



**REQUEST FOR PROPOSAL FOR SELECTION OF
SYSTEM INTEGRATOR**

RFP NO : 04/2014-15/Elect/OPHWC

**IMPLEMENTATION OF
CCTV BASED CITY SURVEILLANCE AND DIAL 100
SYSTEM IN PURI
FOR NABAKALEBARA**

**RFP VOLUME III
GENERAL CONDITIONS OF CONTRACT**

**The Odisha State Police Housing
and
Welfare Corporation Ltd**

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1. CONTRACT CONDITIONS

1.1. Definition of Terms

- **“Purchaser”** means Odisha State Police Housing and Welfare Corporation Ltd
- **“Acceptance of System”**: The system shall be deemed to have been accepted by the Purchaser, subsequent to its installation and rollout, when all the activities as defined in Scope of Work have been successfully executed and completed to the satisfaction of Purchaser.
- **“Bidder”** shall mean organization submitting the proposal in response to this RFP
- **“Contract”** means the Contract entered into by the parties with the entire documentation specified in the RFP.
- **“Contract Value”** means the price payable to the Bidder under this Contract for the full and proper performance of its contractual obligations. The Contract Value shall be equal to the total Bid Price.
- **“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.
- **“Goods”** means all of the equipment, sub-systems, hardware, software, products accessories and/or other material / items which the Bidder is required to supply, install and maintain under the contract.
- **“Intellectual Property Rights”** means any patent, copyright, trademark, trade name, service marks, brands, proprietary information whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- **“OEM”** means the **Original Equipment Manufacturer of any equipment / system / software / product** which is providing such goods to the Purchaser under the scope of this Tender / Contract.
- **“Bidder’s Team”** means the successful Bidder who has to provide goods & services to the Purchaser under the scope of this Contract. This definition shall also include any and/or all of the employees of the Bidder, authorized service providers/ partners/ agents and representatives or other personnel employed or engaged either directly or indirectly by the Prime Bidder for the purposes of this Contract.
- **“Sub-Contractor”** shall mean the entity named in the contract for any part of the work or any person to whom any part of the contract has been sublet with the consent in writing of the Purchaser and the heirs, legal representatives, successors

and assignees of such person.

- “SCC” means Special Conditions of Contract
- “Services” means the work to be performed by the Bidder pursuant to this RFP and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the Purchaser.

1.2. Interpretation

In this Contract unless a contrary intention is evident:

- 1.2.1. the clause headings are for convenient reference only and do not form part of this Contract;
- 1.2.2. unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- 1.2.3. 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;
- 1.2.4. a word in the singular includes the plural and a word in the plural includes the singular;
- 1.2.5. a word importing a gender includes any other gender;
- 1.2.6. a reference to a person includes a partnership and a body corporate;
- 1.2.7. a reference to legislation includes legislation repealing, replacing or amending that legislation;
- 1.2.8. 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.
- 1.2.9. in the event of an inconsistency between the terms of this Contract and the Tender and the Bid, the terms hereof shall prevail.
- 1.2.10 The word Bidder implies all its constituents, if any.

1.3. Conditions Precedent

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

- 1.3.1. If the successful bidder is a consortium , the members thereof shall form a Special Purpose Vehicle as approved by the Purchaser.

- 1.3.2. Furnishing by the Bidder, an unconditional and irrevocable Performance Bank Guarantee of amount equivalent to 10% of the Contract value and in a manner acceptable to the Purchaser which would remain valid for the entire contract period, also in case of extension, and be renewable as may be stipulated by the Purchaser.
- 1.3.3. Obtaining of all statutory and other approvals required for the performance of the Services under this Contract. This may include approvals/clearances, wherever applicable, that may be required for execution of this contract e.g. clearances from Government authorities for importing equipment, exemption of Tax/Duties/Levies, work permits/clearances for Bidder / Bidder's team, etc.
- 1.3.4. Furnishing of such other documents as the Purchaser may specify.
- 1.3.5. The Purchaser reserves the right to waive any or all of the conditions specified in Clause 1.3 above in writing and no such waiver shall affect or impair any right, power or remedy that the Purchaser may otherwise have.

1.4. Key Performance Measurements

- 1.4.1. Unless specified by the Purchaser to the contrary, the Bidder shall deliver the goods, perform the Services and carry out the scope of work in accordance with the terms of this Contract, Scope of Work and the Service Specifications as laid down under **RFP Annexure 4 (Service Level Agreement) of this RFP Volume II (Instruction To Bidders)** .
- 1.4.2. If the Contract includes more than one document, then unless the Purchaser specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.
- 1.4.3. The Purchaser reserves the right to amend any of the terms and conditions in relation to the Contract and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfillment of the scope of work.

1.5. Commencement and Progress

- 1.5.1. The Bidder shall subject to the fulfillment of the conditions precedent above, commence the performance of its obligations in a manner as per the Scope of Work (RFP Volume 1).
- 1.5.2. The Bidder shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.

- 1.5.3. The Bidder shall be responsible for and shall ensure that all activities / services are performed in accordance with the Contract, Scope of Work and Service Specifications and that the Bidder's Team complies with such Specifications and all other standards, terms and other stipulations/conditions set out hereunder.
- 1.5.4. The Bidder shall perform the activities / services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and shall observe sound management, engineering and security practices.
- 1.5.5. The Bidder shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Purchaser and shall, at all times, support and safeguard the Purchaser's legitimate interests in any dealings with Third parties.

