Integrator.
195. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract.
196. The Client has no obligations to the System Integrator's Team except as agreed under the terms of this Contract.

No Assignment

197. The SI shall not transfer any interest, right, benefit or obligation under this Contract without the prior written consent of the Client.

Survival

198. The provisions of the clauses of this Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the Client notifies the SI of its release from those obligations.

Entire Contract

199. The terms and conditions laid down in the Tender and all annexure thereto as also the Bid and any attachments/annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior Contract, understanding or representation of the Parties on the subject matter.

Governing Law

200. This Contract shall be governed in accordance with the laws of India.

Jurisdiction of Courts

201. The Competent court in Ujjain have exclusive jurisdiction to determine any proceeding in relation to this Contract.

Compliance with Laws

202. The SI shall comply with the laws in force in India in the course of performing this Contract.

Notices

203. A "notice" means:
    203.1.   a notice; or
    203.2.   a consent, approval or other communication required to be in writing under this Contract.

204. All notices, requests or consents provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified / registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered to Client, at:

Chief Executive Officer
Ujjain Smart City Limited
Mela Office, Kothi Road, Ujjain – 464010
ujjainsmartcity@gmail.com

To SI at:

<Address>
<Phone:>
<Fax:>

205. Any Party may change the address to which notices are to be directed to it by notice to the other parties in the manner specified above. A notice served on a Representative is taken to be notice to that Representative's Party.

Waiver

206. Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.

207. A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.

208. The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

Modification

209. Any modification of this Contract shall be in writing and signed by an authorized representative of each Party.

Application

210. These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

IT Act 2000

211. Besides the terms and conditions stated in this document, the Contract shall also be governed by the overall acts and guidelines as mentioned in IT Act 2000, as amended time to time by the Government of India and rules framed thereunder.

5 Bid Forms

5.1 Instructions to Bidders for Preparing the Bid Forms

The Bidders are requested to prepare their Bid documents in the formats as mentioned below.In preparing its bid, the Bidder must ensure all such information is provided and that thetypographical aides are removed.

The Bidders are required to ensure that all documents provided are verifiableauthentic documents. Any forging of documents may lead to immediate disqualificationand other legal penalties. When requested by the Purchaser, the Bidders must supplyoriginals of the documents so as to be verified against the submitted documents andshould supply references so as to have the authenticity of the documents submittedverified.

The Bidders should also note that they should submit all documents to meet therequirements under this RFP. The Client would not accept any documents or amendments to documents, except as per the procedure specified in this RFP.

Bidders need not provide the Performance Security BankGuarantee with their bids. Only the Bidder selected for award by the Client will berequired to provide these securities.

All the pages (including documentary proofs and other documents that may be attached) should contain page numbers and would have to be uniquely serially numbered

The forms should be prepared in such a way so as to enable the evaluation committee to easily assess the bid documents.

5.2 Bid Checklist

Sl. No.	Check List Item	Requirement		To be filled in by the Bidder	
		Online	Hard Copy	Available with the bid	Page Number of the Bid
A	*General*				
1	Filled In Bid Checklist	✓	✓		
2	Document Fees	✓	Copy only		
3	EMD Copy	✓	Copy only		
4	Signed Bid Document	-	✓		
B	*Pre-Qualification / Eligibility Bid / Proposal*				

Sl. No.	Check List Item	Requirement		To be filled in by the Bidder	
		Online	Hard Copy	Available with the bid	Page Number of the Bid
1	Cover Letter	✓	✓		
2	Consortium Agreement	✓	✓		
3	Copy of Registration Certificate	✓	✓		
4	Copy of GST Registration	✓	✓		
5	Certificate as to Turnover	✓	✓		
6	Experience Credentials	✓	✓		
C	*Technical Bid / Technical Proposal*				
1	General Information	✓	✓		
2	Relevant Past Experience	✓	✓		
3	Proposed Personnel	✓	✓		
4	Hardware and Software List	✓	✓		
5	Manufacturers Authorization Forms	✓	✓		
6	Technical Approach and Methodology	✓	✓		
7	Unpriced Bill of Material	✓	✓		
8	Marketing Material / Literature for all products mentioned	✓	✓		
D	*Financial Bid / Financial Proposal*				
	Financial Bid to be submitted online only.	✓	-	-	-

5.3 Pre-Qualification / Eligibility Bid / Proposal Forms

1. Cover Letter

To

Chief Executive Officer
Ujjain Smart City Limited (USCL)
Simhastha Mela Office, Kothi Road,
Ujjain (M.P)

Date:

Subject: Proposal / Bid for <<INSERT NAME OF ASSIGNMENT>>

RFP Reference No: XX

Dear Sir or Madam,

With reference to your RFP Reference No. XX, Title "", we hereby submit our Proposal for the same.

