



Certificate No. P0H2019H69

Stamp Duty Paid : ₹ 500
(Rs. Only)

GRN No. 55975956



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Directorate of urban local Bodies haryana
 H.No/Floor : 0 Sector/Ward : 0 LandMark : PKI
 City/Village : Panchkula District : Panchkula State : Haryana
 Phone : 0

**Buyer / Second Party Detail**

Name : Yashi Consulting services pvt ltd
 H.No/Floor : 0 Sector/Ward : 0 LandMark : 0
 City/Village : Jaipur District : Panchkula State : Haryana
 Phone : 0

Purpose : AGREEMENT

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>**AGREEMENT**

This Agreement (hereinafter called the "Agreement") for System Integrator for Conducting Property Tax Survey / License Survey including Issuance of Notice and Bills, with Technical handholding support in updating of property tax demand, collection, registers etc. for different Municipal Corporations / Councils / Committees of Gurugram Cluster for next four (4) years after completion of survey work in Department of Urban Local Bodies, Haryana is made on the thirteen Day of the Month of August, 2019 at Panchkula.

BETWEEN

Government of Haryana acting through DIRECTORATE OF URBAN LOCAL BODIES DEPARTMENT, HARYANA having its registered office at Urban Local Bodies Department, Bay No. 11-14, Sector 4, Panchkula, Haryana, hereinafter referred to as the "Client", which expression unless repugnant to context or meaning thereof, shall include its successors, affiliates and assigns of the **First Part**.

AND

M/S YASHI CONSULTING SERVICES Private. Limited., incorporated in India under the Companies Act, 1956 and having its registered office at 501-510, 5th Floor, Kailash Tower, Tonk Road, Lal Kothi Area, Jaipur – 302017, hereinafter referred to as the "System Integrator", which expression unless repugnant to context or meaning thereof, shall include its successors of the **Second Part**.

WHEREAS

(A) Urban Local Bodies Department, Haryana has decided to engage System Integrator for Conducting Property Tax Survey / License Survey including Issuance of Notice and Bills with Technical handholding support in updating of property tax demand, collection, registers etc. for different Municipal Corporations / Councils / Committees of Gurugram Cluster for next four (4) years after completion of survey work in Directorate of Urban Local Bodies, Haryana.

(B) To meet the above objectives, the Client is desirous of engaging a System Integrator firm who shall assist the Client in implementing the same as per the defined scope of work, in an effective, efficient and timely manner. Accordingly, the Client vide its open RFP (Request for Proposal), invited proposals for providing system implementation services for Conducting Property Tax Survey / License Survey including Issuance of Notice and Bills, with Technical handholding support in updating of property tax demand, collection,

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Haryana, Panchkula

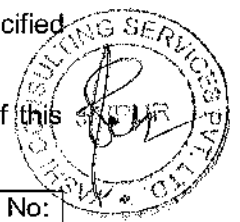
registers etc. for different Municipal Corporations / Councils / Committees of Gurugram Cluster for next four (4) years after completion of survey work in Directorate of Urban Local Bodies, Haryana (hereinafter called the "Assignment" or "Services");

- (C) Only three (3) companies had submitted their proposals from which three (3) companies were selected for technical evaluation based on Quality-Cost-Based Selection (QCBS) for the aforesaid assignment. The Client pursuant to evaluation of proposals / bids received from interested System Integrator firms, declared the System Integrator i.e. M/s Yashi Consulting Services Private. Limited. as the selected System Integrator. System Integrator shall provide the services to the Client on the terms and conditions as set forth as per vide letter no. **IT/DGULB/2018/11 dated 10.05.2018, Request for Proposal (RFP) Document, Corrigendum and negotiation dated 10.09.2018 and this Agreement**
- (D) **The Client after examining the negotiated offer, awarded the assignment to the said System Integrator vide its Work Order No.: IT/DULB/2018/10423 dated 04.10.2018 .**
- (E) The System Integrator has for the purpose of carrying out the works envisaged in this Agreement, furnished performance bank guarantee to the Directorate of Urban Local Bodies (DULB) as Phase- I vide Bank Guarantee No. 054GT02190630008 amount Rs. 1,03,12,955.00 and for Phase-II vide Bank Guarantee No. 054GT02190630002 amount Rs. 77,69,989.00
- (F) The Parties, superseding the remaining conditions precedent to the execution of this Agreement, now wish to enter into this Agreement (as defined below) to govern the manner and terms under which the Service Provider shall conduct Property Tax Survey / License Survey including Issuance of Notice and Bills, with Technical handholding support in updating of property tax demand, collection, registers etc. for different Municipal Corporations / Councils / Committees of Gurugram Cluster for the next four (4) years after completion of survey work and deliver related services to the DULB specified under this Agreement in accordance with the roles and responsibilities of the System Integrator, Directorate of Urban Local Bodies (DULB) or their nominated agencies.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- a. The Client has accepted the tender of System Integrator for the provision and execution of the said works for the **tentative** sum of Indian Rupees (INR) 2133.79 Lacs, including all taxes and levies **as applicable under respective statues of Government. prevailing from time to time** upon the terms laid out in this Agreement.
- b. System Integrator hereby agrees to provide Services to Client, conforming to the specified Service Levels and conditions set out hereunder.
- c. The following documents attached hereto shall be deemed to form an integral part of this Contract:

Complete Request for Proposal (RFP) Document and Corrigendum	Request for Proposal (RFP) No: IT/DGULB/2018/11 and Corrigendum-II dated 01.06.2018
The System Integrator Technical and Financial Proposal	For the above stated Request for Proposal (RFP) the proposal received by the System Integrator online dated 11.06.2018
The System Integrator's Letter for 'Written Statement for Conducting property tax survey for Department of ULB for all six Clusters' dated 14.08.2018	Attached as Annexure II
The System Integrator's Negotiation offer Letter for 'RFP of conducting Property Tax Survey for Directorate of Urban Local Bodies Haryana' dated 10.09.2018	System Integrator's Letter: YCSPL/PS/6Cluster/Haryana/2018-19 dated 10.09.2018
The Client's Work order dated 04.10.2018	Work Order No.: IT/DULB/2018/10423



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d. The mutual rights and obligations of the "Client" and System Integrator shall be as set forth in the Contract, in particular:

- System Integrator shall carry out and complete the Services in accordance with the provisions of the Contract; and
- The "Client" shall make payments to System Integrator in accordance with the provisions of the Contract

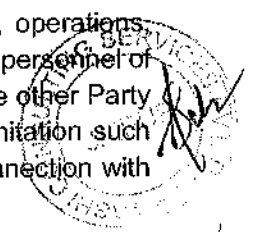
In pursuance of the Work Order, the parties have agreed to enter into this Agreement now therefore, the parties hereto hereby agree as follows:

A. General Conditions of Contract (GCC)

1. Definitions and Interpretation

The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) **"Adverse Effect"** shall mean material impact on:
- (i.) the ability of the System Integrator to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or
 - (ii.) the legal validity, binding nature or enforceability of this Agreement;
- (b) **"Agreement"** means this Agreement, including the schedules, together with all the Annexures and includes any amendments made thereto in accordance with the provisions hereof; In the event of a conflict between the body of the Agreement and the Schedules, the terms inscribed in the body of the Agreement shall prevail;
- (c) **"Annexures"** means any of the annexures, appendices, supplements or documents annexed to this Agreement and as amended from time to time;
- (d) **"Affiliate"** means, with respect to any Party, any other entity that, directly or indirectly: (a) Controls such Party; (b) is Controlled by such Party; (c) is Controlled by the same person who, directly or indirectly, Controls such Party; and "Control" with respect to any person, shall mean: (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person whether through the ownership of voting share capital, by agreement or otherwise or the power to elect more than one-half of the directors, partners or other individuals exercising similar authority with respect to such person; (b) the possession, directly or indirectly, of a voting interest of more than 50%; and the terms "Controlling" and "Controlled by" shall be construed accordingly.
- (e) **"Applicable Law(s)"** shall mean any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant Party and as may be in effect on the Execution Date of this Agreement and during the subsistence thereof, applicable to the Project (as defined below);
- (f) **"Bid(s)"** means the technical and commercial bids dated 18.06.2018 and 29.08.2018 respectively, submitted by the System Integrator to the Directorate of Urban Local Bodies (DULB);
- (g) **"Confidential Information"** means all information of the Parties including Directorate of Urban Local Bodies (DULB) and their nominated agencies' data and System Integrator's data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement);
- (h) **"Appointed Date"** means the date of signing of this Concession Agreement;
- (i) **"Assignment"** means the work assigned by the Client to the System Integrator in pursuance of this Agreement and to be performed by the System Integrator in accordance with the terms hereof;
- (j) **"Deliverable(s)"** means the products, infrastructure and services agreed to be delivered



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by the System Integrator in pursuance of this Agreement, implementation and the maintenance phases and includes all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related), inter alia payment and/or process related etc., source code (wherever applicable) and all its modifications;

- (k) **"Completion Date"** means the date when System Integrator makes a representation of the completion of work and the same has been accepted by the department/Client.
- (l) **"Intellectual Property Rights"** means all rights in written designs and copyrights, moral rights, rights in databases and bespoke software and compilation rights (whether or not any of these are registered and including application for registration);
- (m) **"Person"** includes a natural person, company, society, a partnership firm, trust or any other entity or organization or other body whatsoever;
- (n) **"Project"** means project for design, development, implementation, operation and maintenance of integrated web based solution across urban local bodies in Haryana and the services in relation thereto to be provided to the Directorate of Urban Local Bodies (DULB) as inscribed in the Request for Proposal (RFP) and as covered by this Agreement (as defined below);
- (o) **"Project Implementation Phase"** shall mean the period commencing from the Effective Date of the Agreement to the date of final acceptance testing and certification as set out in this Agreement;
- (p) **"Services"** means the services to be delivered to Directorate of Urban Local Bodies (DULB) in relation to the Project, as specified in the scope of work in Volume-II of Request for Proposal (RFP), using the tangible and intangible assets procured, installed, managed and operated by the Service Provider;
- (q) **"Service Level"** means the level of Services and other performance criteria which shall apply to the Services and as set out in the Service Level Agreement (SLA) (as defined below);
- (r) **"Sign-off"** means validation of work undertaken by Selected Agency by Directorate of Urban Local Bodies (DULB) or its nominated agency for the purpose of validation of completion of work undertaken. Directorate of Urban Local Bodies (DULB) or its nominated agency shall have to provide a "sign-off" document as documentary evidence to the Selected Agency certifying the validation of work. **(Attached as Schedule VII at Annexure- III of this document)**
- (s) **"SLA" or "Service Level Agreement"** means service level agreement as per this Agreement;
- (t) **"Survey"** shall mean the field survey conducted for carrying out door-to-door property survey as per the scope defined in the Volume II of the Request for Proposal (RFP). The data collected from conducting survey shall be the sole property of Directorate of Urban Local Bodies (DULB) and respective urban local bodies.
- (u) **"Total Contract Value"** means the value specified in the Work Order, subject to such addition thereto or deduction there from as may be made under the provisions hereinafter contained;
- (v) **"Accounting Year"** means the financial year commencing on 1st April in each year and ending on 31st March in the next year;
- (w) **"Client"** means the Directorate of Urban Local Bodies (DULB) Department, Haryana and described in the recitals of this Agreement;
- (x) **"Effective Date"** means the date on which this Agreement comes into force and effect pursuant to Clause;
- (y) **"Government"** means the Government for the State of Haryana;
- (z) **"Local Currency"** means the Indian Rupee;
- (aa) **"Party"** means the Client or the System Integrator (SI), as the case may be, and "Parties" means both of them;
- (bb) **"Personnel"** mean persons including Key Personnel, assigned/ deputed by the System Integrator for performance of the Services or any part thereof.
- (cc) **"Professional Fee"** means all expenses incurred by or on behalf of each party to this agreement and Service Level Agreement (SLA), including all fees of agents, legal advisory, accountants and actuaries employed by either of the parties in connection with the negotiation, preparation and execution of this agreement or the Service Level Agreement (SLA) shall be borne solely by the Party which incurred by them.