1.6. Approvals and Required Consents

- 1.6.1. The Purchaser will extend necessary support to the Bidder to obtain, maintain and observe all relevant and customary regulatory and governmental licenses, clearances and applicable approvals (hereinafter the "Approvals") necessary for the Bidder to provide the Services. The costs of such Approvals shall be borne by the Bidder. Both parties will give each other all co-operation and information reasonably.
- 1.6.2. The purchaser shall also provide necessary support to Bidder in obtaining the Approvals. In the event that any Approval is not obtained, the Bidder and the purchaser will co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for the purchaser, to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such Approval is obtained, provided that the Bidder shall not be relieved of its obligations to provide the Services and to achieve the Service Levels until the Approvals are obtained if and to the extent that the Bidder 's obligations are dependent upon such Approvals.

1.7. Bidder's Obligations

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

- 1.7.2. In addition to the aforementioned, the Bidder shall provide services to manage and maintain the said infrastructure along with Facilities Management Services at indicative locations for the entire duration of the contract period.
- 1.7.3. Purchaser reserves the right to interview the personnel proposed that will be deployed as part of the project team. If found unsuitable, the Purchaser may reject the deployment of the personnel. But ultimate responsibility of the project implementation shall lie with the Bidder.
- 1.7.4. Purchaser reserves the right to require changes in personnel which shall be communicated to the Bidder. The Bidder with the prior approval of the Purchaser may make additions to the project team. The Bidder shall provide the Purchaser with the resume of Key Personnel and provide such other information as the Purchaser may reasonably require. The Purchaser also reserves the right to interview the personnel and reject, if found unsuitable. In case of change in its team members, for any reason whatsoever, the Bidder shall also ensure that the exiting members are replaced with at least equally qualified and professionally competent members.
- 1.7.5. In case of change in its team members, the Bidder 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.
- 1.7.6. The Bidder shall ensure that the Bidder'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 Bidder shall ensure that the Services are performed through the efforts of the Bidder's Team, in accordance with the terms hereof and to the satisfaction of the Purchaser. Nothing in this Contract relieves the Bidder from its liabilities or obligations under this Contract to provide the Services in accordance with the Purchaser's directions and requirements and as stated in this Contract and the Bid to the extent accepted by the Purchaser and the Bidder 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.
- 1.7.7. The Bidder shall be fully responsible for deployment / installation / development and integration of all the software and hardware components and resolve any problems / issues that may arise due to integration of components.
- 1.7.8. The Bidder shall ensure that the OEMs supply equipment/ components including associated accessories and software required and shall support the Bidder in the installation, commissioning, integration and maintenance of these components during the entire period of contract. The Bidder shall ensure that the Commercial-

Off- The -Self OEMs supply the software applications and shall support the Bidder in the installation / deployment, integration, roll-out and maintenance of these applications during the entire period of contract.

- 1.7.9. All the software licenses that the Bidder proposes should be perpetual software licenses. The software licenses shall not be restricted based on location and the Purchaser should have the flexibility to use the software licenses for other requirements if required.
- 1.7.10. The Bidder shall ensure that the Annual Maintenance support for the software and hardware components and other devices is provided till the end of the contract period. Annual Maintenance support shall include patches and updates the software, hardware components and other devices. The Bidder shall ensure that there is a comprehensive onsite warranty / support arrangement for the aforementioned period with all the OEMs.
- 1.7.11. The Purchaser reserves the right to review the terms of the Warranty and Annual Maintenance agreements entered into between the Bidder and OEMs and no such agreement/contract shall be executed, amended, modified and/or terminated without the prior written consent of the Purchaser. An executed copy of each of such agreements/contracts shall, immediately upon execution be submitted by the Bidder to the Purchaser.
- 1.7.12. The Bidder shall ensure that none of the components and sub-components is declared end-of-sale or end-of-support by the respective OEM at the time of submission of bid. If, the OEM declares any of the products/ solutions end-of-sale subsequently, the Bidder shall ensure that the same is supported by the respective OEM for contract period.
- 1.7.13. The Bidder shall ensure that the OEMs provide the support and assistance to the Bidder in case of any problems / issues arising due to integration of components supplied by him with any other component(s)/ product(s) under the purview of the overall solution. If the same is not resolved for any reason whatsoever, the Bidder shall replace the required component(s) with an equivalent or better substitute that is acceptable to Purchaser without any additional cost to the Purchaser and without impacting the performance of the solution in any manner whatsoever
- 1.7.14. The Bidder shall ensure that the OEMs for hardware servers/equipment supply and/or install all type of updates, patches, fixes and/or bug fixes for the firmware or software from time to time at no additional cost to the Purchaser.