We hereby declare that:

- We hereby acknowledge and unconditionally accept that the Authority can at its absolute discretion apply the criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of bidder for providing services.
- We have submitted EMD of INR [ ] in the form of [……………] and Tender fee of INR [ ] online through e-Tendering Portal (www.mpeproc.gov.in),
- We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.

We hereby confirm that our firm has not been blacklisted any public sector body in India.

We further confirm that our firm has no legal case pending in any court for winding up the company in India or elsewhere.

We confirm that we do not have any terminated contracts during the past 5 years due to non-performance from the following:

- The Central, State and Local Government bodies in India,
- Any Smart City SPV,
- Any Public Sector Undertaking

We also confirm that the above applies to all parent and subsidiary organizations of the applicant firm.

We agree to abide by our offer for a period of 180 days from the date of opening of prequalification bid prescribed by Authority and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.

In the event of acceptance of our bid, we do hereby undertake:

- To supply the products and commence services as stipulated in the RFP document
- To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.
- We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, training, providing facility management and handholding support, and inclusive of all out of pocket expenses, taxes, levies discounts etc.

We declare that our organization has <INSERT NUMBER (IN WORDS)> Full-time professional (Technical/Engineering, Managerial, Other required professionals) staff engaged in Similar projects.

As part of the enhancement to the specifications, confirm that, if awarded the contract: (Remove / modify the statements below as applicable)

A. We shall cover <INSERT NUMBER (IN WORDS)> additional classrooms as part of the contract without any increase in costs.
B. The Internet and Wi-Fi speed provided by us shall be <INSERT MBPS>.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.

We understand that the Authority may cancel the bidding process at any time and that Authority is not bound to accept any bid that it may receive without incurring any liability towards the bidder.

We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so, and further being barred / black-listed by the Authority for doing business with it.

In case of any clarifications please contact _____ email at _____

Thanking you,

Yours sincerely,

(Signature of the Lead bidder)
Printed Name
Designation
Seal
Date:
Place:
Business Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I_____, the [OFFICE HOLDER - Company Secretary / Managing Director] of _____, certify that_____ who signed the above Bid is authorized to do so and bind the company by authority of its board / governing body.

Date:
Signature:
(Company Seal)
(Name)

2. Consortium Agreement

Bidders to attach a consortium agreement or an MOU to enter into an agreement upon being selected for the contract. The Consortium agreement shall be presented to the client before execution of the contract.

3. Copy of Certificate as to Legal Entity

Bidders are requested to attach a copy of the Registration Certificate under the laws of the country. In case the Bidder organization(s) have gone any Name change, a copy of the Name Change Certificate should also be attached.

4. Copy of GST Registration Certificate and PAN

Bidders are requested to attach a copy of the (provisional) GST Registration Certificate.

5. Certificate as to Turnover

Bidders are requested to attach a copy of the certificate from the Chartered Accountant certifying the turnover of the Lead Member. The following format may be considered:

Sl. No.	Financial Year	Turnover	Remarks
1	2016-17		In case of provisional figures, please specify so.
2	2015-16		
3	2014-15		
4	2013-14		

6. Experience

The following documents should be submitted as part of the Experience

A. A project information sheet.

B. Copies of documentary evidence, including but not limited to contracts, work orders, client certificates, completion certificates, etc. The supporting documents submitted should clearly highlight the scope of the works to include the eligibility condition.

Format of Project Information Sheet:

Name of Bidder: (Lead Bidder only)		
Project Citation #:		
1.	Number of contract	
	Name of contract	
	Country	
2.	Name of Purchaser	
3.	Purchaser address	
4.	Nature of Information Systems and special features relevant to the contract for which the Bidding Documents are issued	
5.	Contract role (check one) ☐Prime System Integrator☐Management Contractor☐ Subcontractor☐ Partner in a Joint Venture	
6.	Amount of the total contract/subcontract/partner share (in specified currencies at completion, or at date of award for current contracts) Currency Currency Currency	
7.	Equivalent amount INR Total contract: INR_____; Subcontract: INR_____; Partner share: INR_____;	
8.	Date of award/completion	
9.	Contract was completed _____ months ahead/behind original schedule (if behind, provide explanation).	
10.	Contract was completed US$ _____ equivalent under/over original contract amount (if over, provide explanation).	
11.	Special contractual/technical requirements.	
12.	Indicate the approximate percent of total contract value of Information System undertaken by subcontract, if any, and the nature of such Information System.	

5.4 Technical Bid / Proposal Forms

1. General Information Form

All individual firms and each partner of a Joint Venture that are bidding must complete the information in this form. Nationality information should be provided for all owners or Bidders that are partnerships or individually owned firms.