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- (dd) "System Integrator" means the consulting firm selected by the Client to provide the Services under this Agreement and is described in the recitals of this Agreement;
- (ee) "Services" or "System Integrator Services" means the work to be performed by the System Integrator pursuant to this Agreement, as described in the Scope of Work ("SOW") as per Request for Proposal (RFP) No. IT/DGULB/2018/11 released on 10.05.2018 along with the related Corrigendum issued.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the Request for proposal (RFP) and Corrigendum for selection of System Integrator.

1.1. Interpretation

1.1.1. In this Agreement, unless the context otherwise requires:

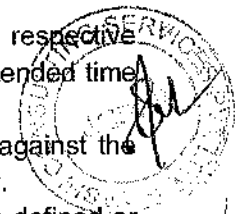
- (i.) The words, phrases and expressions defined hereinabove in Article 1 or defined elsewhere by description in this Agreement, together with their respective grammatical variations and cognate expressions shall carry the respective meanings assigned to them in the said Article 1 or in this Agreement and shall be interpreted accordingly. Expressions which have not been defined in this Agreement shall carry the respective meanings assigned to them in their ordinary applicability read in context with the manner of their usage in this Agreement or in their respective technical sense, as the case may be;
- (ii.) 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 is capable of applying to any transaction entered into hereunder;
- (iii.) References to laws of India or Indian law 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;
- (iv.) All words in singular shall be deemed to connote their respective plurals and vice-versa, unless the context suggests otherwise;
- (v.) The words "include" and "including" are to be construed without limitation;
- (vi.) The headings of the Articles in this Agreement are merely for purposes of convenience and shall have no bearing on the interpretation of this Agreement;
- (vii.) The Annexures and Recitals to this Agreement form an integral part of this Agreement and shall be enforce and effect as though they were expressly set out in the body of the Agreement;
- (viii.) Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days and dates;
- (ix.) References to Recitals, Articles, Clauses or Annexures in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses and Annexures of to this Agreement, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Agreement or of the Annexure in which such reference appears;
- (x.) Time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

1.1.2. The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

1.1.3. Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.

1.2. Measurements and Arithmetic Conventions

All measurements and calculations shall be in the metric system and calculations done to two (2) decimal places, with the third digit of five (5) or above being rounded up and below five (5) being rounded down



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Urban Local Bodies
Bhopal, Madhya Pradesh

1.3. Structure

- 1.3.1. This Agreement shall operate as a legally binding master services agreement specifying the master terms which apply to the Parties under this Agreement and to the provision of the Services by the System Integrator to the Project under the terms of this Agreement.
- 1.3.2. In case of any conflict between the Request for Proposal (RFP) and this Agreement, the terms of this Agreement shall prevail over the terms of the Request for Proposal (RFP). The terms of the Request for Proposal (RFP) shall be read in consonance with this Agreement so as to give full force and effect to the intention of the terms of this Agreement.

1.4. Ambiguities within Agreement

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

- 1.4.1. as between two Clauses of this Agreement, the provisions of a specific clause relevant to the issue under consideration shall prevail over those in a general clause;
- 1.4.2. as between the provisions of Request for Proposal (RFP) and any corrigenda issued thereafter, the provisions of corrigenda shall, to that extent only, prevail over the corresponding earlier provision of Request for Proposal (RFP);
- 1.4.3. as between the provisions of this Agreement and the Schedules, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules.

1.5. Priority of Agreements, Articles and Annexures

1.5.1. This Agreement, and all other agreements and documents forming part of or referred to in this Agreement are to be taken as mutually explanatory and unless otherwise expressly provided else wherein this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, being the following order:-

- (i.) this Agreement; and
- (ii.) all other agreements and documents forming part hereof or referred to herein; i.e. the Agreement at(a) above shall prevail over the agreements and documents at (b)above

1.5.2. Subject to the provisions of Article 1.4.1, in case of ambiguities or discrepancies within this Agreement, the following shall apply:-

- (i.) Between two or more Articles of this Agreement, the provisions of a specific Article relevant to the issue under consideration shall prevail over those in other Articles;
- (ii.) Between the Articles of this Agreement and the Annexures, the Articles shall prevail;
- (iii.) Between any two Annexures, the Annexure relevant to the issue shall prevail;
- (iv.) Between the written description on the Drawings and the Specifications and Standards, the latter shall prevail; and
- (v.) Between any value written in numerals and that in words, the latter shall prevail.

2. Conditions Precedent and Effective Date

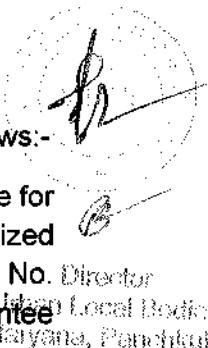
2.1. Provisions to take effect upon fulfilment of Conditions Precedent

Subject to express terms to the contrary, the rights and obligations under this Agreement shall take effect only upon fulfilment of all the Conditions Precedent set out below. However, Client or its nominated agencies may at any time at its sole discretion waive fully or partially any of the Conditions Precedent for the Implementation Agency.

2.2. Conditions Precedent of the System Integrator

The System Integrator shall be required to fulfil the Conditions Precedent in which is as follows:-

- (a) To provide unconditional, irrevocable and continuing Performance Security/Guarantee for an amount equal to 10% of the contract value of the Project from any Nationalized /Scheduled bank in the format prescribed by Client for Phase- I vide Bank Guarantee No. 054GT02190630008 amount Rs. 1,03,12,955.00 and for Phase-II vide Bank Guarantee No. 054GT02190630002 amount Rs. 77,69,989.00; and


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- (b) To provide the Client or its nominated agencies certified true copies of its constitutional documents and board resolutions authorizing the execution, delivery and performance of this Agreement by the Implementation Agency.

2.3. Non-fulfilment of the System Integrator's Conditions Precedent

- a) In the event that any of the Conditions Precedent of the Implementation Agency have not been fulfilled within fifteen (15) days of signing of this Agreement, and the same have not been waived fully or partially by Client or its nominated agencies, this Agreement shall cease to exist.
- b) In the event that this Agreement fails to come into effect on account of non-fulfilment of the System Integrator's Conditions Precedent, Client or its nominated agencies shall not be liable in any manner whatsoever to the **System Integrator** and the **Directorate of Urban Local Bodies (DULB)** shall forthwith forfeit the Performance Guarantee.
- c) In the event that possession of any of the Client or its nominated agencies facilities has been delivered to the System Integrator prior to the fulfilment of the Conditions Precedent, upon the termination of this Agreement, such facilities shall immediately revert to Client or its nominated agencies, free and clear from any encumbrances or claims.

2.4. Authorized Representatives

2.4.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Client or the System Integrator, as the case may be, taken or executed by the officials specified in this Clause.

2.4.2. The Client may, from time to time, designate one of its officials as the Client Representative. Unless otherwise notified, the Client Representative shall be:

Name: Sh. Ashok Rathee

Designation: Superintending Engineer, IT (Urban Local Bodies, Haryana)

Address: Urban Local Bodies Department, Bay No. 11-14, Sector 4, Panchkula, Haryana

Mobile: +91 94681 88887 | **E-mail:** itdulbhry@gmail.com

2.4.3. The System Integrator may designate one of its employees as System Integrator Representative. Unless otherwise notified, the System Integrator Representative shall be:-

Name: Sanjay Gupta

Designation: Managing Director, Yashi Consulting Services Private Limited

Address: 501-510 5th Floor, Kailash Tower, Lal Kothi, Jaipur- 302015

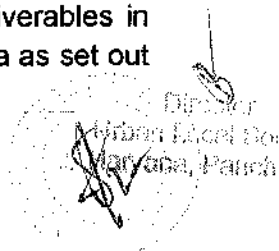
Mobile: +91-9462511561 | **E-mail:** sanjaygupta.yashi@gmail.com

3. Scope of Work

The detailed scope of work for the System Integrator firm is consisting of:

- a) **Annexure - I:** Detailed Scope of Work Request for Proposal Volume - II (RFP No. IT/DGULB/2018/11 released on 10.05.2018) read with the Corrigendum issued and negotiated offer to the Terms of Reference, and
- b) **Annexure - II:** Letter from the System Integrator (M/s Yashi Consulting) "Subject: Written statement for conducting property tax survey for Dept of ULB for all six clusters" (YSCPL/PS/6 CLUSTERS/HARYANA/2018-19/, Dated: 14.08.2018).

- 3.1. The System Integrator shall provide the services in the cluster towns list attached as Annexure-IV deemed as part of agreement.
- 3.2. The System Integrator shall provide Services in relation to the Conducting Property Tax Survey / License Survey including Issuance of Notice and Bills, with Technical handholding support in updating of property tax demand, collection, registers etc. for different Municipal Corporations / Councils / Committees of Gurugram Cluster for the next four (4) years after completion of survey work and other related services within the scope mentioned in the Volume II – Scope of Work including Functional and Technical Specification of the Request for Proposal (RFP).
- 3.3. Directorate of Urban Local Bodies (DULB) shall use the Services and Deliverables in accordance with any instructions or procedures as per the acceptance criteria as set out



in the Service Level Agreement (SLA) or this Agreement or any agreement that may be entered into between the Parties from time to time.

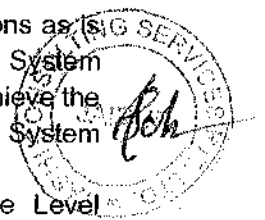
- 3.4. The Parties hereby agree that any change in the Scope of Work or Deliverables in relation to which Services are to be provided by the System Integrator and or Service Level Agreement (SLA) shall only be as per the process agreed upon under Schedule V of this Agreement. Where Directorate of Urban Local Bodies (DULB) decides to increase the Scope of Work or deliverables specified in this Agreement as Annexure I, in such case, Directorate of Urban Local Bodies (DULB), as the case may be, shall offer first right to Service Provider to provide such services and / or components at mutually agreed prices. In case the Service Provider refuses to accept such offer, Directorate of Urban Local Bodies (DULB), as the case may be, shall have the right to approach a third party for the same, without any commercial implication to Service Provider (as per clause 3.3 of Request for Proposal (RFP) Volume. III).
- 3.5. During the subsistence of this agreement, Directorate of Urban Local Bodies (DULB) shall not appoint any other Person for providing Services in relation to Scope of Work and Deliverables which Service Provider is obligated to perform under this agreement.
- 3.6. Save for the express terms of the Payment Terms set out as Schedule I under this Agreement, Directorate of Urban Local Bodies (DULB) and its users may purchase any particular category of services from Service Provider that may become necessary as per the Change Control Schedule set out in Schedule II under this Agreement, without the need to go for a separate procurement process.
- 3.7. The Service Provider shall provide Services as per the timelines set out in the Request for Proposal (RFP) or as are extended by mutual agreement.
- 3.8. Bidder shall also provide complete maintenance support for all the proposed integrated solution as outlined in this Request for Proposal (RFP) for a period of Forty-Eight months from the date of phase I **Completion** i.e. "**Completion**" + Forty-Eight (48) months. "**Completion**" is the date on which the proposed solution is completely operational as per the requirements provided in this Request for Proposal (RFP) and all the acceptance tests are successfully concluded to the satisfaction of Client.

4. Management Phase

The review and management process of the Project shall be carried out in accordance with the Governance Schedule (Schedule IV) set out in this Agreement and shall cover all the management aspects of the Project.