- 1.7.15. The Bidder shall ensure that the OEMs for hardware servers/ equipment conduct the preventive maintenance on a monthly basis and break-fix maintenance in accordance with the best practices followed in the industry.
- 1.7.16. The Bidder shall ensure that the documentation and training services associated with the components shall be provided by the OEMs without any additional cost to the Purchaser.
- 1.7.17. The Bidder shall provision the required critical spares/ components at the designated Datacenter Sites / office locations of the Purchaser for meeting the uptime commitment of the components supplied by him.
- 1.7.18. The Bidder's representative(s) shall have all the powers requisite for the execution of scope of work and performance of services under this contract. The Bidder's representative(s) shall liaise with the Purchaser's representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. The Bidder will extend full co-operation to Purchaser's representative in the manner required by them for supervision/ inspection/ observation of the equipment/ goods/ material, procedures, performance, progress, reports and records pertaining to the works. He shall also have complete charge of the Bidder's personnel engaged in the performance of the works and to ensure compliance of rules, regulations and safety practice. He shall also cooperate with the other Service Providers/Vendors of the Purchaser working at the Purchaser's office locations and Datacenter Sites. Such Bidder's representative(s) shall be available to the Purchaser's Representative at respective Datacenter Sites during the execution of works and during the contract period thereafter.
- 1.7.19. The Bidder shall be responsible on an ongoing basis for coordination with other vendors and agencies of the Purchaser in order to resolve issues and oversee implementation of the same. The Bidder shall also be responsible for resolving conflicts between vendors in case of borderline integration issues.
- 1.7.20. Access to Installation Sites
- 1.7.21. The Purchaser's representative upon receipt of request from the Bidder intimating commencement of installation at Datacenter Sites shall give to the Bidder access to as much of the Datacenter Sites as may be necessary to enable the Bidder to commence and proceed with the installation of the works in accordance with the programme of work. Any reasonable proposal of the Bidder for access to Site to proceed with the installation of work in accordance with the programme of work will be considered for approval and shall not be unreasonably withheld by the Purchaser.

Such requests shall be made to the Purchaser's representative in writing at least 7 days prior to start of the work.

1.7.22. At the Data Centre Sites and Purchaser's office locations, the Purchaser's representative shall give to the Bidder access to as much as may be necessary to enable the Bidder to commence and proceed with the installation of the works in accordance with the programme of work or for performance of Facilities Management Services.

1.7.23. Start of Installation

1.7.23.1. Before commencement of installation at respective Datacenter Sites, Bidder shall carry out proper planning and co-ordination with other vendors viz, Data centre Service Provider and Network / Bandwidth Provider in order to prepare the installation plan and detailed design / architectural design documents.

1.7.23.2. The plan and design documents thus developed shall be submitted by the Bidder for approval by the Purchaser.

1.7.23.3. After obtaining the approval from the Purchaser, the Bidder shall commence the installation.

1.7.23.4. Prior to taking up installation of any major component of work, the Bidder shall submit to Purchaser his/her proposed procedures and obtain Purchaser's approval in writing.

1.7.24. Reporting Progress

1.7.24.1. The Bidder shall monitor progress of all the activities related to the execution of this contract and shall submit to the Purchaser, progress reports with reference to all related work, milestones and their progress during the implementation phase.

1.7.24.2. Formats for all above mentioned reports and their dissemination mechanism shall be discussed and finalized at the Kick-Off meeting. The Purchaser on mutual agreement between both parties may change the formats, periodicity and dissemination mechanism for such reports.

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

- 1.7.24.4. The Bidder shall ensure that the respective solution teams involved in the execution of work are part of such meetings.
- 1.7.24.5. A high level Steering Committee involving representative of the Purchaser and senior officials of the Bidder shall be formed for the purpose of this contract. This committee shall meet at intervals, as decided by the Purchaser later, to oversee the progress of the project.
- 1.7.24.6. All the goods, services and manpower to be provided / deployed by the Bidder under the Contract and the manner and speed of execution and maintenance of the work and services are to be conducted in a manner to the satisfaction of Purchaser's representative in accordance with the Contract.
- 1.7.24.7. The Purchaser reserves the right to inspect and monitor/ assess the progress/ performance of the work / services at any time during the course of the Contract. The Purchaser may demand and upon such demand being made, the Bidder shall provide documents, data, material or any other information which the Purchaser may require, to enable it to assess the progress/ performance of the work / service.
- 1.7.24.8. At any time during the course of the Contract, the Purchaser shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the Bidder of its obligations/ functions in accordance with the standards committed to or required by the Purchaser and the Bidder undertakes to cooperate with and provide to the Purchaser/ any other agency appointed by the Purchaser, all Documents and other details as may be required by them for this purpose. Such audit shall not include Bidder's books of accounts
- 1.7.24.9. Should the rate of progress of the works or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works by the stipulated time, or is in deviation to Tender requirements/ standards, the Purchaser's representative shall so notify the Bidder in writing.
- 1.7.24.10. The Bidder shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time or to ensure compliance to Tender requirements. The Bidder shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the Purchaser or Purchaser's representative that the actual progress of work does not

conform to the approved programme the Bidder shall produce at the request of the Purchaser's 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 to the stipulated requirements