Where the Bidder proposes to use named Subcontractors for highly specialized components of the Information System, the following information should also be supplied for the Subcontractor(s), together with the other relevant information Forms

1.	Name of firm	
2.	Head office address	
3.	Contact Address	
4.	Telephone	Contact
5.	Fax	Telex
6.	Website	
7.	Place of incorporation / registration	Year of incorporation / registration
8.	Name, Designation, Address and Contact Details (Telephone, E-Mail Address, FAX) of the contact person to whom all references shall be made regarding this RFP:	

Qualification of the Firm (Certifications, etc.)	
Name	
1.	
2.	
5.	

<<Attach Copy of ISO Certificate and other certificates as applicable. Certificate should be valid as on Bid submission date and the selected bidder should agree to have the certificate valid till the contract period.>>

Joint Venture Summary

Names of all partners of a Joint Venture
1. Partner in charge
2. Partner
3. Partner
4. Partner
5. Partner
6. etc.

List of Proposed Sub-Contractors

#	Item	Proposed Subcontractor	Place of Registration & Qualifications

2. Relevant Past Experience

The following documents should be submitted as part of the Experience

- A. A project information sheet.
- B. Copies of documentary evidence, including but not limited to contracts, work orders, client certificates, completion certificates, etc. The supporting documents submitted should clearly highlight the scope of the works to include the eligibility condition.

Format of Project Information Sheet:

Name of Bidder / JV partner:	
Project Citation #:	
Criteria addressed as per RFP.	
1.	Number of contract	
	Name of contract
	Country
2.	Name of Purchaser
3.	Purchaser address
4.	Nature of Information Systems and special features relevant to the contract for which the Bidding Documents are issued
5.	Contract role (check one) ☐Prime System Integrator☐Management Contractor☐ Subcontractor☐ Partner in a Joint Venture
6.	Amount of the total contract/subcontract/partner share (in specified currencies at completion, or at date of award for current contracts) Currency Currency Currency
7.	Equivalent amount INR Total contract: INR_____; Subcontract: INR_____; Partner share: INR_____;
8.	Date of award/completion
9.	Contract was completed _____ months ahead/behind original schedule (if behind, provide explanation).

10.	Contract was completed US$ _____ equivalent under/over original contract amount (if over, provide explanation).
11.	Special contractual/technical requirements.
12.	Indicate the approximate percent of total contract value of Information System undertaken by subcontract, if any, and the nature of such Information System.

3. Proposed Personnel, Candidate Summary and CV's

1.	Title of position
	Name of candidate
	Name of Firm (Bidder / Joint Venture Partner / Contracted Individually)
2.	Title of position
	Name of candidate
	Name of Firm (Bidder / Joint Venture Partner / Contracted Individually)
3.	Title of position
	Name of candidate
	Name of Firm (Bidder / Joint Venture Partner / Contracted Individually)

Candidate Summary

Detailed CV for each position as mentioned above should be provided. No CV should be more than 5 pages.

Position		
Candidate information	Name of candidate	Date of birth
	Professional qualifications	

Present employment	Name of Employer	
	Address of Employer	
	Telephone	Contact (manager / personnel officer)
	Fax	Telex
	Job title of candidate	Years with present Employer
Past employment (Please repeat as required)	Name of Employer	
	Address of Employer	
	Telephone	Contact (manager / personnel officer)
	Fax	Telex
	Job title of candidate	Years with present Employer

Summarize professional experience over the last twenty years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company/Project/ Position/Relevant technical and management experience

4. **Hardware and Software List**

Software Item	(select one per item)			(select one per item)	
	System Software	General-Purpose Software	Application Software	Standard Software	Custom Software

Hardware Item	Model, Make, Identifying Information	Key Configurations Details (Please attach data sheet)	Quantity Proposed

Custom Materials (Hardware and Software)

5. Manufacturers Authorization Form

Manufacturers Authorization Form is required for any material bidder proposes as part of the contract but is not manufactured by them.

Date:

Tender No and Name:

To:Executive Director,
Ujjain Smart City Limited

WHEREAS _____ who are official producers of _____ and having production facilities at _____ do hereby authorize _____ located at _____ (hereinafter, the "Bidder") to submit a bid and subsequently negotiate and sign a Contract with you for resale of the following Products produced by us, for the quantities, specifications and delivery schedule called for by the Supply Requirements associated with the above Invitation for Bids: .

We hereby extend to you a full guarantee and warranty, Defect Liability, of the Conditions of Contract and with our own standard product warranty, and duly authorize the Bidder to act on our behalf in fulfilling all warranty obligations with respect to the above-listed products offered for resale by the Bidder in relation to this Invitation for Bids.

We also certify that the Bidder is qualified by us to provide the following maintenance, technical or help desk support, new version upgrade and/or other services related to the above-listed Products in accordance with Scope of the System, and the Conditions of Contract:

Name

In the capacity of

Signed

Duly authorized to sign the authorization for and on behalf of: _____

Dated on _____ day of _____, _____.

