

IMPHAL SMART CITY LIMITED



Request for Proposal for selection of vendor for implementation of GIS based Property Tax Module

RFP No. NIE-T No. ISCL/RFP/ICT/02 Dated. September 2021

Imphal Smart city Limited (ISCL)

2nd Floor, PDA Complex
Directorate of MAHUD, North AOC

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DISCLAIMER

The information contained in this Request for Proposal (“RFP”) document or subsequently provided to Bidders, whether verbally or in documentary form by or on behalf of Imphal Smart City Limited (“ISCL”) or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided. This RFP is being issued by the ISCL for the selection of vendor for implementation of GIS based Property Tax Module for Imphal Smart City Limited (“Project”) at Imphal in the State of Manipur as identified in this RFP. Interested Bidders are required to submit their bids to implement the Project.

This RFP document is not an agreement and is not an offer or invitation to any other party. The purpose of this RFP document is to provide the Bidders with information to assist the formulation of their proposal submission. This RFP document does not purport to contain all the information each bidder may require. While the RFP has been prepared in good faith with due care and caution, ISCL does not accept any liability or responsibility for the accuracy, reasonableness or completeness of the information, or for any errors, omissions or miss-statements, negligent or otherwise, relating to any feasibility / detailed project report or any other reference document mentioned, implied or referred herein or pertaining to the Project. This RFP document may not be appropriate for all persons and it is not possible for ISCL and their employees or advisors to consider the investment objectives, financial situation and needs of each Bidder. Certain Bidders may have a better knowledge of the proposed project than others. Each recipient must conduct its own analysis of the information contained in this RFP or to correct any inaccuracies therein that may appear in this RFP and is advised to carry out its own investigation into the proposed project, the legislative and regulatory regimes which applies thereto and by and all matters pertinent to the proposed project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the Project.

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

ISCL and their employees and advisors make no representation or warranty and shall incur no liability under applicable law for any loss, expense or damage, accuracy, reliability or completeness of the RFP document, which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the award of the Project, the information and any other information supplied by or on behalf of ISCL or their employees, Consultants or otherwise arising in any way from the selection process for the Project.

No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which this RFP may be based. Liability, therefore, if any, is hereby expressly disclaimed. The ISCL may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP as per its requirements.

ISCL reserves its right to reject any or all tenders or split the job between more than one Bidders without assigning any reason thereof. ISCL further reserves the right not to proceed with the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party submitting a bid. ISCL accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid/ Proposal. No reimbursement of cost of any type will be paid to persons, or entities, submitting a bid/Proposal. ISCL reserves the right to reject all or any of the Proposals submitted in response to this RFP at any stage without assigning any reasons whatsoever and the issue of this RFP does not imply that ISCL is bound to select a Bidder as the Vendor. The ISCL shall not be liable for any costs or damages arising from the same. ISCL is also not bound to take any subsequent actions.

ISCL reserves the right not to proceed with this RFP or to change the process or procedure to be applied. It also reserves the right to decline to discuss the process further with any party submitting a proposal. No reimbursement of cost of any type shall be paid to persons, entities, submitting a proposal.

This RFP and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisor). If the recipient does not continue with the involvement in the project in accordance with RFP, the information contained in the RFP shall not be divulged to any other party. The information contained in the RFP must be kept confidential. Mere submission of a responsive Bid does not ensure selection of the Bidder as Vendor.

Abbreviations Used

Terms	Full form
ATS	Annual Technical Support
BUC	Building Uses Certificate
CAPEX	Capital Expenditure
DC	Data Center
DEM	Digital Elevation Model
DGPS	Differential Global Positioning System
EMD	Earnest Money Deposit
FRS	Functional Requirement Specifications
GCP	Ground Control Points
GIS	Geographic Information System
GoI	Government of India
GoM	Government of Manipur
ICCC	Integrated Command and Control Centre
IPR	Intellectual Property Rights
ISCL	Imphal Smart City Limited
ISO	International Organization for Standards
IT	Information Technology
LAN	Local Area Network
LoI	Letter of Intent
MIS	Management Information Systems
MMP	Mission Mode Projects
N/W	Network
NOC	No Objection Certificate
O & M	Operations & Maintenance
OEM	Original Equipment Manufacturer
OPEX	Operating Expenditure
OS	Operating System
PBG	Performance Bank Guarantee
PSU	Public Sector Undertaking
QCBS	Quality Cum Cost based selection
RFP	Request for Proposal
SLA	Service Level Agreement
SRS	Software Requirement Specifications
XML	Extensible Markup Language

Service Provider Agreement

Agreement for Selection of Vendor for Implementation of GIS based Property Tax Module for Imphal Smart City Limited.

This AGREEMENT (hereinafter called the "Agreement") is made on the day of the month of _____ 2021,

Between

- 1) The Imphal Smart City Limited, a Special Purpose Vehicle constituted under Company Registration Act 2013 and having its registered office at Directorate of MAHUD, PDA Complex, North AOC, Imphal-795001, Manipur (hereinafter referred to as the "ISCL" or "Authority") which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part

And

- 2) _____ a company incorporated under the provisions of the Companies Act, 2013/ Partnership firm / Proprietary firm and having its registered office ----- or A consortium consisting of:
_____ a company incorporated under the provisions of the Companies Act, 2013/ Partnership firm / Proprietary firm and having its registered office at -----and
_____ a company incorporated under the provisions of the Companies Act, 2013/ Partnership firm / Proprietary firm and having its registered office-----
(hereinafter together referred to as the "Service Provider" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Other Part.

Whereas

- A) ISCL is mandated with implementation of the Imphal Smart City Plan under Smart City Mission of Govt of India.
- B) Under Imphal Smart City Plan various projects have been identified for implementation across the city. Implementation of GIS based Property Tax Module has been identified as one of the projects for Implementation under Imphal Smart City Plan.
- C) ISCL, through its Project Management Consultant (PMC) has prepared Detailed Project Report for Implementation of GIS based Property Tax Module with an implementation period of one year and operation and maintenance period of five years post go-live in Imphal under Smart City Mission (hereinafter referred to as the 'Project').
- D) ISCL has invited bid for the Selection of Vendor for Implementation of GIS based Property Tax Module in Imphal under Smart City Mission by issuing RFP no ----- dated ----- containing the inter-alia the qualification for a bidder, technical specifications and other terms and conditions for implementation of the Project.
- E) Pursuant thereto, after evaluation of all the Bids received, the ISCL accepted the Bid of the ----- and accordingly issued a Letter of Award bearing No. ----- dated ----- (hereinafter called the "LOA") to the Selected Bidder for Design, Installation and Operation and Maintenance of Project in Imphal and requested the Service Provider to submit the Performance Bank Guarantee as stipulated in RFP.
- F) Service Provider vide its letter no. ----- dated ----- has accepted the LoA and has submitted Performance Security vide Bank Guarantee no.....dated mentioned in the LoA

- G) The ISCL and the Service Provider have agreed to the responsibilities and rights and abide by the terms and conditions for execution of the Project as mutually agreed and set hereunder in this Agreement.

NOW THEREFORE IN CONSIDERATION OF THE FOREGOING AND THE RESPECTIVE COVENANTS AND AGREEMENTS SET FORTH IN THIS AGREEMENT, THE SUFFICIENCY AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, AND INTENDING TO BE LEGALLY BOUND THE ISCL AND THE SERVICE PROVIDER (HEREINAFTER REFERRED TO AS “**PARTIES**” AND INDIVIDUALLY AS “**PARTY**”) HEREBY AGREE AND THIS AGREEMENT WITNESSTH AS FOLLOWS:

1 General Condition of the Contract

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

“**Agreement Period/Contract Period**” shall be the period as defined in Clause 2.2.

“**Applicable Laws**” means all statutes and laws promulgated or brought into force and effect by the Central Government of India or any State Government(s) or Local Government(s), including regulations and rules made by them, and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect during the subsistence of this Agreement.

“**Applicable Permits**” means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Laws for providing Operation and maintenance services as per this Agreement in connection with the Project during the subsistence of this Agreement.

“**Arbitration Act**” means the Arbitration and Conciliation Act, 1996 as in force today and shall include all modifications/ amendments thereto or any re- enactment thereof as in force from time to time.

“**Affected Party**” shall mean occurrence of any of the Force Majeure Event which affects the performance by the Party claiming benefit of Force Majeure Event for performance of its obligation which act or event (i) is beyond the reasonable control of the Affected Party and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice and (iii) has Material Adverse Effect on Affected Party.

“**Commencement of Operations Date**” or “**COD**” means the date when the Service Provider begins operations of the project pursuant to issuance of Completion Certificate by the Authority.

“**Encumbrance**” shall mean any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss, payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the this Project physical encumbrances, claims for any amounts due on account of taxes, cess, electricity, water and other utility charges.

“**Expiry Date**” shall mean the date on which the Agreement expires in the normal course with the efflux of time.

“**Good Industry Practice**” shall mean the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the

implementation, operation and maintenance or supervision or monitoring thereof of any of them of a project similar to that of the Project.

“**ISCL**” means Imphal Smart City Limited, an entity incorporated as a company under The Companies Act, 2013 for the purpose of planning, establishment, implementation, management, supervision of projects under Smart City Mission of India including the Project and its authorized successors and assigns at all times.

“**Letter of Award**” means the letter issued by ISCL to the Successful Bidder to undertake and execute the Project in conformity with the terms and conditions set forth in the RFP.

“**Material Adverse Effect**” shall mean a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provision of this Agreement and which act or event cause a material financial burden or loss to either party.

“**Material Breach**” means a breach by either Party of any of its obligations under the Service Provider Agreement which has or is likely to have a Material Adverse Effect on the continued operation of the Project or implementation of the Project, and which such Party has failed to cure.

“**Membership**” means an agreement between the Service Provider and a customer for a specified period in which the customer gains access to the Project.