5. Approvals and Required Consents

- 5.1. The Parties shall co-operate to procure, maintain and observe all relevant regulatory / government licenses, clearances, internal clearances, applicable approvals (hereinafter the "Approvals") necessary for the Service Provider to provide the Services.
- 5.2. Parties shall give each other all co-operation and information reasonably required to meet their respective obligations under this Agreement.
- 5.3. In the event that any approval other than delivery sign-off / completion certificate is not obtained from the concerned Government department, then the Service Provider and the Directorate of Urban Local Bodies (DULB) or its nominated agencies shall co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for the Directorate of Urban Local Bodies (DULB) or its nominated agencies to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such approval is obtained, provided that the System Integrator shall not be relieved of its obligations to provide the Services and to achieve the Service Levels until the approvals are obtained if and to the extent that the System integrator's obligations are not dependent upon such approvals.
- 5.4. Except as otherwise provided elsewhere in this Agreement or the Service Level Agreement (SLA), each Party ("Providing Party") to this Agreement or to the Service Level Agreement (SLA) undertakes promptly to provide the other Party ("Receiving Party") with all such information and co-operation which the Receiving Party reasonably requests, provided that such information and co-operation:
 - 5.4.1. Does not require material expenditure by the Providing Party to provide the same;
 - 5.4.2. Is reasonably required by the Receiving Party in order for it to comply with its obligations under this Agreement or the Service Level Agreement (SLA);



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of Urban Local Bodies
Mumbai, Maharashtra

- 5.4.3. Cannot be construed to be Confidential Information; and is capable of being provided by the Providing Party.
- 5.5. Further, each Party agrees to co-operate with the contractors, agents, personnel of the other Party as reasonably requested in order to accomplish the purposes of this Agreement.

6. Service Level Agreement

- 6.1. The Service Level Agreement (SLA) shall govern the Service Levels for the entire Project. The Service Level Agreement (SLA) shall commence from the Effective Date or any other mutually agreed date, as the case may be, and shall, unless terminated earlier in accordance with the terms of the Agreement, expire on the date on which the Agreement expires. The envisaged in Schedule V to this Agreement,
- 6.2. The Service Level Agreement's (SLA) shall form a part of this Agreement and shall be guided by the terms of this Agreement. In case of any conflict between the terms of the Service Level Agreement's (SLA) and this Agreement, the terms of this Agreement shall be effective with overriding effect.
- 6.3. The Parties shall each ensure that the range of the Services under the Service Level Agreement (SLA) shall not be increased except with the prior written agreement between the Parties in accordance with the change management procedure set out in Schedule II of this Agreement.

7. Terms, Duration and Time Extension of the Agreement:

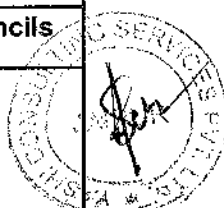
This Agreement shall come into effect on the Effective Date and shall continue for a period of four (4) years from the date of **implementation** of Phase 1 (i.e. **Four (4) Months**) and hence the **total period would be Fifty-Two (52) Months**. ("Term") and Term may be extended for a period of up to two (2) years on terms and conditions mutually agreed upon by the **Directorate of Urban Local Bodies (DULB)** and the **System Integrator**. The Term, for the purposes of any payments to System Integrator, does not include:-

- (a) Any extension arising out of breach of any obligations solely attributable to System Integrator; or
- (b) Unless the implementation of exit management is delayed due to reasons not solely attributable to the System Integrator, time duration for implementation of exit management plan.
- (c) Extension of Contract: Administrative Secretary of the department shall have the rights to extend the time period which under no circumstances shall exceed a total period of two (2) years.

7.1. TIMELINES/ DELIVERABLES:

The Timelines/Deliverables would be as per Request for Proposal (RFP) No. IT/DGULB/2018/11 released on 10.05.2018 read with the Corrigendum to the Terms of Reference

Serial Number.	Phase 1	Timelines (T1)		
		Corporations	Committees	Councils
1.	Phase 1 (P1): Geo-enabled Land and building asset property Survey, data management, assessment and data integration into the web system including Issuance of Notice and Bills, with Technical handholding support in updation of property tax demand collection registers etc. complete in all respect as per scope of work.	T + 4 Months	T + 3 Months	T + 2.5 Months



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Haryana, Panchkula

Note: The Integration of survey Data with Base map shall depend on map availability by the department during the Contract Period.

Serial Number.	Phase 2	Timelines (T2)
1.	Operation and Maintenance	T2 = T1 + 4 Years

Where T = Date of signing of the contract.

The Operations and Maintenance period of the Directorate of Urban Local Bodies (DULB) shall commence from the date of its **Completion of Phase I.**

The Operations and Maintenance period under this contract is four (4) years. After completion of this Operations and Maintenance period, the Operations and Maintenance period can be extended further by the concerning Directorate of Urban Local Bodies (DULB) on mutually agreed terms and conditions, after taking approval from the competent authority.

Note: The time extension of the project is subject to Force Majeure as stated in **Clause 19.4** of this agreement.

8. Change Management Process

8.1. Change requests in respect of the Agreement, the Project Implementation Plan, the operation, the Service Level Agreement (SLA), Services, Scope of Work, Deliverables and functional requirement specifications shall be upon mutual agreement.

8.2. The change management shall be as per Schedule- II attached as **Annexure-III** to this Agreement.

9. Final Service Level Agreement (SLA)

9.1. The Project shall be governed by the mechanism of final acceptance of Service Level Agreement (SLA) to be put into place by the Directorate of Urban Local Bodies (DULB) and the System Integrator. The final Service Level Agreement (SLA) criteria shall lay down a set of guidelines to be followed by all Project stakeholders during the Project period:

9.1.1. Industry accepted norms and standards for Service Level Agreement (SLA) for all aspects of project development / customization and implementation covering the processes relating to the design of solution architecture, business process description, documentation, change management, security, service oriented architecture, performance in relation to compliance with Service Level Agreement (SLA) metrics, interoperability, scalability, availability and compliance with all the technical and functional requirements of the Request for Proposal (RFP) or Agreement;

9.1.2. Final Service Level Agreement (SLA) criteria shall be finalized during requirement gathering as per the project requirement to ensure that the same are enforceable and being followed;

9.1.3. Final Service Level Agreement (SLA) criteria shall consider conducting specific tests on all other aspects;

9.1.4. Final Service Level Agreement (SLA) criteria shall establish appropriate processes for notifying the System Integrator of any deviations from the norms, standards or guidelines at the earliest instance after taking cognizance of the same to enable the System Integrator to take corrective action; etc.

9.2. Final acceptance test shall be conducted on completion of the following:

- (i) Surveyed data available in portal on the base map provided by Directorate of Urban Local Bodies (DULB)
- (ii) Data Centre operational,
- (iii) User Acceptance Test (UAT) of the overall integrated solution and portal.

10. Field Survey Data Validation

10.1. 100% of the overall properties surveyed by the System Integrator shall be audited by the concerned Municipal Corporations / Councils / Committees under the Directorate of Urban Local Bodies (DULB) jurisdiction. The bidder shall provide concerned Municipal Corporations / Councils / Committees / Directorate of Urban Local Bodies (DULB) with data

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Urban Local Bodies
Mumbai, Maharashtra

collected for all the properties on Image / Map based solution for validating 100% coverage of the area and Municipal Corporations / Councils / Committees shall physical validate 10% of surveyed properties.

- 10.2. Bidder/ System Integrator has to make the log of Horizontal Positional Accuracy showing Root-mean square error (RMSE) accuracy for reference of the collected co-ordinates of the property.
- 10.3. If any irregularities are found as a result of these inspections, the selected bidder needs to rectify the same. Bidder shall be responsible to provide requisite information and facilitate inspection by respective department.
- 10.4. The findings of the audit agency shall be binding on the bidders and they shall have to redo the survey and provide necessary explanation for the earlier error, if any.
- 10.5. In case of any discrepancy, the Urban Local Bodies official shall accompany the agencies and shall check the demonstration of actual survey results to the Urban Local Bodies official whose decision in this matter shall be final
- 10.6. Service Level Agreement (SLA) measurement and monitoring for quality of property survey are attached as Schedule V at Annexure – III

11. Obligations

11.1. Obligations of Directorate of Urban Local Bodies (DULB)

Without prejudice to any other undertakings or obligations of the Directorate of Urban Local Bodies (DULB) or its nominated agencies under this Agreement, the Directorate of Urban Local Bodies (DULB) or its nominated agencies shall perform the following:

- 11.1.1. To provide support required by System Integrator through their personnel to conduct Property Tax Survey / License Survey including Issuance of Notice and Bills, with Technical handholding support in updating of property tax demand, collection, registers etc. for different Municipal Corporations / Councils / Committees of Gurugram Cluster for the next four (4) years after completion of survey work during the Term of this Agreement;
- 11.1.2. To provide any support through personnel and/or test data during development, rollout, steady state operation, as well as, for any changes/ enhancements in the system whenever required due to change in Scope of Work that may arise due to business, delivery or statutory/regulatory reasons;
- 11.1.3. To authorize the System Integrator to interact for implementation of the Project with external entities such as the Municipal corporations/ councils/committee, police etc.;
- 11.1.4. To promptly provide all the data, information, approvals, documents, details, personnel and to ensure the prompt delivery of data, information, approvals, documents, details etc. from other Stakeholders of the Project as and when required by the Service Provider for performance of its Services.
- 11.1.5. To make available the details of all the municipal corporation and municipal councils from Directorate of Urban Local Bodies (DULB) for the smooth functioning of the project
- 11.1.6. To coordinate amongst each other and between all the divisions of their own offices for providing necessary information for the study and development of Software and other related services.
- 11.1.7. To hold meetings of the steering committee and the project monitoring committee;
- 11.1.8. To ensure sign-offs and timely responses from the Stakeholders and urban local bodies;
- 11.1.9. Coordinate with System Integrator for conducting workshops for the Stakeholders.
- 11.1.10. Issuing the necessary certification including **Completion of Phase I** Certificate on successful deployment of the Software, cloud hosting, digitized data, Survey and for other components of the Scope of Work (wherever required).
- 11.1.11. To create internal capacity for execution of the Project after takeover from the Service Provider after the termination of this Agreement.
- 11.1.12. Ensuring the staff members and other Stakeholders attend the training programs as per the schedule defined by the Service Provider and agreed upon by Directorate of Urban Local Bodies (DULB)
- 11.1.13. Ensuring the staff members and other Stakeholders (Directorate of Urban Local Bodies (DULB) / Municipal Corporations / Municipal Councils / Municipal Committee) provide data, information, replies etc. in a timely manner.

- 11.1.14. Performing its obligations under the Request for Proposal (RFP) within the stipulated time and in case of there being no stipulated time, within reasonable time and without any unnecessary delay;
- 11.1.15. Promptly provide sign off on the deliverables of the Project.
- 11.1.16. System Integrator shall, on completion of a milestone or Track, furnish a document informing Client of the milestone and/ or Track completion. The Client shall provide its acceptance and/or objection and/or rejection and/or seek clarifications on non-compliance part of such delivery as per the checklist provided by System Integrator within fifteen (15) working days after the milestone completion letter submitted by System Integrator.
- 11.1.17. Release of timely payment to System Integrator on submission of invoices after approval from Project Monitoring Committee.
- 11.1.18. Client shall provide to System Integrator only sitting space and basic infrastructure not including, stationery and other consumables at the Client's office locations.
- 11.1.19. Client shall provide Mobile application for data entry for property tax survey and hosting facility.