Note:This letter of authority must be on the letterhead of the Producer, must be signed by a person competent and having the power of attorney to bind the Producer, and must be included by the Bidder in its bid as specified in the Instructions to Bidders. Minor variations in wordings of the letter may be allowed.

6. Technical Approach and Methodology

The Bidder shall provide adequate information to demonstrate clearly that it has the technical capability to meet the requirements for the Information System. With this form, the Bidder should summarize important certifications, proprietary methodologies, and/or specialized technologies which the Bidder proposes to utilize in the execution of the Contract or Contracts.

Key details on the following are required as part of this section:

- Detailed Approach and Methodology

  o Approach to Project and Delivery Management

  o Development and Roll out methodology

  o Use of existing infrastructure and resources

  o Database Design and Data Modelling

  o Security Features and Architecture

  o Approach to Testing and Roll out

  o Operations and Maintenance Support

  o Other discussions as required by the Bidder

- Enhancement to Specifications

- Work Plan

- Operations and Maintenance Plan

  - Escalation Matrix

- Quality Control Plan

- Training Plan

- Reports, etc.

- o Sample Reports generated from MIS

- o Dashboards

- o Business Intelligence

- o Reports generated from System

- o Testing - Load Testing / Performance Testing

- o Other Items as required.

- Service Level Agreements

  - o A brief note on each of the Service Level Agreements, how the Bidder proposes to meet it, any additional better SLA's that the bidder proposes to meet as part of Contract

  - o New SLA's that the bidder proposes to bear.

  - o Other discussions as required by the Bidder.

- Innovative Ideas in Project Execution

- Any other information

7. Un-priced Bill of Material

The Bidder is requested to provide the entire Bill of Material, without any price information in this table.A detailed unpriced Bill of Material is required to be provided.

The Bidders should note that even if some of the items are not mentioned in this unpriced Bill of Material, if required to perform the works as stated in the RFP, the same would be required to be provided.

Sl. No.	Equipment Description	Make / Model	Manufacturer	Quantity Proposed.

For each item in the Bill of Material, the Bidder is requested to enclose in the hard copy, any copies of relevant marketing literature / brochure / presentations, etc. that can help the committee to evaluate the item being proposed.

5.5 Financial Bid Forms

The following Financial Bid Form is provided for guidance purposes only. The Bidders are requested to fill ONLY the form available ONLINE.

Sl. No.	Description	Quantity	Rate (Inclusive of ALL Taxes)	Amount
A	B	C	D	E = C * D
1.	Interactive Smart Board with projector, speakers, other class infrastructure etc.	97		
2.	Desktop Computer (2 for each school)	10		
3.	Wi-Fi Setup and Network – LAN, Firewall and associated security, etc.	5 Schools		
4.	Electrical Works	As required		
5.	Networking Works	As required		
6.	Power backup	As required		
7.	Content – Class 1 – 12 -All subjects	As required		
8.	Language Laboratory – English	As required		
9.	Language Laboratory – Hindi	As required		
10.	Language Laboratory - Others	As required		
11.	MIS	Lump sum		
12.	Security Audit, etc.	Lump sum		
13.	Training – As required	As required		
14.	Help Desk setup	As required		
15.	School Management Software	As required		
16.	Project Manager	As required		
17.	Trainer	As required		
18.	Support Specialist	As required		

Sl. No.	Description	Quantity	Rate (Inclusive of ALL Taxes)	Amount
19.	Other Personnel	As required		
20.	Documentation	As required		
21.	Miscellaneous and OTHERS	As required		
22.	O&M			
23.	Hardware Infrastructure O&M	3 Years		
24.	Software O&M	3 Years		
25.	Internet / Leased line	3 Years		
26.	Content Updating	3 Years		
27.	Personnel Support Cost	3 Years		
28.	OTHERS	3 Years		
TOTAL				

6 Miscellaneous

6.1 Deed of Indemnity

<<To be executed by the System Integrator on a Non-Judicial Stamp Paper>>

Subject to Conditions mentioned below, the System Integrator(the "Indemnifying Party") undertakes to indemnify *Ujjain Smart City Limited and other associated entities*(the "Indemnified Party or Parties" as the case maybe) from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entityattributable to system Integrator's negligence or wilful default in performance or non-performance under this Agreement. If Client promptly notifies SI in writing of a third party claim against Client that any Service provided by the SI infringes a copyright, trade secret or patents incorporated in India of any third party, SI will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Client. The System Integrator shall hold Client harmless towards any claim or damage or infringement from any third parties in relation in case of any breach of IPR / Patent rights etc.