“**Member**” means a customer who has entered a Membership agreement with the Service Provider.

“**Project Asset**” means all facilities created as part of the project.

“**Operating Plan or Operations Plan**” means the detailed plan for the project that is developed by the vendor and finalized by ISCL, in consultation with the Service Provider with which ISCL has entered a contract.

“**RFP**” means the Request for Proposal documents.

“**Scope of Work/ Project**” mean supply, design, survey, installation, operation and maintenance of the GIS based property tax module as per the Operation Plan and in compliance with all terms and obligations specified in this Agreement and RFP.

“**Service Provider Agreement**” or simply “Provider Agreement” means the Agreement including, without limitation, any and all Annexures thereto which will be entered into between ISCL and the Successful Bidder through which ISCL will grant the rights to the Successful Bidder to supply, design, survey, installation, operation and maintenance of the GIS based property tax module during the period of the Agreement.

“**Service Provider Facilities**” means the facilities and equipment produced or developed by the Service Provider that are required for the due implementation of this Contract.

“**Service Provider**” means the successful bidder selected under this RFP with whom ISCL has entered into a Service Provider Agreement to implement the project.

“**Third Party**” means any Person other than ISCL and the Service Provider.

“**Training and Testing Period**” is the period preceding the Commercial Operations Date during which Service Provider shall demonstrate the functionality of the project as per the RFP-Vol-1.

“**Termination**” shall mean early termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.

“**Termination Date**” shall mean the date specified in the Termination Notice or Notice of Termination as the date on which Termination occurs.

“**Vandalism**” means destruction of or damage to a Project Asset, deliberately and for no good reason by the persons other than the employee or subcontractor of the Service Provider and/or for no reasons attributable to omission of act or breach of obligation of the Service Provider.

Any other term(s) not defined herein above but defined elsewhere in this RFP shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.

1.2 Principles of Interpretation

The table of contents, numbers, headings and marginal headings in this Agreement are solely for the purpose of facilitating reference and shall not impact the implementation or installation or interpretation of this Agreement.

- i. Words importing Persons or Parties shall include firms, companies, corporations, trusts, associations and any organizations, having legal capacity to sue and be sued in their names.
- ii. Words importing the singular also include the plural and vice versa where the context requires.
- iii. Words importing one gender also include other gender.

In case of ambiguities or discrepancies in this Agreement, the following shall apply:

- i. Between two Articles of this Agreement, the provisions of specific Articles relevant to the issue under consideration shall prevail over those in other Articles.
- ii. Between the Article/Clause and the Schedules, the Articles shall prevail.
- iii. Between the written description on the drawings and the System Requirements Specifications, the latter shall prevail.
- iv. Between any value written in numerals and that in words, the latter shall prevail.

References to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or can apply to any transaction entered into hereunder.

References to laws of Manipur, laws of India or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted.

Any discrepancy or change in meaning or description between the other documents such as the RFP and main Agreement shall be resolved in favour of the Agreement.

Repetition, clarification or mention of any RFP provisions in the Agreement does not obviate, for either party, the need to observe the other provisions of the RFP.

1.3 Meaning of “Service Provider Agreement”

The Service Provider Agreement comprises of the following and accordingly it shall mean and include the following:

- i. This Agreement along with all Schedules hereto.
- ii. Request for Proposal (RFP) in its entirety including all its Sections, Appendices and Schedules, and Addendums thereto.
- iii. Letter of Award
- iv. Performance Guarantee

Further, any matters extraneous to the Agreement which may be required to be added/modified after the signing of this Agreement would be so rendered by an exchange of acknowledged letters, and such letters would be appended to the agreement to become integral part of the Agreement.

1.4 Standard of Performance

The Service Provider shall perform the services and carry out its obligations under the Agreement with due diligence, efficiency and economy; in accordance with generally accepted practices followed in the industry and in a professional manner and shall observe sound management, technical and engineering practices. Service Provider shall deploy appropriate technology, safe and effective equipment, skilled, competent and professionally trained staff and use latest methods for implementation of the project. In the event that ISCL requires any interaction and / or arrangement with a third party in relation to the Project, Service Provider shall act as a faithful advisers to ISCL in such process and shall, at all times, support and safeguard ISCL's legitimate interests in this context.

1.5 Use of Provider Agreement & Information

Service Provider shall not, without ISCL's prior written consent, disclose the contents of this Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of ISCL in connection therewith, to any Third Party.

Service Provider shall not, without ISCL's prior written consent, make use of any document or information, which becomes available to the Service Provider during the performance of the Provider Agreement, except such use of information for the purpose of performing the Service Provider Agreement

All documents other than the Service Provider Agreement itself, including without limitation any drawings, plans, specifications, charts, etc. shall remain the property of ISCL and shall be retained (in all copies) by ISCL.

1.6 Delay in implementing the project

The Selected Bidder shall ensure that the project is implemented as per the time schedule given in the Service Provider Agreement and / or any amendments thereto. A delay by Service Provider in the performance of its obligations under the Service Provider Agreement shall render Service Provider liable to any or all the following sanctions in the sole discretion of ISCL:

- i. Forfeiture of Service Provider's Performance Guarantee
- ii. Imposition of liquidated damages on Service Provider in terms of this RFP
- iii. Termination of the Service Provider Agreement

If at any time during performance of the Service Provider Agreement, Service Provider should encounter conditions impeding the timely completion and/or performance of the services as per the Agreement, Service Provider shall promptly notify ISCL in writing of the fact and reasons for the delay and likely duration of such delay. As soon as practicable after receipt of Service Provider's notice in this behalf, ISCL shall evaluate the situation and may at its discretion extend Service Provider's time for performance of Service Provider's obligations under the Agreement. Any such extension shall be valid only if ratified by the parties by way of making appropriate amendment(s) in writing to the Service Provider Agreement as may be mutually agreed to between the parties.

1.7 Quality check & acceptance of equipment

Service Provider shall finalize a Quality Checks and Acceptance Test Plan of offered systems to ISCL and after finalization, the same shall form part of the Service Provider Agreement. The system offered by the Service Provider shall be inspected for acceptance/rejection (as applicable) in accordance with the Quality Check and Acceptance Test Plan by ISCL or its authorized agency.

1.8 Right to Inspect Support Facilities and Documents

Service Provider shall make the GIS Based Property Tax System and all support facilities along with all documents, certificates as required by ISCL and its staff and authorized representatives from time to time.

ISCL reserves the right to inspect/arrange inspection of any system, and/or any support facility used by Service Provider in relation to the implementation of the project, through an authorized agent / representative. ISCL shall do so after giving prior notice to Service Provider and make a visit during the office hours of Service Provider. Service Provider shall always assist ISCL in such inspections.

ISCL reserves the right to inspect/ arrange inspection of any all relevant documents/ records of business operations / records including the books of accounts of statutory payments like PF, ESIC, Service Tax, etc. of the Provider at any time to monitor compliance with Service Provider's obligations in relation to implementation of the project, through an authorized agent or representatives. ISCL shall do so after giving prior notice to Service Provider and make a visit during the office hours of Service Provider. Service Provider shall always assist ISCL in such inspections.

1.9 Confidentiality Obligations of Service Provider

i. Confidential Information

Service Provider shall treat as confidential any information which is clearly described as confidential or proprietary to ISCL ("Confidential Information"). Notwithstanding the generality of the foregoing, Confidential Information shall include any proprietary or confidential information of ISCL relating to the GIS Based Property Tax System or services provided under the Service Provider Agreement in relation thereto and information relating to ISCL's business or operations.

Service Provider shall not without ISCL's prior written consent use, copy or remove any Confidential Information from ISCL's premises, except to the extent necessary to carry out Service Provider's obligations hereunder. Upon completion or termination of each assignment hereunder, Service Provider shall return to ISCL all documents or other materials containing ISCL's Confidential Information and shall destroy all copies thereof.

ii. Confidential Exceptions

Confidential Information shall not include information which:

- i. is or becomes generally available to the public without any act or omission of Service Provider
- ii. was in Service Provider's possession prior to the time it was received from ISCL or came into Service Provider's possession thereafter, in each case lawfully obtained from a source other than ISCL and not subject to any obligation of confidentiality or restriction on use;
- iii. is required to be disclosed by court order or operation of law; in such event, Service Provider shall so notify ISCL before such disclosure; or
- iv. is independently developed by or for Service Provider by persons not having exposure to ISCL's Confidential Information

iii. Period of Confidentiality

Service Provider's obligations of confidentiality regarding ISCL's Confidential Information shall terminate 3 (three) years after the expiry or Termination of the of the Agreement.

2 Agreement

2.1 Appointment of the Service Provider

Subject to the Service Provider submitting Performance Security as per the terms of this Agreement and undertaking to operate and maintain the GIS Based Property Tax System for 6 years in accordance with the terms and conditions of this Agreement, ISCL hereby appoints on non-exclusive and non-transferable basis, the Service Provider and the Service Provider hereby accepts (non-exclusive and non-transferable basis its appointment to design, install, operate and maintain the GIS Based Property Tax System for Imphal Smart City Limited in accordance with the terms of this Agreement and subject to Applicable Laws.

2.2 Contract Period

The period between the Date of Signing of the Agreement and the Expiry Date shall be termed the Agreement Period.

The Agreement shall remain in force for a period of six years from the date of execution. The Agreement /Contract Period may be further extendable under mutual consent.

In the event of Termination, the Agreement Period shall mean and be limited to the period commencing from the Date of Signing and ending on the Termination Date.

2.3 Commencement of Operation Date (COD)

Service Provider shall deploy the maintenance, operations and management staff required for operations and maintenance during the Training and Testing Period as specified in the Scope of Work. At the end of the Training and Testing Period, the Service Provider shall deploy adequate numbers of maintenance, operations and management staff required for operations and maintenance of the GIS Based Property Tax System as per the standards specified in this Agreement. After which commencement of operation of the System shall be considered to begin (the "COD"). Undertaking

In consideration of the rights, privileges and benefits conferred upon the Service Provider, and other good and valuable consideration expressed herein, the Service Provider hereby accepts the Service Provider Agreement and agrees and undertakes to perform/discharge all of its obligations in accordance with the provisions hereof.