11.2. Obligations of the Service Provider

- 11.2.1. System Integrator's obligations shall include all the activities as specified by the Client in the Scope of Work and other sections of the Request for Proposal (RFP) and Contract and changes thereof to enable Client to meet the objectives and operational requirements. It shall be System Integrator's responsibility to ensure the proper and successful implementation, performance and continued operation of the proposed solution in accordance with and in strict adherence to the terms of his Bid, the Tender and this Contract.
- 11.2.2. It shall provide to Directorate of Urban Local Bodies (DULB) or its nominated agencies, the Deliverables as agreed between the Parties.
- 11.2.3. It shall perform the Services as set out in Volume II – Scope of Work of Request for Proposal (RFP) in a good and workmanlike manner commensurate with industry and technical standards which are generally in effect for such projects and innovations pursuant thereon similar to those contemplated by this Agreement, and so as to comply with the applicable Service Levels set out with this Agreement.
- 11.2.4. It shall ensure that the Services are being provided as per the Project Timelines as set out this Agreement.
- 11.2.5. It shall migrate the existing data to the new developed application database.
- 11.2.6. The Service Provider shall be responsible for and shall ensure that all activities /services are performed in accordance with this Agreement, Scope of Work and that the Service Provider's team complies with such specifications and all other standards, terms and other stipulations/conditions set out hereunder.
- 11.2.7. Client reserves the right to interview the personnel proposed that shall be deployed as part of the project team. If found unsuitable, the Client may reject the deployment of the personnel. But ultimate responsibility of the project implementation shall lie with System Integrator.
- 11.2.8. The Service Provider shall perform the activities /services and carry out its obligations under this Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material and methods. The Service Provider shall always act, in respect of any matter relating to this Agreement, as faithful advisors to the Directorate of Urban Local Bodies (DULB) and shall, at all times, support and safeguard the Directorate of Urban Local Bodies (DULB)'s legitimate interests in any dealings with third parties

11.3. Access to the Directorate of Urban Local Bodies (DULB)'s Location

- 11.3.1. For so long as the Service Provider provides services to the Directorate of Urban Local Bodies (DULB) or its nominated agencies from their location, as the case may be, on a non-permanent basis and to the extent necessary, the Directorate of Urban Local Bodies (DULB) as the case may be or its nominated agencies shall, subject to compliance by the Service Provider with any safety and security guidelines which



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Urban Local Bodies
Mayana, Panchituk

may be provided by the Directorate of Urban Local Bodies (DULB) as the case may be or its nominated agencies and notified to the Service Provider in writing, provide the Service Provider with:

- (a) Reasonable access, in the same manner granted to Directorate of Urban Local Bodies (DULB) or its nominated agencies employees, to Directorate of Urban Local Bodies (DULB), as the case may be;
- (b) Reasonable work space, access to office equipment as mutually agreed and other related support services in such location and at such other the Directorate of Urban Local Bodies (DULB) as the case may be location, if any, as may be reasonably necessary for the Service Provider to perform its obligations hereunder and under the Service Level Agreement (SLA).

11.3.2. Access to locations, office equipment and services shall be made available to the Service Provider on an "as is, where is" basis by Directorate of Urban Local Bodies (DULB) as the case may be or its nominated agencies. The Service Provider agrees to ensure that its employees, agents and contractors shall not use the location, services and equipment referred to in Request for Proposal (RFP) for the following purposes:-

- (a) For the transmission of any material which is defamatory, offensive or abusive or of and obscene or menacing character; or
- (b) In a manner which constitutes a violation or infringement of the rights of any Person, firm or company (including but not limited to rights of copyright or confidentiality).

11.4. Start of Installation

11.4.1. System Integrator shall co-ordinate with the Client and Urban Local Bodies for the complete setup of sites before commencement of installation of other areas as mentioned in Request for Proposal (RFP) Volume-II document. System Integrator shall also co-ordinate regarding preparation of the installation plan and detailed design / architectural design documents.

11.4.2. The plan and design documents thus developed shall be submitted by System Integrator for approval by the Client.

11.4.3. After obtaining the approval from the Client, System Integrator shall commence the installation of the systems.

11.5. Reporting Progress

11.5.1. System Integrator shall monitor progress of all the activities related to the execution of this contract and shall submit to the Client, progress reports with reference to all related work, milestones and their progress during the implementation phase.

11.5.2. Formats for all above mentioned reports and their dissemination mechanism shall be discussed and finalized along with project plan. The Client on mutual agreement between both parties may change the formats, periodicity and dissemination mechanism for such reports.

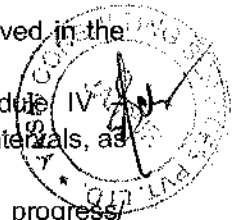
11.5.3. Periodic meetings shall be held between the representatives of the Client and System Integrator once in every fifteen (15) days during the implementation phase to discuss the progress of implementation. After the implementation phase is over, the meeting shall be held as an ongoing basis, as desired by Client, to discuss the performance of the contract

11.5.4. System Integrator shall ensure that the respective solution teams involved in the execution of work are part of such meetings.

11.5.5. Project Monitoring Committee shall be formed as defined in Schedule IV Government Process. This Project Monitoring Committee shall meet at intervals, as decided by the Client later, to oversee the progress of the project

11.5.6. The Client reserves the right to inspect and monitor/ assess the progress/ performance of the work / services at any time during the course of the Contract. The Client may demand and upon such demand being made, System Integrator shall provide documents, data, material or any other information which the Client may require, to enable it to assess the progress/ performance of the work / service.

11.5.7. At any time during the course of the Contract, the Client shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to



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Urban Local Bodies
Hyderabad, Panchajanya

monitor the performance by System Integrator of its obligations/ functions in accordance with the standards committed to or required by the Client and System Integrator undertakes to cooperate with and provide to the Client/ any other agency appointed by the Client, all Documents and other details as may be required by them for this purpose. Such audit shall not include System Integrator 's books of accounts.

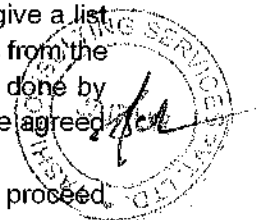
- 11.5.8.** The submission seeking approval by the Client or Client's representative of such plan shall not relieve System Integrator of any of his duties or responsibilities under the Contract.
- 11.5.9.** In case during execution of works, the progress falls behind schedule or does not meet the Tender requirements, System Integrator shall deploy extra manpower/ resources to make up the progress or to meet the Request for Proposal (RFP) requirements. Plan for deployment of extra man power/ resources shall be submitted to the Client for its review and approval. All time and cost effect in this respect shall be borne, by System Integrator within the contract value.

11.6. Project Plan

- 11.6.1.** Within fifteen (15) calendar days of effective date of the Kick-off meeting, System Integrator shall submit to the Client for its approval a detailed Project Plan (i.e Work Breakdown Structure, WBS) as per format provided with details of the project showing the sequence, procedure and method in which System Integrator proposes to carry out the works. The Plan so submitted by System Integrator shall conform to the requirements and timelines specified in the Contract. The Client and System Integrator shall discuss and agree upon the work procedures to be followed for effective execution of the works, which System Integrator intends to deploy and shall be clearly specified. The Project Plan shall include but not limited to project organization, communication structure, proposed staffing, roles and responsibilities, processes and tool sets to be used for quality assurance, security and confidentiality practices in accordance with industry best practices, project plan and delivery schedule in accordance with the Contract, Risk and Mitigation plan. Approval by the Client's Representative of the Project Plan shall not relieve System Integrator of any of his duties or responsibilities under this Contract.
- 11.6.2.** If System Integrator's work plans necessitate a disruption/ shutdown in Client's operation, the plan shall be mutually discussed and developed so as to keep such disruption/shutdown to the barest unavoidable minimum. Any time and cost arising due to failure of System Integrator to develop/adhere such a work plan shall be to System Integrator's account.
- 11.6.3.** On submission of the project plan by System Integrator, the Steering Committee/Project Management Unit (PMU) shall reply/accept the plan within fifteen (15) days of submission date,
- 11.6.4.** Any change in requirement/ process / expectations of Project Monitoring Committee(PMC) / Directorate of Urban Local Bodies (DULB) or any of Urban Local Bodies under this Project that may require change in System Integrator's Process / development work, then in such case, the earlier approved Project Plan shall be updated time to time by System Integrator and shall submit it to Steering committee for approval
- 11.6.5.** In case, the Steering committee does not issue the Acceptance or do not give a list of compliances to be achieved by System Integrator within fifteen (15) days from the date of System Integrator's intimation, then in such case, the deliverable done by System Integrator shall be treated as the "Completed deliverable as per the agreed scope of work"
- 11.6.6.** In the event of deemed completion of a milestone, System Integrator shall proceed with the steps for achieving next milestone till completion of the project

12. Payment

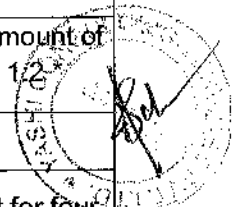
- 12.1.** Client shall make payments to System Integrator at the times and in the manner set out in the Payment schedule as specified in Payment Milestones in Request for Proposal (RFP) Volume I and related corrigendum, if any. Client shall make all efforts to make payments to System Integrator within forty-five (45) days of receipt of invoice(s) and all necessary supporting documents.



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- 12.2. All payments agreed to be made by Client to System Integrator in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable, if any, and Client shall not be liable to pay any such levies/ other charges under or in relation to this Contract and/or the Services.
- 12.3. No invoice for extra work/change order on account of change order shall be submitted by System Integrator unless the said extra work /change order has been authorized/approved by the Client in writing in accordance with Change Control Note.
- 12.4. In the event of Client noticing at any time that any amount has been disbursed wrongly to System Integrator or any other amount is due from System Integrator to the Client, the Client may without prejudice to its rights recover such amounts by other means after notifying System Integrator or deduct such amount from any payment falling due to System Integrator. The details of such recovery, if any, shall be intimated to System Integrator. System Integrator shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of the Client or System Integrator.
- 12.5. All payments to System Integrator shall be subject to the deductions of tax at source under Income Tax Act, and other taxes and deductions as provided for under any law, rules or regulation. All costs, damages or expenses which Client may have paid or incurred, for which under the provisions of the Contract, System Integrator is liable, the same shall be deducted by Client from any dues to System Integrator. All payments to System Integrator shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the Client to System Integrator on chargeable basis.
- 12.6. Payment Schedule for the Services provided by the System Integrator:**
The following schedule would be followed for payment during the Project implementation in line with scope of work:

Serial. Number.	Deliverable	Payment
1	Bill of Quantity (BOQ) 1.1: Geo-enabled Land and building asset property Survey, data management, assessment and data integration into the web system including Issuance of Notice and Bills, with Technical handholding support in updation of property tax demand collection registers etc. complete in all respect as per scope of work	
	(a) Complete survey of 100% properties as per scope of work	40% of total work order amount of Bill of Quantity (BOQ) 1.1
	(b) Complete validation of the surveyed properties as per the scope of work	20% of total work order amount of Bill of Quantity (BOQ) 1.1
	(c) Complete issuance of TS1 Register and distribution of notices, bills as per scope of work	40% of total work order amount of Bill of Quantity (BOQ) 1.1
2	Bill of Quantity (BOQ) 1.2: Integration of survey Data with Base map (on availability from the department during contract period)	
	(a) Integration	75% of total work order amount of Bill of Quantity (BOQ) 1.2 *
	(b) Validation of Integrated Data by the Client	25% of total work order amount of Bill of Quantity (BOQ) 1.2 *
3	Bill of Quantity (BOQ) 2	
	(a) Bill of Quantity (BOQ) 2.1: Operations and Management for Supplementary Properties (Year-wise for four (4) years)	Equal Quarterly payment for four (4) years
	(b) Bill of Quantity (BOQ) 2.2 – Operations and Management (Integration of Survey data of Supplementary Properties) (Year-wise for	Equal Quarterly payment for four (4) years *