Conditions

The indemnities set out in shall be subject to the following conditions:

I.   the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;

II. the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defence;

III. if the Indemnifying Party does not assume full control over the Defence of a claim as provided in this Article, the Indemnifying Party may participate in such Defence 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;

IV. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;

A.   all settlements of claims subject to indemnification under this Clause will:

B.   be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and

V.   include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;

VI. the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;

VII. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;

VIII.   in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates; and

If a Party makes a claim under the indemnity in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

6.2 Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is made and entered into _____ day of <<Month>>, 2017 by and between

Ujjain Smart City Limited having its office at Mela Karyalay, Kothi Road, Ujjain 464010, Madhya Pradesh (hereinafter referred to as "USCL" which expression shall include its successors and permitted assignees) of the First Part.

and

[INSERT COMPLETE LEGAL NAME OF THE SYSTEM INTEGRATOR] having its registered office at [INSERT THE REGISTERED ADDRESS OF THE SI] (hereinafter referred to as "System Integrator" which expression shall include its successors and permitted assignees) of the Second Part.

USCL and System Integrator are hereinafter collectively referred to as "Parties" and individually as a "Party".

WHEREAS, through a competitive bidding process USCL has selected the System Integrator to implement [INSERT PROJECT NAME] for USCL and have entered into an Agreement dated…….. (hereinafter the "Master Agreement") in this regard.

AND WHEREAS USCL may disclose to the System Integrator certain information which is confidential and proprietary in nature and wishes to protect such information from unauthorized disclosure and use;

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein and in the Master Agreement, Parties agree as follows:

1. **Definitions**

a) The term "Confidential Information" shall include, without limitation, all information and materials, furnished by USCL to System Integrator, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, logo, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, sales figures, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes, bio-metric records and other intellectual property relating to the USCL's data, computer database, products and/or services. Confidential Information shall also include results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by System Integrator in connection with the USCL's information or sensitive personal information as defined under any law for the time being in force.

b) The term, "USCL" shall include the officers, employees, agents, consultants, contractors and representatives of USCL, including other government departments for which USCL may be rendering its services, and its successors and permitted assignees.

c) The term, "System Integrator" shall include the directors, officers, employees, agents, consultants, contractors, sub-contractors, sub-implementation agencies and representatives of System Integrator, including its affiliates, subsidiary companies and permitted assigns and successors.

2. Protection of Confidential Information

With respect to any Confidential Information disclosed to System Integrator or to which System Integrator has access, System Integrator agrees that it shall:

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

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

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

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

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

    (i) expiration or termination of the Master Agreement, or

    (ii) on request of USCL.

f) Not discuss with any member of public, media, press or any other person about the nature of arrangement entered between USCL and System Integrator or the nature of services to be provided by the System Integrator to USCL except with the written consent of USCL.

3. Exception

The aforesaid obligations of confidentiality shall not apply to the following information:

(i) which has become generally available in the public domain without breach of this Agreement by the System Integrator; or

(ii) which at the time of disclosure to System Integrator was known to System Integrator free of confidentiality restriction as evidenced by documentation in System Integrator's possession; or

(iii) which USCL agrees in writing is free of such confidentiality restrictions; or

(iv) which has been received from a third party who owes no obligation of confidence in respect of such information; and

(v) which is directed to be disclosed by a court of competent jurisdiction or by a governmental or regulatory authority provided that System Integrator have given prior prompt notice in writing to USCL of such disclosure;

4. **Onus**

System Integrator shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the exceptions provided in clause 3 above.

5. **Remedies**

System Integrator acknowledges and agrees that (a) any actual or threatened unauthorized disclosure or use of the Confidential Information by System Integrator would be a breach of this Agreement and may cause immediate and irreparable harm to USCL; (b) damages from such unauthorized disclosure or use may be impossible to measure accurately and injury sustained by USCL may be impossible to calculate and remedy fully. System Integrator acknowledges that in the event of such a breach, USCL shall be entitled to specific performance by System Integrator of System Integrator's obligations contained in this Agreement. System Integrator shall recompense USCL for any loss of revenue arising out of or in any way relate to, or result from breach of obligations under this Agreement by System Integrator. USCL reserves the right to adopt legal proceedings, civil or criminal, against the System Integrator in relation to a dispute arising out of breach of the confidentiality obligations of the System Integrator under this Agreement.

6. **Need to Know**

System Integrator shall restrict disclosure of Confidential Information to its employees and/or consultants and/or sub-consultants who have a need to know such information for accomplishment of services under the Master Agreement provided such employees and/or consultants and/or sub-consultants have agreed to abide by the terms and conditions of this Agreement and agree that they shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of USCL.

7. **Intellectual Property Rights Protection**

No license to System Integrator, under any trademark, patent, copyright, design right or any other intellectual property right is either granted or implied by the conveying of Confidential Information to System Integrator.

8. **Authority**

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

9. GoverningLaw

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

10. Amendments

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

11. Severability

In the event any provision of this Agreement is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Agreement shall remain in force and effect.