2.4 Grant of rights to use Project Asset during Contract Period

Subject to the terms and conditions as contained in this Agreement, ISCL hereby grants to the Service Provider only the right to access and use Project Asset only and exclusively for the purpose of fulfilment of its obligations specified in this Agreement during Contract Period.

Nothing contained herein shall confer or be deemed to confer any right to possession or any other right, upon the Service Provider, with respect to the Project Asset during the Contract Period. Nothing contained herein shall confer or be deemed to confer any right for the Service Provider to sub-contract, sub- license, lease and sub-lease or make available in any other form the Project Asset to any Third Party, except as expressly permitted in writing by ISCL during Contract Period.

The Service Provider hereby guarantee that it shall use the Project Asset only and exclusively for the purpose of providing timely services and discharge of its obligation and should not do nor cause any damage or waste in the Project Asset or do any act which will in any way be prejudicial to the rights of the ISCL during Contract Period.

It is agreed and understood by the Service Provider that the rights granted under this Clause to the Service Provider by ISCL as part of the Project shall be co- terminus with the Contract Period of this Agreement. Upon early Termination of the Agreement prior to expiry of Contract Period, the Service Provider will leave the Project Asset in the same state and condition as it was at the time of the COD.

Upon the expiry of the Agreement Period by efflux of time and in the normal course or Termination, the Service Provider shall at the end of the Agreement Period, as the case may be, hand over free from encumbrances the peaceful possession of all the Project Assets under administration or otherwise besides any other assets installed or developed by Service Provider by way of this Agreement for the project including without limitation any and all hardware, software, firmware, deliverables etc. under the project in sound condition.

The Project Assets allotted by ISCL shall be exclusively for GIS Based Property Tax System project and Service Provider shall not use these Project Assets for any other purpose.

2.5 Existing Structure and Surrounding of Project Asset

The Service Provider shall ensure that any activity of the Service Provider in the Project Asset during Contract Period does not damage any existing surrounding structure and that of asset/property of Third Party. The cost / compensation for any such damage brought about by the Service Provider directly or indirectly on account of its negligence or omission of act would have to be borne by Service Provider.

2.6 Amendments

This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

2.7 Non-Disclosure Agreement

The selected Bidder must sign Non-Disclosure Agreement with ISCL. It will be selected bidder's responsibility to get this agreement signed along with contract agreement. Format of Draft NDA is attached in Vol-1 if this RFP.

2.8 Confinement of data

Any data or related document (both in physical and electronic format) being used for GIS based property tax Application/System implementation will not be allowed to be taken outside without the permission of ISCL.

2.9 Change in Tax Rates

Current taxes rates have been used in arriving at the final prices. However, any change in the statutory taxes during the term of the contract/agreement shall be passed on to the customer and the prices shall be adjusted accordingly.

2.10 Exit Management Plan

1. An Exit Management plan shall be furnished by the service provider in writing to the Authority within 90 (ninety) days from the date of signing of the Contract, which shall deal with at least the following aspects of exit management in relation to the contract as a whole and in relation to the Project implementation, and Service Level monitoring:

- a. a detailed program of the transfer process that could be used in conjunction with a Replacement Service Provider including details of the means to be used to ensure continuing provision of the Services throughout the transfer process or until the cessation of the Services and of the management structure to be used during the transfer;
 - b. plans for provision of contingent support to Project and Replacement Service Provider for a reasonable period after transfer;
 - c. Exit Management Plan in case of normal termination of Contract period;
 - d. Exit Management Plan in case of any eventuality due to which Project is terminated before the Contract period; and
 - e. Exit Management Plan in case of termination of the service provider.
2. Exit Management Plan at the minimum shall adhere to the following:
- a. 3 (Three) months of support to the Replacement Service Provider post termination of the Contract;
 - b. all reasonable assistance necessary to ensure that an orderly transfer is achieved with minimal disruption, to Replacement Service Provider, of the Services, functions and operations that were provided prior to termination of Contract/exit of the service provider from the Project, complete handover of the planning documents, bill of materials, functional requirements specification, technical specifications of all equipment, change requests if any, sources codes, wherever applicable, reports, documents and other relevant items to the Replacement Service Provider/Authority; and
 - c. Certificate of acceptance from authorized representative of Replacement Service Provider issued to the service provider on successful completion of handover and knowledge transfer.
3. In the event of termination or expiry of the Contract, Project implementation, or Service Level monitoring, both MSI and Authority shall comply with the exit management plan.
4. During the exit management period, MSI shall use its best efforts to deliver the Works/Services.

3 Scope of Work

3.1 General

The scope of the work shall mean and include all obligations for the Service Provider to provide the GIS Based Property Tax System during the Contract /Agreement Period as per Scope of work detailed in Vol-I of this RFP

Performance and fulfilment of all other obligations of the Service Provider in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all the obligations of the Service Provider under this Agreement.

Service Provider must provide integrated and innovative solutions for the GIS Based Property Tax System, including operations and maintenance as per scope mentioned in the RFP.

3.2 Detailed Scope of Works

The detailed Scope of Work for design, implementation including operation and maintenance of the GIS Based Property Tax System for Imphal Smart City shall be as provided in Vol-I of this RFP.

3.3 Milestones and Payment Schedules for Implementation Phase

Based on findings of the site survey activity done by the Service Provider, the Vendor may propose a change in the phasing. ISCL also retains the right to suo-moto change the number of sites or individual units to be deployed for each scope item. The final decision on change in phasing and related change in payment schedules shall be at the discretion of ISCL.

Service Provider should complete all the activities within the defined timelines as indicated below. The timeline will be reviewed regularly during implementation phase and may be extended incase ISCL feels that extension in a Request Order/Integration or any track is imperative, for the reason beyond the control of the bidder. In all such cases ISCL decision shall be final and binding. The Service Provider will be eligible for the payment based on the completion of activities and approval of the relevant deliverables.

D = Effective Date of Contract Agreement

Milestones	Payment Milestones for the Implementation % Payment of Time Schedule Phase	Payment Schedule	Time Schedule	Deliverable
M1	Project Kick off	NA	D	-
M2	Mobilization Advance, if so desired.	10% of the Capex Value	D + 1 Month	Bank Guarantee of the amount equal to 110% of the advance sought by the successful bidder.
M3	<ul style="list-style-type: none"> ➤ Requirement assessment and specification ➤ Initiation of Property Survey 	10% of the Capex Value	D + 1 Month	<ol style="list-style-type: none"> 1. Inception Report 2. Project Plan 3. Risk Management and Mitigation Plan 4. Final BoQ 5. Requirements Traceability Matrix 6. Final format for property survey.
M3	<ul style="list-style-type: none"> ➤ Solution Design Completion 	10% of the Capex Value	D+2 Months	<ol style="list-style-type: none"> 1. Application architecture documents. 2. Technical Architecture documents. 3. Logical and physical database design. 4. Data dictionary and data definitions. 5. GUI design (screen design, navigation, etc.). 6. Test Plans 7. Change management

Request for Proposal (RFP) for Selection of Vendor for implementation of GIS based Property Tax Module for Imphal Smart City Limited.

Milestones	Payment Milestones for the Implementation % Payment of Time Schedule Phase	Payment Schedule	Time Schedule	Deliverable
				Plan 8. SoP & KPI
M4	➤ Delivery & Installation of Servers & GIS Platform.	10% of the Capex Value	D + 2 Months	1. Delivery Challan 2. Installation Report
M5	➤ Power-up (for hardware), Installation, configuration of software	10% of the Capex Value	D+3 Months	1. IT and Non-IT Infrastructure Installation Report
M6	➤ Submission of base map along with 3D city and successful verification by ISCL	10% of the Capex Value	D + 4 Months	1. Complete base map 2. List of layers 3. 3D city layer 4. RAW data of satellite image, drone image and GIS layers. 5. Required approval from concerned stakeholder.
M7	➤ GIS Property Tax Application deployment and Testing (Complete Solution) ➤ Deployment of DAM	10% of the Capex Value	D + 5 Months	1. System Test Report 2. UAT test report from third party agency.
M8	➤ Successful Completion of Property Survey, and Approval of final Report ➤ Completion of all required integrations. Testing of GIS platform ➤ Integration with Integrated Command and Control Centre (ICCC) and Go- Live	20% of the Capex Value	D +9 Months	1. Integration Testing Report 2. STQC Certification 3. Submission of System Documentation & User Guide/Manual 4. Go-Live Report
M9	➤ Three months of successful operation	10% of the Capex Value	D +12 Months	

Milestones	Payment Milestones for the Implementation % Payment of Time Schedule Phase	Payment Schedule	Time Schedule	Deliverable
	and Maintenance after Project Acceptance			

Note:

- All payments to Vendor shall be made upon submission of invoices along with necessary approval certificates from concerned Authorities.
- ISCL shall approve the report submitted by the selected bidder within 28 days from the date of submission of the reports. In case, if the reports are not approved by ISCL within 28 days from the submission of reports, the same shall be termed approved.
- The above payments are subject to meeting of SLA's failing which the appropriate deductions as mentioned in the SLA document of this RFP.
- Payment for Integration with Individual sub system can be released after 3 months of given timeline of each phase in case of any of the sub systems of that phase is not ready.

3.4 Milestones and Payment Schedules for Operations and Maintenance Phase

The operations and maintenance phase will start as soon as Go-Live occurs. The Vendor will be required to adhere to the SLA and provide post implementations support of warranty and O&M for a period of 5 years after Go-Live.