- 1.7.24.11. The submission seeking approval by the Purchaser or Purchaser's representative of such programme shall not relieve the Bidder of any of his duties or responsibilities under the Contract.
- 1.7.24.12. In case during execution of works, the progress falls behind schedule or does not meet the Tender requirements, the Bidder shall deploy extra manpower/ resources to make up the progress or to meet the Tender requirements. Programme for deployment of extra man power/ resources will be submitted to the Purchaser for its review and approval. All time and cost effect in this respect shall be borne, by the Bidder within the contract value
- 1.7.25. Knowledge of Datacenter Site conditions
- 1.7.25.1. The Bidder shall be granted access to the Datacenter Site for inspection by the Purchaser before commencement of installation. The plan shall be drawn mutually at a later stage.
- 1.7.25.2. The Bidder shall be deemed to have knowledge of the Datacenter Sites and its surroundings and information available in connection therewith and to have satisfied itself the form and nature thereof including, the data contained in the Bidding Documents, the physical and climatic conditions, the quantities and nature of the works and materials necessary for the completion of the works, the means of access, etc. and in general to have obtained itself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the Contract and his ability to perform it. However, if during pre-installation survey / during delivery or installation, the Bidder detects physical conditions and/or obstructions affecting the work, the Bidder shall take all measures to overcome them.
- 1.7.26. Project Plan
- 1.7.26.1. Within 3 calendar days of Effective date of the contract, the Bidder shall submit to the Purchaser for its approval a detailed Project Plan with details of the programme showing the sequence, procedure and method in

which he proposes to carry out the works. The Plan so submitted by the Bidder shall conform to the requirements and timelines specified in the Contract. The Purchaser and the Bidder shall discuss and agree upon the work procedures to be followed for effective execution of the works, which the Bidder intends to deploy and shall be clearly specified. The Project Plan shall include but not limited to project organization, communication structure, proposed staffing, roles and responsibilities, processes and tool sets to be used for quality assurance, security and confidentiality practices in accordance with industry best practices, project plan and delivery schedule in accordance with the Contract. Approval by the Purchaser's Representative of the Project Plan shall not relieve the Bidder of any of his duties or responsibilities under the Contract.

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

1.7.27. Bidder's Organisation

1.7.27.1. The Bidder should provision for minimum manpower resources required for execution of work and provision of services under this contract as specified .

1.7.27.2. The Bidder should to the best of his efforts, avoid any change in the organization structure proposed for execution of this contract or replacement of any manpower resource appointed. If the same is however unavoidable, the Bidder shall promptly inform the Purchaser in writing, and the same shall require subsequent approval by the Purchaser.

1.7.27.3. In case of replacement of any manpower resource, the Bidder should ensure efficient knowledge transfer from the outgoing resource to the incoming resource and adequate hand-holding period and training for the incoming resource in order to maintain the continued level of service.

1.7.27.4. All manpower resources deployed by the Bidder for execution of this contract must strictly adhere to the attendance reporting procedures and make their services available as agreed upon for the entire reporting time period at the Data Centre Sites and Purchaser's office location.

1.7.27.5. The Bidder shall provide at the respective Datacenter sites necessary supervision during the execution of work and as long thereafter as the

Purchaser may consider necessary for the proper fulfillment of the Prime Bidder's obligations under the Contract. The Bidder or his competent and authorized representative(s) shall be constantly present at the respective Datacenter Sites during agreed time for supervision. The Bidder shall authorize his representative to receive directions and instructions from the Purchaser's Representative.

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

1.7.27.7. The Bidder shall provide and deploy, at the Data Centre Sites and Purchaser's office locations for carrying out the work, only those manpower resources who are qualified/ skilled and experienced in their respective trades and who are competent to deliver in a proper and timely manner the work they are required to perform or to manage/supervise the work.

1.7.27.8. The Purchaser's Representative may at any time object to and require the Bidder to remove forthwith from the Data Centre Sites and Purchaser's office locations any authorized representative or employee of the Bidder or any person(s) of the Bidder's team, if, in the opinion of the Purchaser's Representative the person in question has misconduct or his / her deployment is otherwise considered undesirable by the Purchaser's representative. The Bidder shall forthwith remove and shall not again deploy the person without the written consent of the Purchaser's Representative.

1.7.27.9. The Purchaser's Representative may at any time object to and request the Bidder to remove from the Data Centre Sites and Purchaser's office locations any of Bidder's authorized representative including any employee of the Bidder or his team or any person(s) deployed by Prime Bidder or his team for professional incompetence or negligence or for being deployed for work for which he is not suited. The Bidder shall consider the Purchaser's Representative request and may accede to or disregard it. The Purchaser's Representative, having made a request, as aforesaid in the case of any person, which the Bidder 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 Bidder to remove that person from deployment on the work, which the Bidder 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 Purchaser's representative.

- 1.7.27.10. The Purchaser's representative shall state to the Bidder in writing his reasons for any request or requirement pursuant to this Clause.
- 1.7.27.11. The Bidder shall promptly replace every person removed, pursuant to this section, with a competent substitute, and at no extra cost to the Purchaser.
- 1.7.28. Adherence to safety procedures, rules regulations and restriction
- 1.7.28.1. The Bidder's Team shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Bidder's Team shall abide by these laws
- 1.7.28.2. Access to the Datacenter Site shall be strictly restricted. No access to any person except the essential members of the Bidder's Team who are genuinely required for execution of work or for carrying out management/ maintenance who have been explicitly authorised by the Purchaser shall be allowed entry to the Datacenter Sites. Even if allowed, access shall be restricted to the pertaining equipment of the Purchaser only. The Bidder shall maintain a log of all activities carried out by each of its team personnel.
- 1.7.28.3. The Bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. The Bidder's Team shall adhere to all security requirement/ regulations of the Purchaser during the execution of the work. Purchaser's employee also shall comply with safety procedures/ policy.
- 1.7.28.4. The Bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
- 1.7.29. Statutory Requirements:
- 1.7.29.1. During the tenure of this Contract nothing shall be done by the Prime Bidder or his team in contravention of any law, act and/ or

rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep Purchaser indemnified in this regard.