12. Waiver

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

13. Survival

System Integrator agrees that all of its obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement and obligations of indemnity shall survive for a period of 10 yearsafter any expiration or termination of the Master Agreement.

14. Term

This Agreement shall come into force on the date first written above and, subject to aforesaid clause 13, shall remain valid up to expiry or termination of the Master Agreement.

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

For Ujjain Smart City Limited	For System Integrator
Name:	Name:

Title:	Title:
WITNESSES:	WITNESSES:
1.	1.
2.	2.

6.3 Format for Performance Bank Guarantee

<<TO BE EXECUTED UPON A BANK IN UJJAIN>>

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

BANK GUARANTEE NO. _____   **DATE**: _____

This deed of performance guarantee made this ………… (date / month / year) by (Name and address of the Bank) (herein referred to as the Bank) which expression shall unless repugnant to the context and meaning thereof includes its legal representatives, successors and assignees and the **M/S. UJJAIN SMART CITY LIMITED** (hereinafter referred to as the **USCL**) which expression shall unless repugnant to the context and meaning thereof include its legal representative, successors and assignees.

Whereas, **USCL,** has awarded a Contract bearing No. _ _ _ _ _ _ _ _ **dated** _ _ _ on M/s. _____ (Name and address of the party) (Hereinafter referred to as the `System Integrator') [INSERT PROJECT NAME]. And whereas, the System Integrator has agreed to submit a performance guarantee in the form of a Bank Guarantee to the **USCL,** in terms and conditions of Letter of intent/Notification of award No. ………….. dated ……., which will be kept valid up to **72 calendar months** from the date of Bank Guarantee. And whereas, the Bank and its duly constituted agent and officer has already read and understood the contract made between the **USCL,** and the System Integrator.

In consideration of the **USCL.,** having agreed to award the contract, we _____ name of the Bank), do hereby guarantee, undertake, promise and agree to with the **USCL**, its legal representatives, successors and assignees that the within named (name of the System Integrator) their legal representatives and assignees will faithfully perform and fulfil everything within the Bidding Document and the Contract on their part to be performed or fulfilled, at the time (time being the essence of the contract) and in the manner therein provided, do all obligations there under and we further undertake and guarantee to make payment to the **USCL,** of Rs._____ (Rupees only) being the 5% of the contract value, in case the System Integrator, their legal representatives and assignees do not faithfully perform and fulfil everything within the Letter of intent/Notification of award on their part to be performed or fulfilled, at the time and in the manner therein provided and do not wilfully and promptly do all obligations there under.

In case, the fails to perform or fulfil the Contract as per the terms and conditions agreed upon, the **USCL,** is entitled to demand an amount equal to 5% of the Contract value from the System Integrator and the demand made by the **USCL,** by itself will be conclusive evidence and proof that the System Integrator has failed to perform or fulfil his obligations and neither the System Integrator nor the Bank will be entitled to raise any dispute regarding the reasons for the failure of performance or fulfilment, on any ground.

We, (name of the Bank), do hereby undertake to an amount equal to 5% of the order value, being the amount due and payable under this guarantee without any demur, merely on a demand from the **USCL ,** stating that the amount claimed is due by way of non – performance of the contractual obligations as aforesaid by the System Integrator or by reason of the System Integrator's failure to perform the said contractual commitments, any such demand made on the Bank shall be conclusive as

regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees only) being the amount equal to 5% of the total contract value.

We, (name of the Bank), further, agree that the performance guarantee herein contained shall remain in full force and effect for a period upto _____ from the date of Bank guarantee and till the **USCL ,** certifies that the terms and conditions of the said contract have been fully and properly carried out by the said System Integrator and accordingly discharge the guarantee, unless a demand or claim under this guarantee is made on us in writing by the **USCL,** on or before _____, we shall be discharged from all liabilities under this performance guarantee thereafter.

We, (name of the Bank), further agreed with the **USCL,** that the **USCL,** shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document and the Contract to extend the time of performance by the said System Integrator from time to time or postpone for any time and any of the power exercisable by the **USCL,** against the System Integrator and to forebear or enforce any of the terms and conditions relating to the said Bidding Document and the Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said System Integrator, or for any forbearance, act or omission on the part of the **USCL,** to the said System Integrator by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the **USCL,** may have or hereafter possess in respect of the goods supplied/work executed or intended, to be supplied/executed and the **USCL,** shall be under no obligation to marshal in favour of the Bank any such securities or funds or asset that the **USCL,** may be entitled to be receiving or have a claim upon and the **USCL,** at its absolute discretion may vary, exchange, renew, modify or refuse to complete to enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the **USCL,** on serving us with a notice, requiring the payment of the amount and such notice shall be deemed to have been served on the Bank either by actual delivery thereof to the Bank or by dispatch thereof to the Bank by Registered Post at the address of the Bank.