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	four (4) years)	
	(c) Bill of Quantity (BOQ) 2.3: Operations and Management Including Issuance of Notice and Bills, with Technical handholding support in updation of property tax demand collection registers etc. complete in all respect for all the properties inclusive of supplementary properties (Year-wise for four (4) years)	Equal Quarterly payment for four (4) years

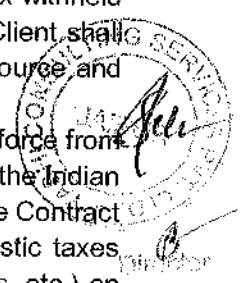
***The payment for the Integration of survey Data with Base map shall depend on map availability by the department during contract period or else payment for the same shall be removed from the payable total of the Bill of Quantity (BOQ) 1 and Bill of Quantity (BOQ) 2.**

12.7. Other Payment terms

- 12.7.1. Any increase/decrease in the rates of taxes, duties, charges and levies at a later date and during the tenure of the bid/ project shall be to the account of the Directorate of Urban Local Bodies, Haryana
- 12.7.2. Whenever the penalty is levied on System Integrator for failing to meet the required Service Level Agreement (SLA), the payment shall be made for the quarter and the penalty (if any) shall be adjusted in the payments of next quarter
- 12.7.3. Any delay on account of Directorate of Urban Local Bodies, Haryana and stakeholders department officials (and not attributable to the System Integrator) shall not be taken into account while computing adherence to service levels for the System Integrator. The final authority in deciding the responsibility lies solely with the Directorate of Urban Local Bodies, Haryana only
- 12.7.4. Any monetary figure in decimal shall be rounded off to the nearest Indian Rupees
- 12.7.5. All payments would be subject to withholdings, if any, due to Service Level Agreement (SLA) and performance criteria besides other statutory withholdings

13. Taxes

- 13.1. System Integrator shall bear all personnel taxes levied or imposed on its personnel, or any other member of System Integrator 's Team, etc. on account of payment received under this Contract. System Integrator shall bear all corporate taxes, levied or imposed on System Integrator on account of payments received by it from the Client for the work done under this Contract.
- 13.2. System Integrator shall bear all taxes and duties etc. levied or imposed on System Integrator under the Contract including but not limited to Sales Tax, Customs duty, Excise duty, Octroi, Service Tax, Value Added tax (VAT), Works Contracts Tax and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof during the entire contract period, i.e., on account of material supplied and services rendered and payments received by him from the Client under the Contract. It shall be the responsibility of System Integrator to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. System Integrator shall also provide the Client such information, as it may be required in regard to System Integrator 's details of payment made by the Client under the Contract for proper assessment of taxes and duties. The amount of tax withheld by the Client shall at all times be in accordance with Indian Tax Law and the Client shall promptly furnish to System Integrator original certificates for tax deduction at source and paid to the Tax Authorities.
- 13.3. System Integrator agrees that he shall comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed/ levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract
- 13.4. System Integrator shall fully familiarize themselves about the applicable domestic taxes (such as value added or sales tax, service tax, income taxes, duties, fees, levies, etc.) on amounts payable by the Client under the Contract. All such taxes must be included by



System Integrator in the financial proposal. (System Integrator to find out applicable taxes for the components being proposed.)

- 13.5.** Should System Integrator fail to submit returns/pay taxes in times as stipulated under applicable Indian/State Tax Laws and consequently any interest or penalty is imposed by the concerned authority, System Integrator shall pay the same. System Integrator shall indemnify Client against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty by any such Tax Authority may assess or levy against the Client / System Integrator.
- 13.6.** In case of introduction of any new Taxes imposed by Government during the scheduled or extended tenure of the contact, any decision on compensation to System Integrator in this regard would be taken by the High Powered Committee (HPC), Government of Haryana. The System Integrator shall submit detailed computation of the incremental tax payable on account of the new tax (tax payable as per new tax minus tax payable as per existing rules) as applicable in the state of Haryana to the client. The decision of the HPC in this regard would be final and binding on the System Integrator. The System Integrator shall indicate the tax component in all the invoices and changes in the same shall be indicated to Directorate of Urban Local Bodies (DULB) immediately after the changes in the structure are announced by the appropriate authorities.
- 13.7.** Supplies of materials from abroad are exempted from levy of Sales Tax/Value Added Tax (VAT) on works/works Contract tax (Central or state). However, the Sales Tax/Value Added Tax (VAT) on works (central or state) if levied on supplies made from indigenous vendors for the works shall be borne by System Integrator within the Contract Price. Service Tax/ Terminal Sales Tax/ Works Contract Tax, etc., if any applicable, shall be payable extra, at actuals by the Client in accordance with the conditions of the Contract and upon submission of proof of payment of such taxes.
- 13.8.** The Client shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by System Integrator at the rates in force, from the amount due to System Integrator and pay to the concerned tax authority directly.
- 13.9.** Directorate of Urban Local Bodies (DULB) shall be responsible for withholding taxes from the amounts due and payable to the Service Provider wherever applicable.
- 13.10.** Directorate of Urban Local Bodies (DULB) shall provide Service Provider with the original tax receipt of any withholding taxes paid by Directorate of Urban Local Bodies (DULB) or its nominated agencies on payments under this Agreement. Service Provider agrees to reimburse and hold Directorate of Urban Local Bodies (DULB) or its nominated agencies harmless from any deficiency including penalties and interest relating to taxes that are its responsibility under this paragraph. For purposes of this Agreement, taxes shall include taxes incurred on transactions between and among Directorate of Urban Local Bodies (DULB) or its nominated agencies, the Service Provider.
- 13.11.** No amount towards security deposit shall be deducted from running bills of the System Integrator. However, Directorate of Urban Local Bodies (DULB) shall be responsible for deducting taxes from the amounts due and payable to the System Integrator wherever applicable. The System Integrator shall pay for all other taxes, duties or levies in connection with this Agreement, and Service Level Agreement (SLA)s but not limited to, property, sales, use, excise duty, value-added, goods and services, consumption and other applicable taxes, duties or levies.

14. Bespoke Development

14.1. Pre-existing work

14.1.1. For the purpose of this Agreement, 'pre-existing work' shall mean such pre-existing work of Service Provider and that of its subcontractors, agents, representatives:

- (a) that can be identified by the Service Provider as pre-existing
- (b) for which System Integrator can provide sufficient documentary proof to establish that such work belongs solely to Service Provider (or its subcontractors, agents, representatives)

14.1.2. To the extent Service Provider uses any of pre-existing work of the Service Provider (or its subcontractors, agents, representatives) in provision of services/ Deliverables under this Agreement, the Intellectual Property Right (IPR) of such pre-existing work



Director
Urban Local Bodies
Gurgaon, Haryana

of Service Provider (or its subcontractors, agents, representatives) all rights, title and interest shall fully rest with service provider (or its subcontractors, agents, representatives) and shall not be given to Directorate of Urban Local Bodies (DULB) under any circumstances.

15. Training and Other Material

The ownership of all Intellectual Property Right (IPR) rights in any and all documents, artefacts, etc. (including all training material) made during the Term (excluding pre-existing documents / manuals / training materials for pre-existing work / software / Mobile Application) for implementation of the Project under this Agreement shall lie with Directorate of Urban Local Bodies (DULB) subject to payment of full consideration thereof.

16. Warranty

16.1. Standard

16.1.1. The Service Provider warrants that the Project, including all the system(s) and other Services provided, shall be free from any material defect or material deficiency in the material, design, engineering, and performance/workmanship that prevent the Project and/or any of its systems(s) from fulfilling the technical requirements or that limit in a material fashion the performance, reliability, or extensibility of the Project and/or any of its system(s) as per the performance guarantee / warranty period defined in the Request for Proposal (RFP).

16.1.2. If during the warranty period any material defect or material deficiency is found in the material, design and performance/ workmanship and other Services provided by the Service Provider, the Service Provider shall promptly, in consultation and agreement with Directorate of Urban Local Bodies (DULB), and at the Service Provider's sole cost repair, replace, or otherwise make good (as the Service Provider shall, at its discretion, determine) such default, defect or deficiency as well as any damage to the Project caused by such material default, defect or deficiency.

16.1.3. Any defective system that has been replaced by the Service Provider shall remain the property of the Service Provider. If the Project or any of its system cannot be used by reason of such default, defect or deficiency and/or making good of such default, defect or deficiency, the warranty period for the Project shall be extended by a period equal to the period during which the Project or any of its system could not be used by Directorate of Urban Local Bodies (DULB) because of such defect and/or making good of such default, defect or deficiency.

16.2. Implied Warranty

The warranties provided herein are in lieu of all other warranties, both express and implied, and all other warranties, including without limitation that of merchantability or fitness for intended purpose is specifically disclaimed Service Provider shall have no liability in the case of breach of this warranty due to:

- (a) use of the Deliverables on any environment (hardware or software) other than the environment recommended or approved by the Service Provider.
- (b) the defects and deficiencies which could be reasonable known to Directorate of Urban Local Bodies (DULB) which shall occur due to decisions taken by the Directorate of Urban Local Bodies (DULB), or any of the committees formed hereunder.
- (c) the combination, operation, or use of some or all of the deliverables with information, software, specifications, instructions, data, or materials not approved by the Service Provider.
- (d) the deliverables having been tampered with, altered or modified by Directorate of Urban Local Bodies (DULB), or any other person not under control of the Service Provider without the written permission of the Service Provider, or
- (e) Use of the deliverables otherwise than in terms of the relevant documentation.

17. Dispute Resolution

17.1. If any dispute arises between the Parties hereto during the subsistence of this Agreement or thereafter, in connection with this Agreement or the Service Level Agreement (SLA) shall in the first instance be dealt with in accordance with the escalation procedure as set out in the Governance Schedule set out as Schedule IV of this Agreement.



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Bangalore, Prachinaka

- 17.2. In case the escalations do not result in resolution of the dispute within time stipulated for escalation, then the same shall be referred to the Arbitral Tribunal comprising of three arbitrators in accordance to the Arbitration and Conciliation Act, 1996 as amended on the date of the reference. Each Party shall nominate one arbitrator and such nominated arbitrators shall nominate the third arbitrator.
- 17.3. The venue of arbitration shall be in the Panchkula District and the language of the Arbitral Tribunal shall be English.
- 17.4. During the term of escalation or arbitration no punitive steps, including but not limited to termination of this Agreement, shall be taken by the Directorate of Urban Local Bodies (DULB) against the System Integrator.

18. Conflict of Interest

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

19. Commencement and Completion of Agreement

19.1. Effectiveness of Agreement

The agreement is effective from the date of signing of this Agreement.

19.2. Tenure of the Agreement

The tenure of this Agreement shall be for one hundred and twenty (120) days and forty-eight (48) months:

- Survey and Integration period: one hundred and twenty (120) days
- Operations and maintenance period: forty-eight (48) months

Directorate of Urban Local Bodies (DULB) reserves the right to extend the contract by two (2) years on the same terms and conditions and on the contract prices decided pursuant to this Request for Proposal (RFP).

19.3. Exit Management Clause

The parties shall finalise the exit plan as per the Schedule VI attached as Annexure III of this Agreement.