1.8. Purchaser's Obligations

- 1.8.1. Managing Director, Purchaser or his/her nominated representative shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the Bidder.
- 1.8.2. Purchaser shall ensure that timely approval is provided to the Bidder as and when required, which may include approval of project plans, implementation methodology, design documents, specifications, or any other document necessary in fulfillment of this contract.
- 1.8.3. The Purchaser's representative shall interface with the Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Purchaser shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Purchaser is proper and necessary.
- 1.8.4. Purchaser may provide on Bidder's request, particulars/ information/ or documentation that may be required by the Bidder for proper planning and execution of work and for providing services covered under this contract and for which the Bidder may have to coordinate with respective vendors.
- 1.8.5. Purchaser shall provide to the Bidder, sitting space and basic infrastructure not including, stationery and other consumables at the Purchaser's office locations and Data Centre Sites.
- 1.8.6. Site Not Ready: Purchaser hereby agrees to make the Data centre site ready as per the agreed specifications, within the agreed timelines. Purchaser agrees that the Bidder shall not be in any manner be liable for any delay arising out of Purchaser's failure to make the site ready within the stipulated period

1.9. Payments

- 1.9.1. Purchaser shall make payments to the Bidder at the times and in the manner set out in the Payment schedule as specified in RFP Volume II. Purchaser will make all efforts to make payments to the Prime Bidder within 10 days of receipt of invoice(s) and all necessary supporting documents.

- 1.9.2. All payments agreed to be made by Purchaser to the Bidder in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable, if any, and Purchaser shall not be liable to pay any such levies/ other charges under or in relation to this Contract and/or the Services.
- 1.9.3. No invoice for extra work/change order on account of change will be submitted by the Bidder unless the said extra work /change order has been authorized/approved by the Purchaser in writing in accordance with Change Control Note (**Annexure I of this section of the RFP Volume III**)
- 1.9.4. In the event of Purchaser noticing at any time that any amount has been disbursed wrongly to the Bidder or any other amount is due from the Bidder to the Purchaser, the Purchaser may without prejudice to its rights recover such amounts by other means after notifying the Bidder or deduct such amount from any payment falling due to the Bidder. The details of such recovery, if any, will be intimated to the Bidder. The Bidder shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of the Purchaser or the Bidder
- 1.9.5. All payments to the Bidder shall be subject to the deductions of tax at source under Income Tax Act, and other taxes, and deductions as provided for under any law, rule or regulation. All costs, damages or expenses which Purchaser may have paid or incurred, for which under the provisions of the Contract, the Bidder is liable, the same shall be deducted by Purchaser from any dues to the Bidder. All payments to the Bidder shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the Purchaser to the Bidder on chargeable basis

1.10. Intellectual Property Rights

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

the third party claim has been caused by the combination, operation or use of the solution

1.10.2. Purchaser shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all processes, products, specifications, reports and other documents which have been newly created and developed by the Bidder solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Bidder undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the Purchaser, execute all such agreements/documents and obtain all permits and approvals that may be necessary in regard to the Intellectual Property Rights of the Purchaser.

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

1.11. Taxes

1.11.1. Income tax shall be deducted at source by Purchaser from all the payments made to Bidder according to the Income tax Act, unless valid and complete documents for IT exemption are submitted by the Bidder prior to release of payment. A certificate shall be provided by Purchaser to the Bidder for any tax deducted at source

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

1.11.3. The Bidder shall bear all taxes and duties etc. levied or imposed on the Bidder under the Contract including but not limited to Sales Tax, Customs duty, Excise duty, Octroi, Service Tax, VAT, Works Contracts Tax and all Income Tax levied under Indian Income Tax Act - 1961 or any amendment thereof during the entire contract period, i.e., on account of material supplied and services rendered and payments

received by him from the Purchaser under the Contract. It shall be the responsibility of the Bidder to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The Bidder shall also provide the Purchaser such information, as it may be required in regard to the Bidder's details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The amount of tax withheld by the Purchaser shall at all times be in accordance with Indian Tax Law and the Purchaser shall promptly furnish to the Bidder original certificates for tax deduction at source and paid to the Tax Authorities.