Any notice sent to the bank at its address by Registered Post acknowledged due as proof having delivered shall be deemed to have duly served on the Bank not withstanding that the notice may not in fact have been delivered to the bank.

In order to give full effect to the provisions of this guarantee the Bank hereby waives all rights inconsistent with the above provisions and which the Bank might otherwise as a guarantor be entitled to claim and enforce.

We, _____, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the **USCL,** in writing and the guarantee shall be a continuous and irrevocable guarantee up to a sum of Rs. _____ (Rupees only).

The Guarantee shall remain in force until _____ and a claim is performed against the bank within three months from the said date all rights of the Dairy under the guarantee shall cease and the Bank shall be released and discharged from all liabilities here under.

NOT WITH STANDING anything contained herein:

i.   Over liability under this guarantee shall not exceed Rs. _____
ii.   This bank guarantee shall be valid up to _____ and
iii.   We, (name of the Bank), are liable to pay the guarantee amount or any part thereof under this bank guarantee only and if **USCL,** serve upon us (name of the Bank), a written claim or demand on or before _____

_____
(Signature with Seal)

Place:
Date:

Code No.

6.4 Draft Tripartite Services Agreement

[On stamp paper of appropriate value]

This Tripartite Services Agreement (Agreement) is entered into this ____day of _____ 201__, having an effective date _____ (Effective Date) by and between the following parties. Supplier, Confirming Party and Customer are individually referred to as "Party" **and collectively, the** "Parties"**:**

Customer Entity:	Supplier Entity:	Confirming Party Entity:
Customer Registered/Business Address:	Supplier Registered/Business Address:	Confirming Party Corporate office /Business Address:
Customer Contact:	Supplier Contact:	Confirming Party Contact:
Customer Notice Address:	Supplier Notice Address:	Confirming Party Notice Address

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

For and on behalf of the President of India, the Customer	For and on behalf of Supplier	For and on behalf of Confirming Party
Witness:	Witness:	Witness:

WHEREAS:

A. The Customer had issued Request For Proposal (the "RFP") in respect of as per RFP No. _____ (the "Project") to which the Consortium (defined hereinafter) had submitted its response/bid to the said RFP;

B. The Customer awarded the work in favour of Consortium in respect of the Project and the Customer and the

Consortium had entered into an Agreement dated _____ related thereto (Customer Agreement with Consortium, as further defined hereinafter);

C. Pursuant to the aforementioned Customer Agreement with Consortium, the Customer awarded COF in favour of Supplier for the supply of Services which has been accepted by the Supplier;

D. The Parties now wish to enter into this Agreement to record the terms and conditions on the basis of which the Services would be provided by the Supplier to the Customer and the roles and responsibilities of Confirming Party, if any, in connection therewith. Notwithstanding the provisions of Section _____ of Customer Agreement With Consortium, terms of the Customer Agreement with Consortium shall apply to the Supplier only to the extent applicable to Supplier's scope of Services with respect to the Project.

1. DEFINITIONS

Capitalized terms used in this Agreement but otherwise not defined shall have the following meaning:

"Consortium" means (for the purposes of this Agreement) the consortium between, *inter alia*, the Supplier and the Confirming Party as per consortium agreement dated _____, including any amendments thereto, ("Consortium Agreement") for jointly submitting the consortium proposal to the Customer in response to the Customer's RFP.

"Customer" means the entity defined above. For the purposes of all remedies and limitations of liability set forth in this Agreement, Customer means Customer, its Affiliates and its and their employees, directors, officers, agents and representatives.

"Customer Agreement With Consortium" means agreement dated _____ in respect of the Project to which the Customer and Consortium are parties.

"Customer Order Form" or **"COF"** -means the purchase order dated _____ (including amendments thereto) for Service issued by Customer and accepted by Supplier setting out matters relating to Supplier's delivery of Services to Customer.

"Customer Premises" means the location or locations occupied by Customer or Customer's End Users (as applicable) to which Service is delivered.

"End User" means any person or entity deriving or making use of the Services through Customer including but not limited to, Customer, an Affiliate of Customer, an authorized vendor of Customer or a customer of Customer.

"Service Schedules" means the scope of work in respect of Services as set out in the Consortium Agreementwhich is incorporated into this Agreement by way of this reference.

"Services" means _____ set forth in the Consortium Agreement with respect to scope identified in Annexure A, B and C of the Consortium Agreement. For avoidance of doubt, internet services (as specified in Consortium Agreement) are excluded from the scope of Services.

"Service Fees" means the charges payable by Customer for the Services (including but not limited to monthly recurring charges and non-recurring charges) as identified in the COF(s) and Service Schedules and the Customer Agreement with the Consortium.