19.4. Force Majeure

19.4.1. Definition of Force Majeure

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

19.4.2. Force Majeure events

A Force Majeure event means any event or circumstance or a combination of events and circumstances referred to in this Clause, which may be classified as all or any of the following events:

- (a) is beyond the reasonable control of the affected Party;
- (b) such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care;
- (c) does not result from the negligence of such Party or the failure of such Party to perform its obligations under this Agreement;
- (d) is of an incapacitating nature and prevents or causes a delay or impediment in performance

19.4.3. Non-Political Events

- (a) act of God, including earthquake, flood, inundation, landslide, exceptionally adverse weather conditions, storm, tempest, hurricane, cyclone, lightning, thunder, volcanic eruption, fire or other extreme atmospheric conditions.
- (b) Radioactive contamination or ionizing radiation or biological contamination except as may be attributable to the Service Provider's use of radiation or radio- activity of



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biologically contaminating material.

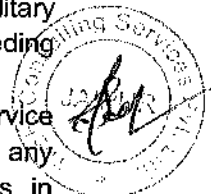
- (c) Strikes, lockouts, boycotts, labor disruptions or any other industrial disturbances as the case may be not arising on account of the acts or omissions of the Service Provider and which affect the timely implementation and continued operation of the Project. or
- (d) Any event or circumstances of a nature analogous to any of the foregoing.

19.4.4. Political Events

- (a) change in Applicable Laws, other than any change in law for which relief is provided under this Agreement.
- (b) expropriation or compulsory acquisition by the Directorate of Urban Local Bodies (DULB) or any of their nominated agencies of any material assets or rights of the Service Provider.
- (c) unlawful or unauthorized revocation of, or refusal by Directorate of Urban Local Bodies (DULB) or any of their nominated agencies, Government of India, Stakeholders or any of its agencies to renew or grant any clearance or Approval, information, data required by the Service Provider to perform its obligations without valid cause, provided that such delay, modification, denial, refusal or revocation did not result from the Service Provider's inability or failure to comply with any condition relating to grant, maintenance or renewal of such Required Consents applied on a non-discriminatory basis.
- (d) any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Service Provider in any proceedings for reasons other than failure of the Service Provider to comply with Applicable Laws or Approvals or on account of breach thereof, or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement;
- (e) expropriation or compulsory acquisition by the Directorate of Urban Local Bodies (DULB) or any of their nominated agencies of any material assets or rights of the Service Provider.
- (f) unlawful or unauthorized revocation of, or refusal by any authority other than the Directorate of Urban Local Bodies (DULB) or any of their nominated agencies to renew or grant any required consents required by the Service Provider to perform its obligations without valid cause, provided that such delay, modification, denial, refusal or revocation did not result from the Service Provider's inability or failure to comply with any condition relating to grant, maintenance or renewal of such Required Consents applied on a non-discriminatory basis.
- (g) any requisition of the Project by any other authority; or
- (h) any requisition of the Project by Directorate of Urban Local Bodies (DULB) or any of their nominated agencies.
- (i) for the avoidance of doubt, suspension of the Project in accordance with the provisions of this Agreement shall not be considered a requisition for the purposes of Force Majeure event.

19.5. Other Events

- (a) An act of war (whether declared or undeclared), hostilities, invasion, armed conflict or act of foreign enemy, blockade, embargo, prolonged riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage, for a continuous period exceeding seven (7) days.
- (b) For the avoidance of doubt, it is expressly clarified that the failure on the part of the Service Provider under this Agreement or the Service Level Agreement (SLA) to implement any agreed disaster contingency planning and back-up and other data safeguards in accordance with the terms of this Agreement or the Service Level Agreement (SLA) against natural disaster, fire, sabotage or other similar occurrence shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, Service Provider shall be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable).



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Morvana, Panchi

19.6. Notification procedure for Force Majeure

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

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

19.7. Consultation and duty to mitigate

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

20. Insurance Cover

20.1. Obligation to maintain insurance

In connection with the provision of the Services, the System Integrator must have and maintain:

- a) for this Agreement Period, valid and enforceable insurance coverage for:
- public liability;
 - either professional indemnity or errors and omissions;
 - product liability;
 - workers' compensation as required by law;

20.2. Certificates of currency

The System Integrator must, on request by Client, provide current relevant confirmation of insurance documentation from its insurance brokers certifying that it has insurance as required by this Clause 20. The System Integrator agrees to replace any coverage prior to the date of expiry/cancellation.

20.3. Non-compliance

Client may, at its election, terminate this Agreement upon the failure of System Integrator, or notification of such failure, to maintain the required insurance coverage. Inadequate insurance coverage for any reason shall not relieve System Integrator of its obligations under this Agreement.

21. Transfer of Ownership

21.1. System Integrator must transfer all titles, as and where applicable, to the assets and goods procured for the purpose of the project to the Client at the time of Acceptance of System, subject to release of approved payment as per Request for Proposal (RFP) payment terms. This includes all licenses, titles, source code, certificates, hardware, devices, equipment's data etc. related to the system designed, developed, installed and maintained by System Integrator for this project. System Integrator is expected to provide source code, transfer Intellectual Property Rights (IPR) and ownership right of only those solutions which would be customized by System Integrator for the use of Client.

21.2. During the service period and project contract, any project data either generated, procured or processed for the project, shall remain the property of Directorate of Urban Local Bodies (DULB) and all Intellectual Property Rights (IPR) shall lie with Directorate of Urban Local Bodies (DULB) only. Under no circumstances surveying agency shall be allowed to keep the copy of any such data either generated, procured or processed out of this project of Directorate of Urban Local Bodies (DULB) after the termination of the said contract. All the project data either generated, procured or processed by survey agency as per project format for all the towns shall be handed over to Directorate of Urban Local Bodies (DULB) at the

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Panchajanya

end of the project contract.

From the data safety and security point of view, the data record must be kept by the department. The department shall have the rights to use and access the said data wherever needed during the project contract for which department shall use its own infrastructure for mirroring all the project data either generated, procured or processed which shall not affect the current work of the survey agency (Yashi Consulting Services Private Limited) with respect to this project.

The survey agency will also give an undertaking, for not to use/share the survey data for any other work/department without the permission of Directorate of Urban Local Bodies (DULB)

- 21.3. Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by the Client, System Integrator shall deliver to the Client all Documents provided by or originating from the Client and all Documents produced by or from or for System Integrator in the course of performing the Services, unless otherwise directed in writing by the Client at no additional cost.

B. Special Conditions of Contract (SCC)

22. Performance Bank Guarantee (PBG)

The Performance Bank Guarantee (PBGs) have been submitted by the System Integrator to the Client as follows:

1. Performance Bank Guarantee (PBG) I, No: 054GT02190630008 dated 04-03-2019 with amount of Rs. 1,03,12,955 only.
2. Performance Bank Guarantee (PBG) II, No: 054GT02190630002 dated 04-03-2019 with amount of Rs. 77,69,989 only

The Performance Bank Guarantee (PBG) received be for an amount equivalent to 10% of the total project cost. Directorate of Urban Local Bodies (DULB) shall invoke the performance guarantee in case the selected System Integrator fails to discharge their contractual obligations during the period or Directorate of Urban Local Bodies (DULB) incurs any loss due to bidder's negligence in carrying out the project implementation as per the agreed terms and conditions. The Performance Bank Guarantee (PBG) must be valid for a period of six (6) months after the successful completion of contract and any extensions, if any.

System Integrator has at his own expense, should deposit with Client, prior to signing of the Agreement, the Performance bank guarantees (PBG) for the performance of the obligations contained herein

- 22.1. The System Integrator, should submit to the Client two (2) Performance Bank Guarantee (PBGs): for Phase I and Phase II respectively. Each of the afore-mentioned Performance Bank Guarantee (PBG) submitted must be valid for a period of six (6) months after the successful completion of contract and any extensions, if any. Each Performance Bank Guarantee (PBG) shall be discharged/returned by Client, after completion of claim period of Six (6) months which begins after the completion period of the respective Phase as specified.

Phase I Performance Bank Guarantee (PBG) shall be returned after a period of six (6) months following the completion of Phase I which is for a period of four (4) month from date of sign of agreement, i.e. ten (10) months from the date of sign of agreement and satisfactory completion of Phase I in four (4) months.

Phase II Performance Bank Guarantee (PBG) shall be returned after a period of six (6) months following the completion period of Phase II which is for a period of four (4) years for Operation and Management from the end date of completion of Phase I, i.e. fifty-four (54) months from the end date of completion of Phase I and satisfactory completion of Phase II in forty-eight (48) months (four (4) years).

In case, if any extension of Phase I is granted to the System Integrator at later stages of the contract, the period of Performance Bank Guarantee (PBG) in both the phases, System Integrator shall submit the extended Performance Bank Guarantee (PBGs) as per the extension for both the phases to the Department.

- 22.2. In the event of System Integrator being unable to perform the Service under the Agreement for reasons solely attributable to System Integrator, Client may revoke the Performance Bank Guarantee (PBG). The proceeds of the Performance Bank Guarantee (PBG) shall be payable to Client as compensation for direct loss resulting from System Integrator's failure to complete its obligations under the Agreement. Client shall notify System Integrator and seek its reply in

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Haryana, Panaji

writing for the exercise of Client's right to receive such compensation within thirty (30) working days, indicating the contractual obligation(s) for which System Integrator is in default.

- 22.3. Nothing in this Agreement shall prevent System Integrator from seeking adequate reliefs in accordance with Dispute Resolution Clause of this Agreement including injunction in case of revocation of Performance Bank Guarantee (PBG) by Client.

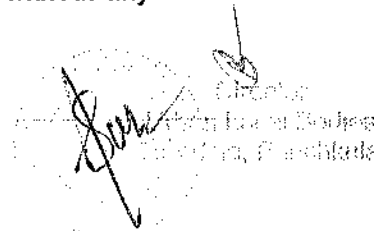
23. LIQUIDATED DAMAGES

- 23.1. If the System Integrator fails to develop and install any or all of the projects as per the contract, within the time period(s) specified in the Contract, Client without prejudice to its other rights and remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 0.5% per week or part thereof of contract value for the particular delayed milestone. The liquidated damages shall come into effect once the notification of Award has been issued by Client. It would be mainly applicable on the implementation phase of the project. The deduction shall not in any case exceed 10% of contract value.
- 23.2. Directorate of Urban Local Bodies (DULB) may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the System Integrator in its hands (which includes the Client's right to claim such amount against the System Integrator's Bank Guarantee) or which may become due to the System Integrator. Any such recovery or liquidated damages shall not in any way relieve the System Integrator from any of its obligations to complete the work or from any other obligations and liabilities under the Contract.

24. Events of Default

24.1. Defaults by Service Provider

- 24.1.1. The failure on the part of the Service Provider to perform any of its obligations or comply with any of the terms of this Agreement or the Service Level Agreement (SLA) which is solely attributable to the Service Provider shall constitute an Event of Default on the part of the Service Provider
- (i) The System Integrator/ System Integrator's Team has failed to perform any instructions or directives issued by the Directorate of Urban Local Bodies (DULB) which it deems proper and necessary to execute the scope of work or provide services under the Contract, or
 - (ii) The System Integrator/ System Integrator's Team has failed to adhere to any amended direction, instruction, modification or clarification as issued by the Client during the term of this Contract and which the Client deems proper and necessary for the execution of the scope of work under this Contract
 - (iii) The System Integrator/ System Integrator's Team has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the Request for Proposal (RFP) and this Contract.
 - (iv) There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the System Integrator.
 - (v) The System Integrator/ System Integrator's Team has failed to comply with or is in breach or contravention of any applicable laws.
- 24.1.2. Where there has been an occurrence of such Event of Default, the Directorate of Urban Local Bodies (DULB) shall issue a notice of default to the Service Provider, setting out specific defaults / deviances / omissions / non-compliances / non-performances and provide a notice of Sixty (60) days to enable such defaulting party to remedy the default committed.
- 24.1.3. Where despite the service of a default notice to the Service Provider by the Directorate of Urban Local Bodies (DULB), due to the reasons solely attributable to the Service Provider, the Service Provider fails to remedy the such Event of Default, the Directorate of Urban Local Bodies (DULB) may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the Directorate of Urban Local Bodies (DULB).
- 24.2. Default by Directorate of Urban Local Bodies (DULB)
- 24.2.1. Directorate of Urban Local Bodies (DULB) repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement
- 24.2.2. Directorate of Urban Local Bodies (DULB) fails to make any payments due to the Service Provider as per the Payment Terms in this Agreement without any valid or bona fide reason



Handwritten signature and official stamp of the Directorate of Urban Local Bodies, Gandhinagar, Bangalore.