- 1.11.4. If there is any reduction in taxes / duties/levies due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser.
- 1.11.5. The Bidder agrees that he and his Team shall comply with the Indian Income Tax act in force from time to time and pay Indian Income Tax, as may be imposed / levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract.
- 1.11.6. Should the Bidder fail to submit returns/pay taxes in times as stipulated under applicable Indian/State Tax Laws and consequently any interest or penalty is imposed by the concerned authority, the Bidder shall pay the same. The Bidder shall indemnify Purchaser against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty by any such Tax Authority may assess or levy against the Purchaser/Prime Bidder.
- 1.11.7. The Purchaser shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly

1.12. Indemnity

- 1.12.1. The Bidder shall indemnify the Purchaser from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
- 1.12.1.1. any negligence or wrongful act or omission by the Bidder or any third party associated with the Bidder in connection with or incidental to this Contract; or
- 1.12.1.2. any breach of any of the terms of the Bidder's bid as agreed, the RFP and this Contract by the Bidder

- 1.12.1.3. any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied goods and related services or any part thereof
- 1.12.2. The Bidder shall also indemnify the Purchaser against any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property etc.
- 1.12.3. Regardless of anything contained (except for the Bidder's liability for bodily injury and/ or damage to tangible and real property for which it is legally liable and it's liability for patent and copyright infringement in accordance with the terms of this Agreement) the total liability of the Bidder, is restricted to the total value of the contract and the Bidder is not responsible for any third party claims.
- 1.13. Warranty**
- 1.13.1. A comprehensive on-site warranty and Annual Maintenance support on all goods supplied under this contract shall be provided by the respective Original Equipment Manufacturer (OEM) till the end of the Contract.
- 1.13.2. Technical Support for software shall be provided by the respective OEM for till the end of the contract period. The Technical Support should include all updates and patches to the respective Software for the above stated period.
- 1.13.3. The Bidder warrants that the goods supplied under the Contract are new, non-refurbished, unused and recently manufactured; shall not be nearing End of sale / End of support; and shall be supported by the Bidder and respective OEM along with service and spares support to ensure its efficient and effective operation for the entire duration of the contract.
- 1.13.4. The Bidder warrants that the goods supplied under this contract shall be of the highest grade and quality and consistent with the established and generally accepted standards for materials of this type. The goods shall be in full conformity with the specifications and shall operate properly and safely. All recent design improvements in goods, unless provided otherwise in the Contract, shall also be made available.
- 1.13.5. The Bidder further warrants that the Goods supplied under this Contract shall be free from all encumbrances and defects/faults arising from design, material, manufacture or workmanship (except insofar as the design or material is required by the Purchaser's Specifications)
- 1.13.6. The Purchaser shall promptly notify the Bidder in writing of any claims arising under this warranty.

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

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

1.14. Term and Extension of the Contract

1.14.1. The term of this Contract shall be initially for a period of 3 years from the date of signing of contract, where three months will be for the system design, development, implementation and roll-out and three years (from the date of the solution acceptance by the purchaser) will be for the solution maintenance and handholding as described in RFP Volume I Scope of Work.

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

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

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

1.15. Dispute Resolution

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

- 1.15.1. If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) days notice to refer the dispute to arbitration to the other Party in writing.
- 1.15.2. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
- 1.15.3. The Arbitration proceedings shall be held in Bhubaneswar, Odisha, India.
- 1.15.4. The Arbitration proceeding shall be governed by the substantive laws of India.
- 1.15.5. The proceedings of Arbitration shall be in English language.
- 1.15.6. Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be decided by a sole Arbitrator to be appointed by the purchaser.
- 1.15.7. Any letter, notice or other communications dispatched to the Bidder relating to either arbitration proceeding or otherwise whether through the post or through a representative on the address last notified to the Purchaser by the Bidder shall be deemed to have been received by the Bidder although returned with the remarks, refused 'undelivered' where about not known or words to that effect or for any other reasons whatsoever.
- 1.15.8. If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the Purchaser to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same, otherwise, he shall proceed de novo.
- 1.15.9. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

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

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

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

1.16. Time is of the essence

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

1.17. Conflict

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

1.17.2 Conditions in the RFP shall override all corresponding provisions in the EOI documents , if any.

1.18. Publicity

1.18.1.1. The Bidder / Bidder's Team shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Purchaser first gives the Bidder its written consent.

1.19. Force Majeure

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

1.19.2. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen i.e. war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (hereinafter referred to as events) , or where

despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred at any location in scope. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. Any failure or lapse on the part of the Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/ recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

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

1.20. Delivery

- 1.20.1. The Bidder shall bear the cost for packing, transport, insurance and delivery of all the goods for "City Surveillance Project - PURI" at all locations identified by the Purchaser.
- 1.20.2. The Goods supplied under this Contract shall conform to the standards mentioned in the RFP, and, when no applicable standard is mentioned, to the authoritative standards; such standard shall be approved by Purchaser.

1.21. Insurance

- 1.21.1. The Goods supplied under this Contract shall be fully insured by the Bidder at his own cost, against any loss or damage, till the Acceptance of the System. The Bidder shall submit to the Purchaser, documentary evidence issued by the insurance company, indicating that such insurance has been taken.
- 1.21.2. The Bidder shall bear all the statutory levies like customs, insurance, freight, etc. applicable on the goods and also the charges like transportation charges, octroi, etc. that may be applicable till the goods are delivered at the respective site of installation shall also be borne by the Bidder

1.22. Transfer of Ownership

- 1.22.1. The Bidder must transfer all titles to the assets or goods procured for the purpose of the project to the Purchaser at the time of Acceptance of System. This includes all licenses, titles, source code, certificates etc related to the system designed, developed, installed and maintained by the Bidder

1.23. Performance Security

- 1.23.1. The successful Bidder shall furnish Performance Security to the Purchaser at the time of signing the Contract which shall be equal to 10% of the value of the Contract and shall be in the form of a Bank Guarantee Bond from a Nationalised / Scheduled Bank in the Proforma given in RFP Volume II which would be valid up to a period of six months after the contract period.