Milestones	Payment Milestones for the Implementation % Payment of Time Schedule Phase	Payment Schedule	Time Schedule
M10	Year 1 payment for O&M after Go-Live	Equal Quarterly O&M Payments	Payment of Year 1
M11	Year 2 payment for O&M after Go-Live	Equal Quarterly O&M Payments	Payment of Year 2
M12	Year 3 payment for O&M after Go-Live	Equal Quarterly O&M Payments	Payment of Year 3
M13	Year 4 payment for O&M after Go-Live	Equal Quarterly O&M Payments	Payment of Year 4
M14	Year 5 payment for O&M after Go-Live	Equal Quarterly O&M Payments	Payment of Year 5

Payment of Operations and maintenance phase will be made on quarterly basis (at completion of each quarter) based on the adherence to SLA and satisfaction of the works, for the amount quoted for each respective year.

3.5 ISCL Payment Terms

Payments for Operation & Maintenance Cost shall be made on Quarterly basis at the end of every 3 months (in arrears) on submission of invoice and supporting documents issued by competent authorities of ISCL, clearly mentioning satisfactory level of ISCL services and submission of monthly reports.

3.6 Penalty

If Bidder fails to execute the contract in time, ISCL may impose any or all of the following:

- For any delay in completion of the task beyond the date specified in the contract for Implementation, CEO, ISCL the Owner shall without prejudice to its other remedies under the contract, deduct by way of penalty from the Contract value, a sum equivalent to 0.5 (zero point five) % of the CAPEX Value for every week of delay, up to a maximum of 10(ten) % of the CAPEX value. Once the maximum is reached, ISCL may consider termination of the contract without giving any notice and get the work executed by a third party at the cost and responsibility of bidder while also invoking the Performance Bank Guarantee.
- Unsatisfactory performance during Maintenance period will lead to imposition of SLA as per section 21 of this RFP.

3.7 Final Acceptance Testing

Pre- requisites of Final Acceptance shall have the following:

- Installation & commissioning of all hardware, software supplied under this RFP
- All documentation and relevant acceptance test document (including IT Components, non-IT components).
- 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 ISCL and the successful bidder.
- Vendor shall be required to demonstrate all the features / facilities / functionalities as mentioned in the RFP.

3.8 Sub-Contracting

Selected Bidder shall not subcontract any scope of the project to any sub vendor. In case any part of the project is to be subcontracted to a sub vendor, the selected bidder shall take prior permission of ISCL.

3.9 Data Security

Selected Bidder and its team must maintain the confidentiality and security of data in true spirit. In no case, breach in security of data will be acceptable. Violation of this clause may lead to severe penalties, maximum up to termination of involved agency as decided by tender issuing authority.

4 Service Provider's Obligations

4.1 Obligations relating to Operation and Maintenance of Project

The Service Provider's obligations are as follows:

- i. Operate and maintain the GIS Property Tax System as per directions of ISCL under the provisions of this Agreement.
- ii. Ensure that all Project Assets are directly under the control of ISCL. The Service Provider shall ensure adherence to the instruction of ISCL.
- iii. Operate the GIS Based Property Tax System according to the Operating Plan at all time during the Contract Period.
- iv. Provide trained and skilled staff for operation, maintenance, redistribution and supervision of the project and other facilities related thereto as per the Agreement.
- v. Arrange for regular preventive maintenance according to service and maintenance plan as specified in the Operating Plan approved by ISCL.
- vi. The Service Provider shall carry out preventive and corrective maintenance in compliance with standards of frequency, qualification of procedures laid out by ISCL and as per the Operating Plan. The Service Provider shall make available to ISCL or its authorized personnel for inspection as and when required/instructed by ISCL for assessment of compliance with maintenance and compliance. Upon such inspections any suggestions/instruction received from the ISCL with regards to corrective actions, maintenance requirement, part replacement requirement, shall be implemented by the Service Provider at its own cost within the 7 days or reasonable time period specified by the ISCL during such inspection. In case of non-rectification/non action of such instruction within stipulated time period, the ISCL may rectify such defect at a cost to the Service Provider. Repeated occurrence of such events may lead ISCL to impose penalty/damages on Service Provider and to proceed for Termination.
- vii. The Service Provider shall also follow the schedule of preventive maintenance as per manufacturer's instruction or any other instruction provided by a third-party supplier.
- viii. The record of all preventive maintenance activities shall be kept in the System maintenance logbooks and duly authenticated by the person in charge of carrying out maintenance. The logbooks shall be produced for inspection by ISCL staff as and when demanded.
 - (a) Provide all information, data, records, documents etc. as required by ISCL, upon submission of invoice and respond to all notices letters communications received from ISCL within the given time frame with complete and full replies.
 - (b) To allow adequate supervision of execution of the Agreement by ISCL or its auditors, inspectors and supervisors, allowing full and unrestricted access to any installation, equipment, IT System, and information by personnel authorized by it.
 - (c) To execute, at his own risk and costs, all ancillary or complementary contracts to the Agreement required for the proper operation of the Project.

4.2 Operations Plan

- i. The Service Provider shall submit an Operations Plan within 15 days of the execution of the Agreement.
- ii. The Operating plan, at the minimum, shall provide detailed activity chart for

- operationalizing the responsibilities of the Service Provider as provided in this Agreement, including training plan, staff deployment (i.e. number of management staff details for operation and maintenance monitoring, maintenance staff) including time schedule, preventive maintenance methodology and plan according to Good Industry Practice and manufacturer's manual/instructions , along with all other tasks specified , time required for each task, the task/person/efforts resource allocation . This information shall also be provided in the form of a write up and detailed Chart elaborating all milestones to ensure that the operations shall begin on time.
- iii. Obtain the permission from ISCL, if need so arises for replacement/addition/install any equipment/ancillaries/accessories beyond the specifications. Also ensure that the proposed equipment/ancillaries/ accessories are compatible with existing ones. ISCL shall establish the conditions and specifications of the equipment which the Service Provider shall install.
 - iv. To perform maintenance of Project Assets strictly following manufacturer's instruction/manual and Project Implementation and Management plan.
 - v. To engage suitably skilled and qualified personnel to operate the GIS Based Property Tax System as per the statutory and contractual provisions as applicable in the Operational Plan and sound Business practices.
 - vi. Train staff and organize refresher training programs at regular interval for updating their skills in all the related fields at his cost and participate in all the meetings, committees etc. as directed by the ISCL from time to time.
 - vii. To ensure that the personnel engaged by the Service provider do not involve in any subversive activities, disruption in normal services and inconvenience or/and harassment to the Public.
 - viii. The Service Provider shall supervise and ensure that all aspects of the project are operated in conformity with all the legal, statutory, and all other requirements as per the applicable labour acts/rules/regulations/practices are fully complied with by the Service Provider. ISCL is fully and completely absolved of any responsibility, liability of any kind whatsoever on this behalf and or of any act of omission/commission by them. ISCL is expressly understood to be indemnified by the Service Provider of any of the acts of omission/commission and of any consequential damages/losses caused by the Service provider's employees, agents, contractors, etc.
 - ix. Comply with the operating instructions issued by ISCL, and/or its authorized representatives and/or its control centers/offices and to enforce them among its employees, contractors or agents, and to guarantee the operational ability, security, quality and functionality of the system.
 - x. Take out and maintain for a Comprehensive Insurance Policy at its own cost as per the terms mentioned in the RFP.
 - xi. To provide services of appropriate quality as required by ISCL and maintain the parameter of service quality as described in this Agreement and subsequently specified by the ISCL time to time during the Contract Period.
 - xii. The Service Provider(s) shall not form/establish any Employee's or Service Provider's Union, and no such activity shall be entertained by ISCL.
 - xiii. The Service Provider shall establish single point contact to manage all the communications and correspondence with ISCL.
 - xiv. The Service provider shall abide by maintenance and operation requirement specified in

- the Operational Plan and by manufacturers maintenance manuals/instructions and/or ISCL during the Contract Period.
- xv. The Service Provider shall comply with the relevant safety standards and safety standards provided by ISCL time to time and shall take utmost care of safety of the Members, ISCL and its own staff and third party during the Contract Period. ISCL may impose penalties/damages for breach of safety, maintenance and operating requirements.
 - xvi. Subcontracting any part of the project shall not be permitted without the written authorization from the ISCL.
 - xvii. The Service Provider shall further ensure followings:
 - (a) No alteration to the design, branding, color or any visual or functional aspect of the Project without prior approval of ISCL.
 - (b) No fixing of any additional gadgets lights any fixtures on the exterior or interior without prior approval of ISCL.

4.3 Liability and Losses

The Service Provider shall be liable for and make good any damages or statutory claim which may be caused to ISCL or to third parties, for non-compliance of any of its statutory/contractual obligations or for negligence on the part of Service Provider or its employees and responsibilities with respect to any party.

4.4 Project Operation and Maintenance

- i. The Service Provider shall operate and maintain the GIS Based Property Tax System in accordance with the requirements of the Scope of Work as per Volume I of RFP and clause 3 of this Agreement and maintaining service standards specified in Schedule 1, elsewhere in Agreement and modified time to time by the ISCL.
- ii. The Service Provider shall, during the Contract Period:
 - a) Designate and appoint suitable officers / representatives as it may deem appropriate to supervise the Project, to deal with ISCL and to be responsible for all necessary exchange of information required pursuant to this Agreement.
 - b) Conduct all inspections, maintain reports of operation and maintenance and organize necessary tests to ascertain their compliance with the stipulated requirements.
 - c) In the event the Service Provider has failed to operate and maintain the System and or carry out all other activities in accordance with the provisions of this Agreement, and such failure has not been remedied despite a notice to that effect issued by ISCL or (“Notice to Remedy”), ISCL may, without prejudice to any of its other rights/remedies under this Agreement, be entitled to take such actions as are specified in the Agreement including demanding replacement of any equipment or staff of the Service Provider.
- iii. Make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Agreement and shall be solely responsible for compliance with all labour laws and solely liable for all possible claims and employment related liabilities of its staff employed in relation with the Project and Service Provider hereby indemnifies ISCL against any claims, damages, expenses or losses in this regard and agrees that in no case and for no purpose

- shall ISCL be treated as an employer in this regard.
- iv. Service Provider shall be responsible for all the health, security, environment and safety aspects of the services provided by him for the Project.
 - v. Service Provider shall be responsible for payment of all statutory levies including ESIC Contribution, PF etc. in respect of the staff engaged by Service Provider for operation & maintenance of the Project Assets. Notwithstanding the generality of the foregoing, any and all payments to be made to any sub-contractors to any party / personnel in relation to the Service Provider Agreement of the GIS Based Property Tax System Project shall be the sole responsibility of Service Provider and ISCL shall neither incur any liability in this respect nor entertain any claims in this respect.