24.2.3. If Directorate of Urban Local Bodies (DULB) fails to fulfill its obligations under this Agreement

25. Consequences of Event of Default

Where an Event of Default subsists or remains uncured the Directorate of Urban Local Bodies (DULB) shall be entitled to:

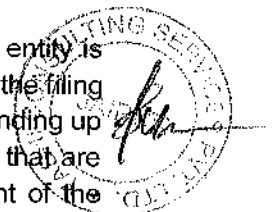
- 25.1. Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of Project and the Services which the Service Provider shall be obliged to comply with which may include re-determination of the consideration payable to the Service Provider as agreed mutually by Directorate of Urban Local Bodies (DULB) and Service Provider or through a third party acceptable to both Parties. The Service Provider shall in addition take all available steps to minimize loss resulting from such event of default.
- 25.2. Suspend payments to be made to the Service Provider in relation to the Deliverable, Service Level Agreement (SLA) or milestone regarding which Event of Default has occurred under this Agreement by a prior thirty (30) days written notice of suspension to the Service Provider, provided that such notice of suspension:
 - a. shall specify the nature of the failure; and
 - b. shall request the Service Provider to remedy such failure within a reasonable period from the date of receipt of such notice of suspension by the Service Provider.
- 25.3. Request replacement of any of the System Integrator's Team member(s) on a reasonable ground with another suitable member(s) where the Client deems necessary. The System Integrator shall in such case find suitable replacement for such outgoing member(s) with another member(s) to the satisfaction of the Client. Failure on the part of the System Integrator to find a suitable replacement for such member(s), shall be dealt as per Schedule V - Service Level Agreement (SLA) defined in this agreement.

26. Termination

- 26.1. This Agreement shall not be terminated except in accordance of the terms of this Termination Clause. It is expressly agreed between the Parties that the first intention of the Parties shall not be termination of this Agreement in case alternate remedies under this Agreement or Request for Proposal (RFP) are available to the Parties.
- 26.2. Directorate of Urban Local Bodies (DULB) may, terminate this Agreement in whole or in part by giving Service Provider a prior written notice of at least three (3) months in advance indicating its intention to terminate this Agreement under the following circumstances:
 - 26.2.1. Where there has been such Event of Default solely attributable to the Service Provider and the where such defect is not cured within the time stipulated in this Agreement which would make it proper and necessary to terminate this Service Provider and may include failure on the part of Service Provider to respect any of its commitments with regard to any part of its obligation under this Agreement, which failure is solely attributable to the Service Provider.
 - 26.2.2. Where it comes to the Directorate of Urban Local Bodies (DULB) attention that Service Provider is in a position of actual conflict of interest with the interests of the Directorate of Urban Local Bodies (DULB).
 - 26.2.3. Where Service Provider's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against Service Provider or the order of winding up is passed against Service Provider or the happening of any such events that are adverse to the commercial viability of the Service Provider. In the event of the happening of any of any events of the above nature, Directorate of Urban Local Bodies (DULB) shall reserve the right to take any steps as are necessary, to ensure the business continuity.

26.3. Termination for insolvency

Directorate of Urban Local Bodies (DULB) may at any time terminate this Agreement by giving prior written notice of thirty (30) days to Service Provider, if Service Provider becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to Directorate of



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Urban Local Bodies
Chennai, Pondicherry

Urban Local Bodies (DULB).

26.3.1. Service Provider subject to approval by Client, may terminate this Agreement before the expiry of the Term by giving Directorate of Urban Local Bodies (DULB) a prior and written notice, at least three (3) month in advance indicating its intention to terminate this Agreement

27. Consequences of Termination

27.1. In the event of termination of this Agreement prior to Term, due to any cause whatsoever, Directorate of Urban Local Bodies (DULB) shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Project which Service Provider shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/ breach, and further allow and provide all such assistance to Directorate of Urban Local Bodies (DULB) and/ or the successor service provider, as may be required, to take over the obligations of the Service Provider in relation to the execution/ continued execution of the requirements of this Agreement.

27.2. Where the termination of the contract is prior to its Term on account of the default on part of Service Provider or due to the fact that the survival of Service Provider as an independent corporate entity has ceased, Directorate of Urban Local Bodies (DULB), through mutual redetermination of the consideration payable to Service Provider, shall pay Service Provider for that part of the services which have been authorized by Directorate of Urban Local Bodies (DULB) and satisfactorily performed by Service Provider up to the date of termination. Without prejudice to any other rights, Directorate of Urban Local Bodies (DULB) may retain such amount from the payment due and payable by Directorate of Urban Local Bodies (DULB) to Service Provider as may be required to offset any losses caused to Directorate of Urban Local Bodies (DULB) as a sole, direct and unpreventable result of any act/ omissions of Service Provider. In case of any loss or damage due to default attributable solely on the part of Service Provider in performing any of its obligations with regard to executing the Scope of Work under this Agreement, Service Provider shall compensate Directorate of Urban Local Bodies (DULB) for any such direct and unpreventable loss, damages or other costs, incurred by Directorate of Urban Local Bodies (DULB). Additionally, members of its team shall all its obligations and responsibilities under the contract in an identical manner as were being performed before the collapse of System Integrator as described above in order to execute an effective transition and to maintain business continuity.

All third parties shall continue to perform all/ any functions as stipulated by Client and as may be proper and necessary to execute the Scope of Work under the contract in terms of System Integrator's bid, the bid document and the contract

27.3. Nothing herein shall restrict the right of Directorate of Urban Local Bodies (DULB) to invoke the relevant bank guarantee and other guarantees furnished hereunder in the manner and conditions prescribed under this Agreement and perceived such other rights and/ or remedies that may be available to Directorate of Urban Local Bodies (DULB) under law.

27.4. The termination hereof shall neither affect any accrued right or liability of either party nor affect the operation of the provisions of the contract that are expressly or by implication intended to come into or continue in force on or after such termination.

28. Representation and Warranties

28.1. Representations and Warranties of the System Integrator

The Service Provider represents and warrants to the Directorate of Urban Local Bodies (DULB) that:

28.1.1. it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby;

28.1.2. it is a competent provider of a variety of information technology and business process management services

28.1.3. it has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;



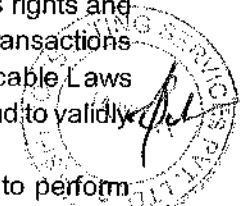
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- 28.1.4. from the Effective Date, it shall have the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- 28.1.5. in providing the Services, it shall use reasonable endeavors not to cause any unnecessary disruption to Directorate of Urban Local Bodies (DULB) normal business operations;
- 28.1.6. this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
- 28.1.7. the information furnished in the Request for Proposal (RFP) documents and as updated on or before the date of this Agreement is to the best of its knowledge and belief true and accurate in all material respects as at the date of this Agreement;
- 28.1.8. the execution, delivery and performance of this Agreement shall not conflict with result;
- 28.1.9. there are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;
- 28.1.10. it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- 28.1.11. it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Agreement;
- 28.1.12. no representation or warranty by it contained herein or in any other document furnished by it to Directorate of Urban Local Bodies (DULB) or its nominated agencies in relation to the Approval (as defined in this Agreement) contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of Directorate of Urban Local Bodies (DULB) or its nominated agencies in connection therewith.

28.2. Representations and Warranties of the Directorate of Urban Local Bodies (DULB) or its Nominated Agencies

Directorate of Urban Local Bodies (DULB) represent and warrant to Service Provider that:

- 28.2.1. They have full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement and carry out the transactions contemplated hereby; they have taken all necessary actions under Applicable Laws to authorize the execution, delivery and performance of this Agreement and to validly exercise their rights and perform their obligations under this Agreement;
- 28.2.2. They have the financial, structural and technical standing and capacity to perform their obligations under this Agreement; it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder; this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against them in accordance with the terms hereof and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms thereof;



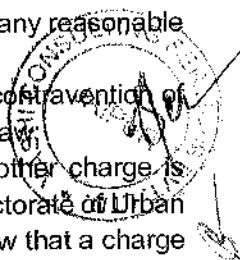
Director

- 28.2.3.** The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which they or any of their properties or assets is bound or affected;
- 28.2.4.** There are no actions, suits or proceedings pending or, to their knowledge, threatened against them at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its material (including any payment) obligations under this Agreement;
- 28.2.5.** They are not in any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on their ability to perform their obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- 28.2.6.** They have complied with Applicable Laws in all material respects; all information provided by them in the Request for Proposal (RFP) in connection with the Project is, to the best of their knowledge and belief, true and accurate in all material respects; and upon the Service Provider performing the covenants herein, they shall not at any-time during the Term hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the Service Provider, in accordance with this Agreement.

29. Use of Assets by the Service Provider

During the Term of this agreement, the Service Provider shall:

- 29.1.** Take all reasonable and proper care of the entire hardware and software, network or any other information technology infrastructure components used for the Project and other facilities leased / owned / operated by the Service Provider exclusively in terms of ensuring their usability for the delivery of the Services as per this Agreement (hereinafter the "Assets") in proportion to their use and control of such Assets;
- 29.2.** Keep all the tangible Assets in as good and serviceable condition (reasonable wear and tear excepted) as at the date the Service Provider takes control of and/or first uses the Assets and during the entire Term of this Agreement;
- 29.3.** Ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of the Assets and which are provided to the Service Provider shall be followed by the Service Provider and any Person who is made responsible for the use of the Assets by the Service Provider.
- 29.4.** Take such steps as may be properly recommended by the manufacturer of the Assets and notified to the Service Provider or as may, in the reasonable opinion of the Service Provider, be necessary to use the Assets in a safe manner;
- 29.5.** Ensure that the Assets that are under the control of the Service Provider, are kept suitably housed and in conformity with Applicable Law;
- 29.6.** Procure permission from the Directorate of Urban Local Bodies (DULB) or its nominated agencies and any persons duly authorized by them to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable third-party requirements;
- 29.7.** Not knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to Applicable Law;
- 29.8.** Use best efforts to ensure that no lien, mortgage, hypothecation or any other charge is created over the Assets. Service Provider agrees that they shall inform Directorate of Urban Local Bodies (DULB) immediately if Service Provider feels or comes to know that a charge may be / has been created over any Asset(s). In the event a charge is created over any of the Assets / goods which are owned by Directorate of Urban Local Bodies (DULB) by the Service Provider, Directorate of Urban Local Bodies (DULB) shall have the right to get the charge removed at the risk, cost, expense of the Service Provider and Service Provider shall make good all losses, damages, costs, fees, cess, duties, etc. borne or suffered by Directorate of Urban Local Bodies (DULB) or its nominated agencies due to creation of such


 Director
 Urban Local Bodies
 Palghat, Kerala

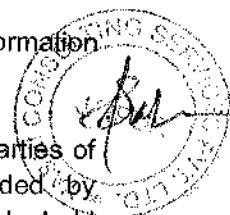
charge and/or in removal of such charge and/or in discharging the obligations for removal of such charge.