1.24. Liquidated Damages

- 1.24.1. If the Bidder fails to supply, install or maintain any or all of the goods as per the contract, within the time period(s) specified in the Contract, the Purchaser without prejudice to its other rights and remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 0.5 % per week or part thereof of contract value for a milestone.
- 1.24.2. The deduction shall not in any case exceed 20 percent of the contract value.
- 1.24.3. The Purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Bidder in its hands (which includes the Purchaser's right to claim such amount against the Bidder's Bank Guarantee) or which may become due to the Bidder. Any such recovery or liquidated damages shall not in any way relieve the Bidder from any of its obligations to complete the Work or from any other obligations and liabilities under the Contract.
- 1.24.4. Delay not attributable to the Bidder will be considered for exclusion for the purpose of computing liquidated damages.

1.25. Ownership and Retention of Documents

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

1.26. Information Security

- 1.26.1. The Bidder shall not carry any written/printed document, layout diagrams, floppy diskettes, hard disk, storage tapes, other storage devices or any other goods

/material proprietary to Purchaser into / out of any location without written permission from the Purchaser.

- 1.26.2. The Bidder shall not destroy any unwanted documents, defective tapes/media present at any location on their own. All such documents, tapes/media shall be handed over to the Purchaser.
- 1.26.3. All documentation and media at any location shall be properly identified, labeled and numbered by the Bidder. The Bidder shall keep track of all such items and provide a summary report of these items to the Purchaser whenever asked for.
- 1.26.4. Access to Purchaser's data and systems, Email and Internet facility by the Bidder at any location shall be in accordance with the written permission by the Purchaser. The Purchaser will allow the Bidder to use facility in a limited manner subject to availability. It is the responsibility of the Bidder to prepare and equip himself in order to meet the requirements.
- 1.26.5. The Bidder must acknowledge that Purchaser's business data and other Purchaser proprietary information or materials, whether developed by Purchaser or being used by Purchaser pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Purchaser; and the Bidder along with its team agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by the Bidder to protect its own proprietary information. The Bidder recognizes that the goodwill of Purchaser depends, among other things, upon the Bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by the Bidder or its team could damage the goodwill of Purchaser, and that by reason of the Bidder's duties hereunder. The Bidder may come into possession of such proprietary information, even though the Bidder 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. The Bidder shall use such information only for the purpose of performing the said services.
- 1.26.6. The Bidder shall, upon termination of this agreement for any reason, or upon demand by Purchaser, whichever is earliest, return any and all information provided to the Bidder by Purchaser, including any copies or reproductions, both hardcopy and electronic.

1.27. Security and Safety

- 1.27.1. The Bidder will comply with the directions issued from time to time by the Purchaser and the standards related to the security and safety, in so far as it applies to the provision of the Services.
- 1.27.2. The Bidder shall upon reasonable request by the Purchaser, or its nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.

CONFIDENTIAL

1.28. Confidentiality

1.28.1. The Bidder shall not, either during the term or after expiration of this Contract, disclose any proprietary or confidential information relating to the Services/Contract and/or Purchaser's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents without the prior written consent of the Purchaser.

1.28.2. The Bidder shall execute a Non Disclosure Agreement (NDA) as given in **RFP Volume II, in favor of the purchaser**

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

1.29. Events of Default by Prime Bidder

1.29.1. The failure on the part of the Bidder 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 Bidder. The events of default are but not limited to:

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

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

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

1.29.5. The Bidder/ Bidder's Team has failed to adhere to any amended direction, instruction, modification or clarification as issued by the Purchaser during the term

of this Contract and which the Purchaser deems proper and necessary for the execution of the scope of work under this Contract

- 1.29.6. The Bidder/ Bidder's Team has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the RFP and this Contract
- 1.29.7. 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 Bidder.
- 1.29.8. The Bidder/ Bidder's Team has failed to comply with or is in breach or contravention of any applicable laws.
- 1.29.9. Where there has been an occurrence of such defaults inter alia as stated above, the Purchaser shall issue a notice of default to the Bidder, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of thirty (30) days to enable such defaulting party to remedy the default committed.
- 1.29.10. Where despite the issuance of a default notice to the Bidder by the Purchaser, the Prime Bidder fails to remedy the default to the satisfaction of the Purchaser, the Purchaser may, where it deems fit, issue to the defaulting party another default notice or proceed to contract termination

1.30. Termination

- 1.30.1. The Purchaser may, terminate this Contract in whole or in part by giving the Bidder a prior and written notice indicating its intention to terminate the Contract under the following circumstances:
- 1.30.2. Where the Purchaser is of the opinion that there has been such Event of Default on the part of the Bidder / Bidder's Team which would make it proper and necessary to terminate this Contract and may include failure on the part of the Bidder to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under this Contract.
- 1.30.3. Where it comes to the Purchaser's attention that the Bidder (or the Bidder's Team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the Bidder's Bid, the RFP or this Contract.
- 1.30.4. Where the Bidder'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 Bidder, any failure by the Bidder to pay any

of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor agency, and to ensure business continuity

1.30.5. Termination for Insolvency: The Purchaser may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder, if the Bidder 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 Purchaser.