4.5 Obligations with regards to Sharing System's instruction/manual

Service Provider Shall provide literature received from Original Equipment Manufacturers in terms of manuals, operating, and maintenance and safety instructions/manual to the ISCL. Service Provider shall be responsible to understand working of the GIS Based Property Tax System allotted to it in all aspects specified above including safety features.

Service Provider shall abide by the instructions specified in the operating, and maintenance and safety instructions/manual all times during the Contract Period. The inspection procedures as the frequency and type of the inspection for each technical condition criteria specified therein for all aspects of the Project shall be promptly followed by the Service Provider.

5 Performance Guarantee

5.1 Details of Performance Guarantee

- i. The successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) to the Authority. The PBG shall be from a Nationalized Bank or a Scheduled Bank in the format prescribed in Vol-I of this RFP, payable on demand at any of the bank branches in Imphal, for the due performance and fulfilment of the contract by the bidder.
- ii. This Performance Bank Guarantee shall be for an amount equivalent to 3% of total contract value.
- iii. The Performance Security shall be retained by the ISCL for a period of 60 (sixty) days after expiry of Contract Period. On the performance and completion of the contract in all respects including warranty, the Performance Security will be returned to the Service Provider without any interest and upon being satisfied that there has been due performance of the obligations of the bidder under the contract and submission of no claim certificate.
- iv. If the Contract is terminated for reasons other than which can be attributable to the Service Provider , the Performance Security, shall, subject to the ISCL's right to receive amounts, if any, due from the Service Provider under this contract, be duly discharged and released to the Service Provider.

5.2 Encashment of Performance Guarantee

The ISCL shall be entitled to encash the Performance Security fully or partially as the case may be, under the following circumstances:

- i. Nonpayment of any dues/penalties by the Service Provider to ISCL as required to be paid under Service Provider Agreement including damages as provided.

- ii. An Event of Default not being remedied in Remedial Period by the Service Provider despite notice as provided in this Agreement.
- iii. Non removal of deficiencies during the Handover period at the end or prior to the expiry of contract period.
- iv. Fails to meet the overall penalty condition as mentioned in RFP or any changes agreed between the parties.
- v. Fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of Authority.
- vi. Misrepresents facts/information submitted to Authority.
- vii. Breach of terms and conditions of this Agreement.

ISCL at its sole discretion may return the amount so encashed if the circumstances requiring the encashment have been remedied to the full satisfaction of ISCL.

The provision under this clause authorizing ISCL to encash the Performance Security shall be exercisable in addition to and without prejudice to any other rights available to ISCL under this Agreement.

5.3 Fresh Performance Security

In the event of the encashment of the Performance Security by ISCL pursuant to clause 5.2 above, , Service Provider shall within 15 (fifteen) days of the encashment furnish fresh Performance Security of the original amount to the ISCL, failing which the ISCL shall be entitled to terminate Service Provider Agreement by giving 30 days' notice in accordance with the provisions herein.

6 Insurance

6.1 Insurance during the Contract Period

The Service Provider shall, at its cost and expense, purchase and maintain insurances, as per law of India and as per prudent market practices starting from the signing of the contract up to the end of the Contract Period covering the following;

- i. 100% replacement cost for any loss and damages to Project Asset/Premises with ISCL as beneficiary. Shortfall in insurance cover, if any, shall be borne by the Service provider.
- ii. Service providers shall maintain all risk insurance with the ISCL as co-beneficiary;
- iii. Comprehensive third-party liability insurance.
- iv. 100% insurance of employee compensation and other liability as per Workmen's Compensation Act 1923.
- v. Any other insurance that may be necessary to protect the Service Provider, its employees and the Project Asset/Premises against loss, damage or destruction at replacement value including all Force Majeure Events that are insurable and not otherwise covered above with the ISCL as beneficiary/co-beneficiary.

The Service Provider shall be responsible to pay the premium regularly and maintain the insurance policies specified above all time during the Contract Period. Service Provider shall be solely responsible in case of failure of its renewal.

Apart from above, any liabilities arising out of or incidental to accidents in which any Project Asset is involved shall be on account of the Service Provider, whether such compensation payments becomes claimed, or paid during or after the currency of the contract. ISCL shall not be responsible for payment of any such compensation to aggrieved parties on accounts of accidents of any kind involving the Project.

6.2 Evidence of Insurance Cover

The Service Provider shall, from time to time, provide to ISCL copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by it in accordance with Service Provider Agreement.

If Service Provider fails to effect and keep in force the insurance for which it is responsible pursuant hereto, ISCL shall have the option to take or keep in force any such insurance, and pay such premium and recover all costs thereof from Service Provider.

6.3 Application of Insurance Proceeds

Subject to the provisions of this Agreement, all moneys received under insurance policies shall be promptly applied by the Service Provider towards improvement of the Project Asset or any equipment/part thereof or Third Party Property which may have been damaged or required repair/modification/upgradation.

The Service Provider shall carry out such repair or renovation or restoration or substitution or upgradation to the extent possible in such a manner that Project Asset, or any part thereof, shall, after such repair or renovation or restoration or substitution or upgradation be as far as possible in the same condition as they were before such damage or destruction, normal wear and tear excepted.

For insurance policies where the ISCL is the beneficiary and where it received the insurance proceeds, only such sums as are required from the insurance proceeds for restoration, repair and renovation of the Project Asset will be disbursed to the Service Provider or its authorized agent.

6.4 Validity of Insurance Cover

The Service Provider shall pay the premium payable on such insurance policy/policies so as to keep the insurance in force and valid throughout the Contract Period and furnish copies of the same to the ISCL for each year/policy period. If at any time the Service Provider fails to purchase, renew and maintain in full force and effect, any and all of the insurance required under this Agreement, ISCL may at its option purchase and maintain such insurance and all sums incurred by the ISCL therefore shall be reimbursed by the Service Provider forthwith on demand, failing which the same shall be recovered by the Authority by encashment of Performance Security, exercising right of set off or otherwise.

7 ISCL'S Rights

Without prejudice to the obligations, ISCL shall enjoy the following rights during the Agreement Period.

- i. ISCL, its personnel, and authorized contractors shall have access to all the system and shall not be in any manner obstructed by the Service Provider, its personnel, or contractors, and the said machines shall in no manner be tampered with or damaged by the Service Provider or its personnel.
- ii. ISCL shall have right to levy penalties /damages as per this term of this Agreement and recover the same from the dues payable to the Service Provider and/or from the Performance Security.
- iii. Right to issue operating instruction and any other advisory or instruction as deemed necessary to maintain highest standards of Project services including safety, functionality and operations of the services.
- iv. Service provider would maintain logbooks, on all maintenance work / activities

pertaining to all aspects of the project; would be entered therein on regular basis. ISCL would always be free to inspect logbooks and the service provider would make logbooks available to him/ his representative and answer all queries to ISCL satisfaction.

- v. The right to supervise the performance and execution of this Contract, and to have access to the documents as per terms of this Contract.
- vi. Any other rights for implementation of the project.

8 Service Provider's Rights

Without prejudice to the obligations, the Service Provider shall enjoy the following rights during the Agreement Period:

- i. to implement and operate the GIS Based Property Tax System for as per the terms of this Agreement.
- ii. to receive support for obtaining required permits and sanctions from the Government, or local body and to obtain assistance and support in dutifully carrying out the obligations as provided for in this Agreement as may be within the purview and general jurisdiction of ISCL.

9 Force Majeure and Change in Law and Termination

9.1 Force Majeure Event

None of the Parties shall be liable to the other Party or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of its own obligations in relation to the Agreement, if the delay to failure is due to any Force Majeure, provided the Parties has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, cause or is likely to be caused to the project facilities as a result of the Force Majeure Event and to restore the project facilities, in accordance with the Good Industry Practice and its relative obligations under this Agreement.

For this purpose, Force Majeure ("Force Majeure") shall be defined as any event lying beyond the reasonable control of either the Service Provider or ISCL. Such events, shall include, but not be limited to, the following:

- i. Earthquake, flood, inundation and landslide.
- ii. Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances.
- iii. Fire caused by reasons not attributable to the Service Provider or ISCL or any of the employees, contractors or agents appointed by the Service Provider or ISCL.
- iv. Acts of terrorism.
- v. Strikes, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Service Provider or ISCL.
- vi. Action of a Government Agency having Material Adverse Effect including but not limited to
 - (a) Acts of expropriation, compulsory acquisition or takeover by any Government Agency of any Project Assets or Property or any part thereof or of Service Provider's rights in relation to the Project.
 - (b) Any judgment or order of a court of competent jurisdiction or statutory authority in India made against Service Provider or any contractor appointed by Service Provider for the purposes of the Project, in any proceedings which is non-collusive and duly prosecuted by Service Provider.