"Supplier" means the entity named above or in a COF, as applicable.For the purposes of all remedies and limitations of liability set forth in this Agreement, Supplier means Supplier, its Affiliates and its and their employees, directors, officers, agents and representatives.

2. SERVICES

2.1   The Supplier agrees to provide the Services as per the Service Schedules, in accordance with the terms and conditions of the Customer Agreement with the Consortium to the extent such terms and conditions apply to the Supplier's provision of the Services. Confirming Party confirms that the Services Schedule covers the entire scope of Services to be provided by the Supplier under the Customer Agreement with the Consortium.

2.2   Term/Service Fees. This Agreement shall become effective on the Effective Date and shall be co-terminus with Customer Agreement with the Consortium.

2.3   Payment.Supplier will commence invoicing for Services as per the applicable payment terms of the Customer Agreement with Consortium. Invoices raised by Supplier shall be vetted and approved by the Confirming Party. Payment shall be made by the Customer to Supplier against the invoices duly vetted and approved by the Confirming Party for the Services in accordance with the payment terms mentioned in the Customer Agreement with Consortium, to the bank account designated by Supplier from time to time. Unless otherwise specified in the COF, all amounts shall be invoiced and paid in INR. Payment shall be made after deducting liquidated damages/penalties (related to Services to be supplied by the Supplier) taxes etc. as per the terms and conditions of the Customer Agreement with the Consortium.

3.   RESALE AND USE OF SERVICES

3.1   Resale of Services.Customer shall not have any right to market and/or re-brand the Services purchased by it as its own product and services or to resell the Services to third parties unless it has all required legal and/or regulatory licenses and consents from all relevant Governmental Authorities. Customer shall strictly comply with all the legal and/or regulatory licenses and consents from all relevant Governmental Authorities with respect to any permitted resale of Services. Customer shall be solely responsible and liable for any misuse of Services by Customer's customers or any third parties in respect of Customer's resale of Services.

3.2   Customer's Obligation.In the event Customer resells the Services to a third party, it shall do so only under the conditions that (i) any and all of such third party's acts and omissions (including any failure by the third party to comply with any applicable law rule or regulation in the jurisdiction in which it uses or resells the Services) shall be attributable to Customer for the purposes of this Agreement; (ii) any resale or sublicense by Customer of the Services shall not relieve Customer of its obligations under any applicable Order Form or this Agreement; and (iii) such third party waives any liability by Supplier in connection therewith.

4.   LIMITATION OF LIABILITY

4.1   Damages.Notwithstanding any other provision hereof or any other agreement, neither Customer nor Supplier shall be liable for (a) any indirect, incidental, special, consequential, exemplary or punitive damages including any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of customers, loss of data, arising out of the performance or failure to perform under this Agreement, whether or not caused by the acts or omissions of its employees or agents, and regardless of whether such Party has been informed of the possibility or likelihood of such damages.

5.   MISCELLANEOUS

5.1   Governing Law. This Agreement shall be governed by the laws of India and the Parties irrevocably submit to the exclusive jurisdiction of the courts at Ujjain in Madhya Pradesh and any court of appeal therefrom.

5.2   Severability; Waiver.In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision(s) shall be stricken and the remainder of this Agreement shall remain legal, valid and binding.The failure by either Party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right or to operate so as to bar the exercise or enforcement of any such or other right on any later occasion.

5.3   Notice. Any notice or communication required or permitted to be given hereunder may be delivered by hand, sent by overnight courier, email (with confirmation of delivery and followed up by registered post) or facsimile (with confirmation of delivery), at the addresses set forth on the Cover Page and/or the applicable COF or at such other address as may hereafter be furnished by either Party to the other by notice in accordance

herewith.Such notice or communication will be deemed to have been given as of the date it is delivered, emailed, or faxed, as applicable.

5.5   Relationship of Parties.Supplier and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Supplier and Customer.

5.6   Dispute Resolution – Any dispute with respect to this Agreement shall be resolved as per the dispute resolution provisions agreed in the Customer Agreement with the Consortium.

5.7   Entire Understanding.This Agreement along with the Customer Agreement With the Consortium, Service Schedule, Consortium Agreement and COF constitutes the entire understanding of the Parties related to the subject matter hereof.As per clause 1.3 (e) of the Customer Agreement with the Consortium, this Agreement forms an integral part of the Customer Agreement with the Consortium. Except to the extent otherwise agreed in this Agreement, all terms and conditions of the Customer Agreement with the Consortium shall mutatis mutandis apply to this Agreement. This Agreement is without prejudice to (i) any rights that the Customer may have against the Confirming Party under the Customer Agreement with the Consortium and (ii) any and all obligations that the Confirming Party has under the Customer Agreement with the Consortium.

5.8   Amendment. This Agreement may be amended only in writing signed by a duly authorized representative of each of Confirming Party, Supplier and Customer.

END OF DOCUMENT