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

1.31. Consequence of Termination

1.31.1. In the event that the Purchaser or the Bidder, terminates this Agreement pursuant and depending on the event of default, compensation shall be decided by the purchaser as per the services provided by the Bidder that have been accepted by the Purchaser or his authorized representative(s).

1.32 Survival

1.32.1 Termination of this agreement shall not relieve the Bidder of any obligations developed hereunder which expressly or by necessary implication survives termination hereof; and

1.32.2 Except as otherwise provided in any provisions of this agreement expressly limiting the liability of either party, shall not relieve either party of any obligations or liability for loss or damage to the other party arising out of or caused by acts or omissions of such party prior to the effective date of termination (Date of completion) or arising out of such termination.

1.33 Amendments

The document, if any together constitute a complete and exclusive statement of terms and condition of agreement between the parties on the subject hereof and no amendment or modification, alterations, additions hereto shall be valid and effective unless, agreed to by the parties and evidenced in writing.

1.34 Waiver

1.34.1 Waiver by either party of any default by the other party in the observance and performance of any provision of or obligations of under this Agreement:-

- Shall not operate or be constructed as a waiver of any other or substitute default hereof or other provisions or obligations under this Agreement.
- Shall not be effective unless it is in writing and executed by a duly authorized representative of such party; And
- Shall not affect the validity and enforceability of this agreement in any manner.

1.34.2 Neither the failure by either party to insist on any occasion upon the performance of the terms, conditions and provisions of this agreement or any obligations there under nor time or indulgence granted by a party to the other party, shall be treated or deemed as a waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

1.35 Step out obligation

This agreement expressly excluded any warranty condition or other undertaking implied by law or custom or otherwise arising out of any other agreement between the parties or any representation by any party not contained in a binding legal agreement executed by the parties.

1.36 Severability

If for any reason whatsoever any provision of this Agreement becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, then the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions as early as practicable.

1.37 Language

All notices required to be given in respect of this Contract and all communications, documentations and proceedings which are in any way relevant to this agreement/contract shall be in writing and in English.

1.38 Counter parts

This agreement/contract may be executed in two counter parts, each of which when executed and delivered shall, constitute an original of this agreement/contract but shall together constitute one and the only one agreement.

1.39 Change Control Note (CCN)

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

1.39.2 Change requests in respect of the contract, the project implementation, or the Service levels will emanate from the Parties' representative who will be responsible for obtaining approval for the change and who will act as its sponsor throughout the Change Control Process and will complete Part A of the CCN (Section 1.33). CCNs will be presented to the other Party's representative who will acknowledge receipt by signature of the authorized representative of the Purchaser.

1.39.3 The Bidder and the Purchaser while preparing the CCN, shall consider the change in the context of whether the change is beyond the scope of Services including ancillary and concomitant services required

1.39.4 The CCN shall be applicable for the items which are beyond the stated/implied scope of work as per the RFP document.

1.39.5 Quotation

1.39.5.1 The Bidder shall assess the CCN and complete Part B of the CCN. In completing Part B of the CCN the Prime Bidder shall provide as a minimum:

- a description of the change;
- a list of deliverables required for implementing the change;
- a timetable for implementation;
- an estimate of any proposed change;
- any relevant acceptance criteria;
- an assessment of the value of the proposed change;
- Material evidence to prove that the proposed change is not already covered within the scope of the project, Agreement and Service Levels.

1.39.5.2 Prior to submission of the completed CCN to the purchaser or its nominated agencies, the Bidder will undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the Bidder shall consider the materiality of the proposed change in the context of the Agreement,

the Project Implementation, Service levels affected by the change and the total effect that may arise from implementation of the change.

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

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1.40 Change Control

Change Control Note		CCN Number:
Part A: Initiation		
Title:		
Originator:		
Sponsor:		
Date of Initiation:		
Details of Proposed Change		
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)		
Authorized Purchaser	by	Date:
Name:		
Signature:		
Received by the Bidder	Date:	
Name:		
Signature:		
Change Control Note		CCN Number:
Part B : Evaluation		
(Identify any attachments as B1, B2, and B3 etc.)		
Changes to Services, payment terms, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.		
Brief Description of Solution:		
Impact:		
Deliverables:		

Timetable:	
Charges for Implementation: (including a schedule of payments)	
Other Relevant Information: (including value-added and acceptance criteria)	
Authorized by the Bidder	Date:
Name:	
Signature:	
Change Control Note	CCN Number :
Part C : Authority to Proceed	
Implementation of this CCN as submitted in Part A, in accordance with Part B is: (tick as appropriate)	
Approved	
Rejected	
Requires Further Information (as follows, or as Attachment 1 etc.)	
For Purchaser and its nominated agencies	For the Bidder
Signature	Signature
Name	Name
Title	Title
Date	Date