- (c) Any unlawful, unauthorized or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Approvals, in each case, for reasons other than Service Provider's or any of its contractor's breach or failure in complying with the Applicable Laws, Applicable Approvals, any judgment or order of a Governmental Agency or of any contract by which Service Provider or its contractor as the case may be is bound
- vii. Early termination of this Agreement by ISCL for reasons of national emergency or national security.
- viii. War, hostilities (whether declared or not), invasion by foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionizing radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, and volcanic eruptions.
- ix. Changes in law that materially affect the respective rights and obligations of the party's signatory to this Agreement and/or their capability to perform according to the provisions of this Agreement.
- x. Pandemic and epidemics

If a Force Majeure situation arises, Service Provider shall promptly notify ISCL in writing of such conditions and the cause thereof as provided for in Clause 9.2. Unless otherwise directed by ISCL in writing, Service Provider shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Any insurance proceeds received shall be, entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event or in accordance with Good Industry Practices.

9.2 Notice of Force Majeure Event

As soon as practicable and in any case within 7 (seven) days of the date of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other Party of the same setting out, inter alia, the following in reasonable detail:

- i. The nature and extent of the Force Majeure Event;
- ii. The estimated Force Majeure Period;
- iii. The nature of and the extent to which, performance of any of its obligations Under this Agreement is affected by the Force Majeure Event;
- iv. the measures which the Affected Party has taken or proposes to take to alleviate / mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and
- v. Any other relevant information concerning the Force Majeure Event, and / or the rights and obligations of the Parties under this Agreement.
- vi. As soon as practicable and in any case within 7 (seven) days of notification by the Affected Party in accordance with the preceding clause (a), the Parties shall meet, hold discussions in good faith in order to:
- vii. Assess the impact of the underlying Force Majeure Event,
- viii. To determine the likely duration of Force Majeure Period and,
- ix. To formulate damage mitigation measures and steps to be undertaken by the parties for resumption of obligations the performance of which shall have been affected by the underlying Force Majeure Event.

9.3 Performance of Obligations

If the Affected Party is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that.

- i. Due notice of the Force Majeure Event has been given as required by the preceding clause;
- ii. The excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;
- iii. The Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or likely to be caused to the Project and / or the Agreement as a result of the Force Majeure Event and to restore the Project and Premises, in accordance with the Good Industry Practice and its relative obligation under this Agreement;
- iv. When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice as soon as possible to that effect, and in any case not later than fourteen (14) days following the occurrence of such event and shall promptly resume performance of its obligations hereunder, the nonissue of such notice being no excuse for any delay for resuming such performance; and
- v. The Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement;

9.4 Relief for a Force Majeure Event

Subject to the clauses in this section 11, the rights and liabilities of both the Parties shall be suspended during the duration of Force Majeure Event and the Agreement period shall be extended for the period.

9.5 Termination due to Force Majeure Event

If a Force Majeure Event as described in Clause 9.1 continues or is in the reasonable judgment of the Parties likely to continue beyond a period of 120 days, the parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the parties are unable to reach an agreement in this regard, the affected party shall after the expiry of the said period of 120 days, be entitled to terminate this Agreement

Upon Termination of this Agreement on account of a Force Majeure Event, the Service Provider shall be entitled to the following (a) receive any outstanding payments due to it for services rendered under the Service Provider Agreement up to the date of Termination and (b) discharge of the performance guarantee in full. On occurrence of Termination due to Force Majeure, ISCL shall have right to take back Premises provided to the Service Provider and assets developed by the Service provider.

If either Party, having become entitled to do so, decides to terminate this Agreement pursuant to the preceding clause (a) it shall issue Termination Notice setting out: (i) in sufficient detail, the underlying Force Majeure Event; (ii) the Termination Date which shall be a date occurring not earlier than 60(Sixty) days from the date of Termination Notice; (iii) if and to the extent applicable the estimated money payable by / to the Affected Party including the details of computation thereof and; (iv) any other relevant information.

9.6 Liability for other losses, damages etc.

Save and except as expressly provided in this Agreement, and the RFP documents, neither Party hereto shall be liable in any manner whatsoever to the other party in respect of indirect or any consequential loss.

10 Events of Default and termination

Events of Default shall mean either Service Provider Event of Default or ISCL Event of Default or both as the context may admit or require.

10.1 Service Provider Event of Default

Any of the following events shall constitute an Event of Default by Service Provider (Service Provider Event of Default) unless such event has occurred as a result of a Force Majeure Event:

- i. Service Provider is in breach of any of its obligations under this Agreement and the same has not been remedied for more than sixty (60) days.
- ii. A resolution for voluntary winding up has been passed by the shareholders of Service Provider.
- iii. Any petition for winding up of Service Provider has been admitted and liquidator or provisional liquidator has been appointed or Service Provider has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Service Provider under this Agreement.
- iv. The Service Provider has been declared bankrupt or insolvent.
- v. Service Provider fails to adhere to the timelines set forth in the Agreement for performance of Service provider's obligations there under.
- vi. Service Provider fails to comply with the applicable laws, rules, regulation of the country.
- vii. Any representation made or warranties given by the Service Provider under this Agreement is found to be false or misleading.
- viii. Service Provider suspends or abandons the operations of the Project without the prior consent of ISCL, provided that the Service Provider shall be deemed not to have suspended/ abandoned operation if such suspension/ abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) is on account of a breach of its obligations under this Agreement by ISCL.
- ix. Service Provider repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
- x. The Service Provider failed to make any payments/damages/penalties due to Authority within period specified in Service Provider Agreement or indicated by ISCL without any valid reason.
- xi. Service Provider failed to perform any of the Service Provider's obligations including operations and maintenance obligations.
- xii. Service Provider is in/commits a Material Breach of the Service Provider Agreement.
- xiii. Service Provider sub-let or sub lease or subcontract the Project Asset without prior approval of ISCL.
- xiv. Service Provider fails to adhere to the timelines set forth in the Service Provider Agreement for performance of Service Provider's obligations there under; and reason

- thereof Liquidated Damages exceeds value of Performance Security.
- xv. Levy of an execution or restraint on the Service Provider's assets which has or is likely to have Material Adverse Effect and such execution or restraint remaining in force for a period exceeding 60 (sixty) days.

10.2 ISCL Event of Default

Any of the following events shall constitute an event of default by ISCL ("ISCL Event of Default") when not caused by a Service Provider Event of Default or Force Majeure Event:

- i. ISCL is in breach of any of its obligations under this Agreement and has failed to cure such breach within sixty (60) days of occurrence thereof.
- ii. ISCL has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement.
- iii. ISCL or any Governmental Agency has by an act of commission created circumstances that have a Material Adverse Effect on the performance of its obligations by the Service Provider and has failed to cure the same within 60 days of notice thereof by the Service Provider.

10.3 Termination for Service Provider Event of Default

In the event of the Service Provider Event of Default, ISCL shall have the right to any or all of the following:

- i. Invoke the Performance Guarantee.
- ii. Take any other action including provisioning of the equipment of the Project through any replacement service provider selected by ISCL in its sole discretion at the risk and cost of the Service Provider.
- iii. Take over the entire infrastructure developed by the Service Provider for the Project or any part thereof.
- iv. transfer the said infrastructure or part thereof to a replacement Service Provider selected by ISCL at ISCL's sole discretion.

Upon Termination of this Agreement on account of Service provider Event of Default, ISCL shall not be liable to pay any termination payment to Service provider.

10.4 Termination for ISCL Event of Default

Upon Termination of this Agreement on account of ISCL Event of Default, the Service Provider shall be entitled to the following:

- i. Receive any outstanding payments due to it for services rendered under the Service Provider Agreement up to the date of Termination.
- ii. Discharge of the performance guarantee in full.
- iii. Any cost, claim or damages occurred due to termination.

10.5 Termination for Insolvency, dissolution, etc.

ISCL may at any time terminate the Agreement by giving written notice to Provider without any compensation to Provider, if Provider becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of the company, provided that such termination will not prejudice any other rights of ISCL. Notwithstanding the generality of the foregoing, ISCL reserves the right to invoke the Performance Guarantee and/or take any other action including appointment of any replacement Provider selected by ISCL in its sole discretion, take over the entire

infrastructure developed by Provider for the Project or any part thereof, and to transfer the said infrastructure or part thereof to a replacement Provider selected by ISCL, in ISCL's sole discretion.

10.6 Termination Notice Period

Either Party terminating the Agreement shall provide a notice of 30 (thirty) days.

11 Project Handover

The handing over process for Project shall be initiated at least 6 (six) months before the Expiry Date by joint inspection of ISCL and the Service provider. ISCL shall within 15 (fifteen) days of such inspection prepare and furnish to the Service Provider a list of works / jobs / addition / alterations, if any, to be carried out to bring the GIS Based Property Tax System to the prescribed level of service condition at least 2 (two) months prior to the date of the expiry of the Agreement Period. In case the Service Provider fails to carry-out the above works, within the stipulated time period the ISCL shall be at liberty to have these works executed by another agency or on its own at the risk and cost of the Service provider. Any cost incurred by ISCL in this regard shall be reimbursed by the Service Provider to ISCL within 7(seven) days of receipt of demand.

For this purpose, ISCL shall without prejudice to any other right/remedy available to it, under this Agreement, have the right to appropriate the Performance Security and / or to set off any amounts due, if any and payable by ISCL to the Service Provider to the extent required / available and to recover deficit amount, if any, from the Service provider.

On the expiry of the Term or at any prior determination of the Contract, the Service Provider shall deliver possession of the Project unto the ISCL including all station, hardware & software thereat.

The Contractors/employees hired by the Service Provider during the Term, and any extensions thereof shall automatically be transferred to the ISCL at the end of the Term, but at the sole discretion of the ISCL. Should ISCL decide not to hire any of the Contractors/employees, their services would be deemed to have been terminated. The Service Provider should include a covenant to this effect in its entire contractual agreements/ appointment letters.

12 Dispute Resolution and Arbitration

All disputes or differences of any kind whatever arises between the Parties in connection with or arising out of or relating to, or under this Agreement, the Parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement

In the event of any dispute arising between the Parties in relation to or under this Agreement, that could not be settled amicably, the same shall be settled by arbitration conducted by an arbitral tribunal consisting of three arbitrators, one to be appointed by each party and the third arbitrator being appointed by the two arbitrators so appointed. The decision of the arbitration tribunal shall be final and binding. The seat and venue for the arbitration shall be Imphal. The arbitration will be governed by the provisions of the Arbitration and Conciliation Act, 1996. The costs of the arbitration tribunal shall be equally borne by both the parties. Each Party shall bear its own cost of the arbitration provided however; the parties can claim costs as part of the relief sought from the arbitration tribunal.

13 Jurisdiction

The courts in Imphal shall have jurisdiction to try all disputes and matters arising out of an under this Agreement, after reference to arbitration.

14 No Waiver of Rights and Claims

Any forbearance, toleration or delay in invoking any of the rights or claims accruing in favour of any party under the terms of this Agreement shown or made by such a party in whose favour such rights or claims might have vested by virtue of this Agreement shall neither constitute nor be construed to be a waiver of such rights or claims accruing in respect of such a party.

15 Representations and Warranties

15.1 Representation and Warranties of the Service provider

The Service Provider represents and warrants to ISCL that: it is duly organized, validly existing and in good standing under the laws of India;

- i. It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- ii. It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- iii. It has the financial standing and capacity to undertake the Service Provider Agreement for the Project;
- iv. This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- v. The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Service provider's Memorandum and Articles of Association OR Partnership Deed as may be applicable or any Applicable Laws or any covenant, Agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;
- vi. There are no actions, suits, proceedings or investigations pending or to the Service provider's 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 constitute an event of default on the part of the Service Provider or which individually or in the aggregate may result in material adverse effect;
- vii. 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 Agency which may result in Material adverse effect;
- viii. It has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material adverse effect;
- ix. No representation or warranty by the Service Provider contained herein or in any other document furnished by it to ISCL or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- x. No bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Service Provider to any person to procure the contract.
- xi. Without prejudice to any express provision contained in this Agreement, the Service Provider acknowledges that prior to the execution of this Agreement, the Service

Provider has after a complete and careful examination made an independent evaluation of all aspects of the Project, and the information provided by ISCL, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Service Provider in the course of performance of its obligations hereunder; and

- xii. The Service Provider also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that ISCL shall not be liable for the same in any manner whatsoever to the Service provider.

15.2 Representations and Warranties of ISCL

ISCL represents and warrants to the Service Provider that:

- i. ISCL has full power and authority to grant the RFP and enter into Agreement with Service Provider; and
- ii. ISCL has taken all necessary action to authorize the execution, delivery and performance of this Agreement.

15.3 Obligation to Notify Change

In the event that any of the representatives or warranties made/given by the party ceases to be true or stands changed, the party who had made such representation or given such warranty shall promptly notify the other of the same.

15.4 Indemnification

Service Provider shall at all times, i.e. during the subsistence of the Agreement and at any time thereafter, defend, indemnify and hold ISCL harmless from and against all claims (including without limitation claims for infringement of intellectual property, breach of contract, death or injury to person or injury to property, or other tort claims) and expenses (including court costs) arising out of or relating to the breach by Service Provider of any covenant representation or warranty or from any act or omission of the Service Provider or his agents, employees or sub-contractors.

16 Miscellaneous

16.1 Assignment and charges

Service Provider shall not assign, in whole or in part, any right or delegate any duty under the Agreement to any third party, except with ISCL's prior written consent. In this:

- i. The Service Provider shall not assign in favour of any person this Agreement or the rights, benefits and obligations hereunder save and except with prior consent of ISCL.
- ii. The Service Provider shall not create nor permit to subsist any encumbrance over premises except with prior consent in writing of ISCL, which consent ISCL shall be entitled to decline without assigning any reason whatsoever.
- iii. Restraint set forth in clauses (a) and (b) above shall not apply to liens/ encumbrances arising by operation of law (or by an Agreement evidencing the same) in the ordinary course of the Business of the Service provider.

16.2 Liquidated Damages

In the event of delay in implementing the project by the Service Provider as per timeline specified in the contract, Service Provider shall pay to ISCL liquidated damages as SLA terms specified in this RFP.

In case the Service Provider is unable to make the system operational with manpower and supporting maintenance infrastructure within these 90 (ninety) days from the date of receipt of complaint or the LD value exceeds 10%, ISCL reserves the right to terminate the Service Provider Agreement and forfeit the Performance Guarantee amount. No interest shall be paid by ISCL on the Performance Guarantee.

16.3 Survival

It is provided that the termination of this Agreement shall not relieve the Service Provider or ISCL of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, and except as otherwise provided in any provision 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 omission of such party prior to the effectiveness of such Termination or arising out of such Termination.

16.4 Notices

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized courier, mail or email transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to ISCL:

Chief Executive Officer
Imphal Smart City Ltd.
Directorate of MAHUD, PDA Complex, North AOC, Imphal – 795001.
Email: ceoimphalsmartcity@gmail.com

If to the Service provider

Or such address, number or email as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered:

In the case of any communication made by letter, when delivered by hand, by recognized courier or by mail (registered, return receipt requested) at the address, and in the case of any communication made by email, when transmitted properly addressed to such email address.

17 Severability

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall 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 nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

18 Language

All notices required to be given under his Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing in English language.

19 Ownership & Protection of Project Assets during Contract Period and Transfer of Project Assets after end of Contract Period

- (i) ISCL shall retain the title and ownership of assets developed under the project.
- (ii) Service Provider shall exercise all due caution to protect and maintain Project Assets, Premises and the data created out of this Project including identification and financial data collected from Members. Service Provider shall not share, sell, or in any manner use the data created by Service Provider out of this Project otherwise than in accordance with the terms of the Service Provider Agreement.
- (iii) Security of premises and Project Assets including theft thereof shall be the responsibility/liability of the Service Provider. Upon occurrence of theft of any instrument/hardware /software installed by the ISCL or Service Provider, the Service Provider shall reinstall/reinstate at his cost such hardware/software/instrument that of original specification and functionality of that hardware/software/instrument.
- (iv) Service Provider shall not share, sell or in any manner use the data created by Service Provider out this Project otherwise than in accordance with the terms of the Agreement.
- (v) ISCL shall own all data created out of the Project at all the times, during and after the expiry/termination of the Agreement. Service Provider shall not have any claim on and for such data and shall not for any reason withhold such data from ISCL. After the expiry or termination of the Service Provider Agreement, Service Provider shall have no right, title, or interest in or to any work including without limitation the designs, software, modifications or facilities developed by ISCL under the Project for any purpose whatsoever. The Service Provider shall hand over all identification and financial data to ISCL. The Service Provider's copy(ies) of the data shall be destroyed.

20 Intellectual Property Rights

Service Provider shall acknowledge and agree that any and all hardware, software, and / or firmware developed by ISCL or Service Provider in relation to the project and any modifications thereto or works derived therefrom shall be the exclusive property of ISCL at all times and ISCL shall retain all right, title and interest in and to the same. Provided however that the Service Provider shall have the right to possess and use the same during the Agreement Period for purposes of effective implementation, operation and maintenance of the project on specific approval of the same by ISCL.

For purposes of the Agreement the terms "software", "software programs" shall include without limitation the specifications, documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to any of the foregoing provided at the sites by the Service Provider in relation to the project pursuant to the Agreement.

21 Service Level Agreement

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service to be provided by the successful bidder to ISCL for the duration of this contract.

- The business hours are 9:00 AM to 6:00 PM on all working days (Mon-Sat) excluding Public Holidays or any other Holidays observed by ISCL. The Vendor however recognizes the fact that the ISCL offices will require to work beyond the business hours on need basis like tax rebate schemes, collection of tax schemes, etc.
- "Non-Business Hours" shall mean hours excluding "Business Hours".
- 16X7 shall mean hours between 08:00AM – 12:00 AM on all days of the week.
- The SLA parameters shall be monitored on a monthly basis as per the individual SLA parameter requirements. However, if the performance of the system/services is degraded significantly at any given point in time during the contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of ISCL or an agency designated by them, then the ISCL will have the right to take appropriate disciplinary actions including termination of the contract. Service Level violation will occur if the Vendor fails to meet Minimum Service Levels, to be measured on a monthly basis, for a Service Level. Overall Availability and Performance Measurements will be on a monthly basis for the purpose of Service Level reporting. An "Availability and Performance Report" shall be provided by the Vendor on monthly basis in the format finalized in consultation with ISCL or any other nominated agency by ISCL.

The monthly availability and performance report will be deemed to be accepted by the ISCL upon review and signoff by the nominated official from ISCL, some of the service levels will be assessed through audits or reports; as appropriate to be provided by the Vendor on a monthly basis, in the formats accepted by ISCL. The tools to perform the audit will have to be provided by the vendor. Audits will normally be done on regular basis or as required by the ISCL.

The purpose of this SLA is to clearly define the levels of service to be provided by Vendor to ISCL during the maintenance phase or until this SLA has been amended. The objectives of this SLA are to:

- a. Trigger a process that applies ISCL and Contractor management attention to some aspect of performance only when that aspect drops below an agreed upon threshold, or target.
- b. Makes explicit the performance related expectations on performance required by ISCL
- c. Assist the ISCL to control levels and performance of services provided by contractor

21.1 Implementation SLA

- For any delay in completion of the task beyond the date specified in the contract for Implementation, CEO, ISCL shall without prejudice to its other remedies under the contract, deduct by way of penalty from the Contract value, a sum equivalent to 0.5 (zero point five) % of the CAPEX value for every week of delay, up to a maximum of 10(ten) % of the CAPEX value. Once the maximum is reached, ISCL may consider termination of the contract without giving any notice and get the work executed by a third party at the cost and responsibility of bidder while also invoking the Performance Bank Guarantee.

21.2 Post Implementation SLA: -

Service level of the components shall be as per categories detailed below;

Category	Solution Components
Category – I	GIS platform, Property tax web and mobile application, DAM
Category – II	Hardware

21.2.1 SLA for Category – I

Uptime/Availability per quarter (calculated separately for each	Deduction as % of the apportioned price of total AMC for the specific component of the project
> 99.90%	NIL
Less than 99.90%	Deduction of 1% of the apportioned price of the apportioned quarterly payment by ISCL, for every 0.1% or part there of decrease in availability under 99.90%

21.2.2 SLA for Category – II

Uptime/Availability per quarter (calculated separately for each	Deduction as % of the apportioned price of total AMC for the specific component of the project
> 99.90%	NIL
Less than 99.90%	Deduction of 1% of the apportioned price of the apportioned quarterly payment by ISCL, for every 0.1% or part there of decrease in availability under 99.90%.

21.2.3 Uptime/Availability calculation

While calculating availability following shall be considered:

- The component shall be considered as available if: -
 - All component functions described in the specification are executed at periodicities specified in the specification, without degradation in the response times.
 - Information Storage and Retrieval applications are available
 - Data exchange with other system is available as per pre-defined data exchange method and format
- Non-Availability of internal and external systems that are not within the scope of project components shall not be considered for systems availability calculation.
- Scheduled downtime shall be considered as the non-available time.
- The computation of Availability / Non-availability would be rounded up to 2 decimal places at each Contract Co-ordination Site on quarterly basis and any deduction in the maintenance charges thereof would be calculated as stated above on pro-rata basis.
- Availability would be calculated on per quarter basis.

The formula to be used for availability/uptime computation would be as under:

$$\text{Uptime\% per Quarter} = \left(\frac{THQ - ((S1 \times 1) + (S2 \times 0.4) + (S3 \times 0.1))}{THQ} \right) \times 100$$

Where:

- THQ** is total hours in the quarter
- S1** is the total non-available hours in Severity Level-1
- S2** is the total non-available hours in Severity Level-2

- **S3** is the total non-available hours in Severity Level -3

Where problem severity level is as mentioned below:

Category	Definition
Severity 1 – Urgent	Complete system failure, severe system instability, loss or failure of any major subsystem or system component such as to cause a significant adverse impact to system availability, performance, or operational
Severity 2 – Serious	Degradation of services or critical functions such as to negatively impact system operation. Failure of any redundant system component such that the normal redundancy is lost. Non-availability of Manpower at control centre during working hours.
Severity 3 – Minor	Any other system defect, failure, or unexpected operation.
Severity 4 – General/Technical Help	Request for information, technical configuration assistance, “how to” guidance, and enhancement requests.

21.3 Deleted

21.4 SLA for IT Infrastructure

Sl. No	IT Infrastructure Component	Acceptable Quarterly Downtime	Penalty Amount (INR)	Critical/ Non-Critical
1	Database Server	4 hours	>4 to <=24: Rs. 100 per hour >24 hours: Rs. 200 per hour	Critical
2	Application Server	4 hours	>4 to <=24: Rs. 100 per hour >24 hours: Rs. 200 per hour	Critical
3	SAN Storage Infrastructure	4 hours	>4 to <=24: Rs. 100 per hour >24 hours: Rs. 200 per hour	Critical
4	Network Switch	4 hours	>4 to <=24: Rs. 100 per hour >24 hours: Rs. 200 per hour	Critical

21.5 SLA for Software Support

Any patch released by the OEM needs to be applied to the corresponding product within 7 working days. Any bugs / Critical software issues should be rectified within 5 working days from the date of complaint. Any delay in applying the patch will attract penalty of Rs. 200/- per day. Any delay in solving bug / critical software issues will attract penalty of Rs. 200/- per day.

21.6 SLA for Field Survey

Sl.	Parameter	Condition	Penalty
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Request for Proposal (RFP) for Selection of Vendor for implementation of GIS based Property Tax Module for Imphal Smart City Limited.

No			
1	Geo-referencing of the satellite image.	The average RMS error shall not exceed 5.00%	0.1% of the base map creation cost.
2	Assessment data	Should have 96.00% recorded data to be correct in every sense.	INR 100 for every incorrect value found in random sampling
3	Map Digitization	100% features to be digitized as per the approved data model	INR 200 for every missed feature in the out Put map

The Selected Bidders should adhere to the following Service Level Standards for data Accuracy of the GIS Base Maps/Survey Data during implementation.

Deliverable	Desired Quality / Resolution	Absolute Accuracy		Relative Accuracy	
		Horizontal Accuracy	Vertical Accuracy	Horizontal Accuracy	Vertical Accuracy
Data Acquisition					
GCP for Aerial Images	+ / - 30 mm or better	+ / - 30 mm or better	+ / - 50 mm or better		
GCP for Street /Mobile LiDAR	+ / - 30 mm or better	+ / - 30 mm or better	+ / - 50 mm or better		
Aerial Drone Imagery	+ / - 3 cm GSD or better	10 cm or better	-		
Stereo Model Using Satellite Imagery	+ / - 30 cm to 40 cm better	-	-		
Street /Mobile LiDAR	300+ points/m2 or better	+ / - 10 cm or better	+ / - 20 cm or better		
GRP Survey		+ / - 10 or better	+ / - 10 or better		
Data Generation /Development					
Stereo Model Using Drone Imagery	-	+ / - 15 cm or better	+ / - 20 cm or better		
Digital Elevation Model (DSM / DTM)	+ / - 20 cm or better	+ / - 15 cm or better	+ / - 20 cm or better	+ / - 20 cm or better	+ / - 20 cm or better
Ortho Image Mosaic seam line maximum allowed mismatch	+ / - 15 cm or better	+ / - 20 cm or better	-		
Mesh Model / 3D Base Map / 3D LULC Map	Scale for Mapping is 1:400	+ / - 25 cm or better	-	+ / - 20 cm or better	+ / - 20 cm or better
Building Footprint		+ / - 20 cm or better	+ / - 25 cm or better	+ / - 20 cm or better	

Contours	+ / - 20 cm or better		+ / - 20 cm or better	+ / - 20 cm or better	
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Note: Multiple sample areas of desired size (**max. up to 20 percent**) may be randomly checked to evaluate compliance of data quality standards/ specification of acquired and processed data and accordingly penalty shall be levied for the non-compliance data if the successful bidder failed to undertake the work/survey to resolve the same at required level. The penalty would be charged at INR 5,000 per identified non-compliance accuracy error. However, the Successful Bidders have to be responsible to undertake re-survey/rework of all the non-compliance data and rectify the error without having any financial impact on ISCL.

21.7 Breach of SLA

In case the contractor does not meet the service levels for three (3) continuous quarters, ISCL will treat it as a case of breach of Service Level Agreement. The following steps will be taken in such a case: -

- ISCL may initiate termination procedure or issue a show cause notice to the contractor.
- Contractor should reply to the notice within three working days.

Exclusions

The contractor will be exempted from any delays or slippages on SLA parameters arising out of following reasons: -

- a. Delay in execution due to delay (in approval, review etc.) from ISCL's side. Any such delays will be notified in written to the ISCL.

The network links will be provided by a third party and the contractor will monitor and report any problems on behalf of third party. If contractor notifies and ISCL approves that the delay or fault was due to the third-party link services, then such loss will not be considered for tracking contractor's SLA parameters.

21.8 Penalty calculation

- The Penalty shall be calculated on a quarterly basis.
- All penalties defined for O&M phase will be exclusive to each other and total penalty for any of the quarter will not exceed more than 5% of quarterly payment.
- Planned Down-time (during non-working hours) is not considered for penalty calculation. Bidder/ Vendor will have to take at least 2 days prior permission from ISCL for the planned down-time. Planned Down-time won't be allowed for more than two times in a month.

21.9 Miscellaneous SLAs

#	Parameter	Metric	Frequency	Penalty
1	Compliance in document versioning and maintenance (FRS, SRS, Business Blueprints, User Training Manual etc.), application version control, updates & patches etc.	100% as per requirement timelines	Daily per occurrence	Rs.10,000 per occurrence per day of delay.
2	Manpower Availability & Readiness	100% as per requirement timelines	Daily	Rs. 10,000 per day in case there is shortage in manpower deployment or lack of adequate skills

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3	Scheduled downtime for System Maintenance	<= 2 times per month	Per Occurrence	Rs. 1,00,000 per occurrence for unscheduled downtime or scheduled downtimes exceeding the specified metric.
4	Resource Replacement	Within 7 days of exit of resource (in case of ISCL initiated or supplier initiated)	Per Occurrence	Rs. 5,000.00 per day of unavailability of resource
5	Application Security	Cyber Crime/Hacking/Data Theft/Fraud attributable to the service provider	Per Occurrence	Rs.10,000 per occurrence per day of delay.
6	Response time for all Applications, Property Tax, Mobile App, GIS Enterprise, DAM System/Applications.	Response time should not be more than 2 seconds.	Per Occurrence	Rs. 1,000 per occurrence on breach of the specified response time.

22 Counterparts

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN. SIGNED SEALED AND DELIVERED:
Signed by:

Request for Proposal (RFP) for Selection of Vendor for implementation of GIS based Property Tax Module
for Imphal Smart City Limited.

<p>1. [ISCL</p> <hr/> <p><sign here></p> <hr/> <p>(Typed or printed name)</p> <p>Title: Company: Date:</p>	<p>2. <Service Provider></p> <hr/> <p><sign here></p> <hr/> <p>(Typed or printed name)</p> <p>Title: Company: Date:</p>
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In presence of:

1. For and on behalf of ISCL (Witnesses)

- (i) [Authorized Representative]
- (ii)

2. For and on behalf of [name of Consultant], In presence of (Witnesses)

- (i) .
- (ii)