30. Security and Safety

- 30.1. The Service Provider shall comply with the technical requirements of the relevant security, safety and other requirements specified in the Information Technology Act 2008 including the regulations issued by dept. of telecom (wherever applicable).
- 30.2. Each Party to the Service Level Agreement (SLA)/ Agreement shall also comply with the rules laid down by the Government of India, and the respective State's security standards and policies in force from time to time at each location of which Directorate of Urban Local Bodies (DULB) or its nominated agencies make the Service Provider aware in writing insofar as the same apply to the provision of the Services.
- 30.3. The Parties to the Service Level Agreement (SLA)/ Agreement shall use reasonable endeavors to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized Persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with a Party's data, facilities or Confidential Information.
- 30.4. The each party shall upon reasonable request by the other party as the case may be or their nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
- 30.5. As per the provisions of the Service Level Agreement (SLA) or this Agreement, the Service Provider shall promptly report in writing to Directorate of Urban Local Bodies (DULB) or its nominated agencies, any act or omission which they are aware that could have an Adverse Effect on the proper conduct of safety and information technology security at the facilities of Directorate of Urban Local Bodies (DULB) as the case may be.

31. Indemnification or Limitation of Liability

- 31.1. Subject to Clause 31.2 below, Each Party (the 'Indemnifying Party') undertakes to indemnify the other Party (the 'Indemnified Party') from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third-party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party shall defend such claim at its expense and shall pay any costs or damages that may be finally awarded against Indemnified Party. Indemnifying Party shall not indemnify the Indemnified Party, however, if the claim of infringement is caused by:
- 31.1.1. Indemnified Party's misuse or modification of the Service;
- 31.1.2. Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;
- 31.1.3. Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party;
- 31.1.4. Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either-
- (i.) procure the right for Indemnified Party to continue using it, or
 - (ii.) replace it with a non-fringing equivalent, or
 - (iii.) Modify it to make it non-fringing. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.
- 31.2. The Indemnifying Party shall indemnify the Indemnified Party against all losses (including



Director
Urban Local Bodies
Bhubaneswar, Odisha

loss of business, reputation, profits, revenue etc.), claims, damages, compensation, charges (including attorney fees) etc. arising out of data loss, data theft, data misuse, data tempering, unauthorized use or disclosure of Confidential Information etc. attributable to the Indemnifying Party's negligence, willful default, lack of due care or breach of terms of this Agreement.

31.3. The indemnities set out in Clause 31.2 shall be subject to the following conditions:-

31.3.1. The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;

31.3.2. If the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party shall have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party shall be included in Losses;

31.3.3. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;

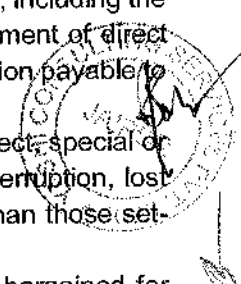
31.3.4. All settlements of claims subject to indemnification under this Clause shall be entered into only with the consent of the Indemnified Party, which consent shall not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;

31.3.5. The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings ;in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party shall, upon payment of such indemnity in full, be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates; and if a Party makes a claim under the indemnity set out above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

31.4. The liability of System Integrator (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the consideration payable to the System Integrator for services.

31.5. In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claims (other than those set forth in Clause 17.2) even if it has been advised of their possible existence.

31.6. The allocations of liability in this Clause represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.


Director
Public Relations
Government of Karnataka
Bangalore

32. Confidentiality

- 32.1. Directorate of Urban Local Bodies (DULB) or its nominated agencies shall allow the Service Provider to review and utilize any confidential public records and the Service Provider shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.
- 32.2. Additionally, the Service Provider shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.
- 32.3. Directorate of Urban Local Bodies (DULB) or its nominated agencies shall retain all rights to prevent, stop and if required take the necessary punitive action against the Service Provider regarding any forbidden disclosure.
- 32.4. Service Provider shall endeavor that all its employees, agents and execute individual non-disclosure agreements, which have been duly approved by Directorate of Urban Local Bodies (DULB) with respect to this Project. For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information
- (i.) Information already available in the public domain;
 - (ii.) Information which has been developed independently by the Service Provider;
 - (iii.) Information which has been received from a third party who had the right to disclose the aforesaid information;
 - (iv.) Information which has been disclosed to the public pursuant to a court order.
- 32.5. To the extent the Service Provider shares its confidential or proprietary information with Directorate of Urban Local Bodies (DULB) for effective performance of the Services, the provisions of this Clause shall apply mutatis mutandis on Directorate of Urban Local Bodies (DULB) or its nominated agencies

33. Audit, Access and Reporting

The Service Provider shall allow access to the Directorate of Urban Local Bodies (DULB) or its nominated agencies to all information which is in the possession or control of the Service Provider and which relates to the provision of the Services as set out in the Audit, Access and Reporting Schedule and which is reasonably required by the Directorate of Urban Local Bodies (DULB) to comply with the terms of the Audit, Access and Reporting Schedule set out as Schedule III of this Agreement.

34. Governing Laws and Jurisdiction

This Agreement and all matters regarding the interpretation and/or enforcement hereof, shall be governed exclusively by the laws of India. The Panchkula Civil Court alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this Agreement.

35. Miscellaneous

35.1. Personnel

- 35.1.1. The personnel assigned by System Integrator to perform the Services shall be employees or agents of System Integrator and under no circumstances shall such personnel be considered employees of Directorate of Urban Local Bodies (DULB) or its nominated agencies. The System Integrator shall have the sole responsibility for the supervision and control of the personnel deployed in the Project and for payment of such personnel's compensation, including salary, withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all obligations of an employer subject to Applicable Law.
- 35.1.2. The System Integrator shall use its best efforts to ensure that sufficient System Integrator personnel are assigned to perform the Services and that, such personnel have appropriate qualifications to perform the Services. After discussion with System Integrator, Directorate of Urban Local Bodies (DULB) or its nominated agencies shall have the right to require the removal or replacement of any System Integrator personnel performing work under this Agreement based on bonafide reasons. In the event that Directorate of Urban Local Bodies (DULB) or its nominated agencies requests that any System Integrator personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon decisions.
- 35.1.3. In the event that the Directorate of Urban Local Bodies (DULB) and System

Integrator identify any personnel of System Integrator as "Key Personnel", then the System Integrator shall not remove such personnel from the Project without the prior written consent of Directorate of Urban Local Bodies (DULB) or its nominated agencies unless such removal is the result of an unavoidable circumstance including but not limited to resignation, termination, medical leave, death etc.

- 35.1.4. Except as stated in this Clause, nothing in this Agreement or the Service Level Agreement (SLA) shall limit the ability of System Integrator to freely assign or reassign its employees; provided that System Integrator shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. Directorate of Urban Local Bodies (DULB) or its nominated agencies shall have the right to review and approve System Integrator's plan for any such knowledge transfer. System Integrator shall maintain the same or higher standards for skills and professionalism among replacement personnel as in personnel being replaced.
- 35.1.5. Each Party shall be responsible for the performance of all its obligations under this Agreement or the Service Level Agreement (SLA) as the case may be and shall be liable for the acts and omissions of its employees and agents in connection therewith.
- 35.1.6. Neither Party shall solicit for employment or knowingly hire an employee of the other Party with whom such Party has contact pursuant to project engagements under this Agreement. This restriction shall not apply to employees of either Party responding to advertisements in job fairs or news media circulated to the general public.

35.2. Sub-Contractors

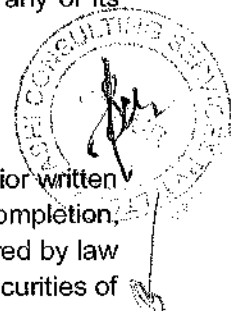
The system integrator can only sub-contract work related to manpower required for Property survey excluding core team mentioned in clause 2.4.2.1 of Volume-II of the Request for Proposal (RFP). The system Integrator shall take prior approval from client for sub-contracting, if not already specified in the proposal and approved by client. Such sub-contracting shall not relieve the system Integrator from any liability or obligation under the Contract. The system Integrator shall be solely responsible for the work carried out by subcontracting under the contract.

35.3. Assignment

- 35.3.1. All terms and provisions of this Agreement shall be binding on and shall inure to the benefit of Directorate of Urban Local Bodies (DULB) and their respective successors and permitted assigns.
- 35.3.2. The System Integrator shall not be permitted to assign its rights and obligations under this Agreement to any third party under whatsoever conditions.
- 35.3.3. The Directorate of Urban Local Bodies (DULB) may assign or novate all or any part of this Agreement and Schedules/ Annexures, and the System Integrator shall be a party to such novation, to any third party contracted to provide outsourced services to Directorate of Urban Local Bodies (DULB) or any of its nominees.

35.4. Trademarks and Publicity

- 35.4.1. Neither Party may use the trademarks of the other Party without the prior written consent of the other Party except that System Integrator may, upon completion, use the Project as a reference for credential purpose. Except as required by law or the rules and regulations of each stock exchange upon which the securities of one of the Parties is listed, neither Party shall publish or permit to be published either along or in conjunction with any other person any press release information, article, photograph, illustration or any other material of whatever kind relating to this Agreement, the Service Level Agreement (SLA) or the business of the Parties without prior reference to and approval in writing from the other Party, such approval not to be unreasonably withheld or delayed provided however that System Integrator may include Directorate of Urban Local Bodies (DULB) or its client lists for reference to third parties subject to the prior written



Director
Urban Local Bodies
Gurgaon, Panchna

consent of Directorate of Urban Local Bodies (DULB) not to be unreasonably withheld or delayed. Such approval shall apply to each specific case and relate only to that case.

35.5. Notices

35.5.1. Any notices or other document, which may be given by either Party under this Agreement, shall be given in writing in person or by pre-paid recorded delivery arrangements, post, by facsimile transmission or by email.

35.5.2. In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

In case of Directorate of Urban Local Bodies (DULB)	In case of System Integrator
Name: <i>BALKAR SINGH (IAS)</i>	Name: Sanjay Gupta
Designation: Director, Directorate of Urban Local Bodies, Haryana	Designation: Managing Director, Yashi Consulting Service Private Limited.
Address: Bays 11-14, Sector 4, Panchkula, Haryana 134112	Address: 501-510 5 th floor, Kailash Tower, Lal Kothi, Jaipur- 302015
Phone/ Fax: 0172 257 0020	Phone/ Fax: +91-9462511561
Email: dulbhry@hry.nic.in	Email: sanjaygupta.yashi@gmail.com

Either Party to this Agreement may change its address, telephone number, facsimile number and nominated contact for notification purposes by giving the other reasonable written notice of the new information and its effective date.

35.6. Amendment

No amendment, variation or other change to this Agreement or the Service Level Agreement (SLA) shall be valid unless made in writing and signed by the duly authorized representatives of the Parties to this Agreement or the Service Level Agreement (SLA).

35.7. Severability and Waiver

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

35.7.2. No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement or the Service Level Agreement (SLA) of any right, remedy or provision of this Agreement or the Service Level Agreement (SLA) shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision

35.8. Compliance with Applicable Law

Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to its business like the Service Provider as an information technology service provider) at all times comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken provided that changes in such laws, rules and regulations which result in a change to the Services shall be dealt with in accordance with the Change Control Schedule set out in Schedule II of this Agreement.


 Director
 Urban Local Bodies
 (Haryana), Pan-0172



35.9. Entire Agreement

35.9.1. This Agreement and the Service Level Agreement (SLA) with all Schedules and Annexures appended thereto, work order, Bid and the contents and specifications of the Request for Proposal (RFP) constitute the entire agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein, provided that nothing in this Clause shall be interpreted so as to exclude any liability in respect of fraudulent misrepresentation

35.9.2. This Agreement and the Annexes together constitute a complete and exclusive statement 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 such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the System Integrator arising out of the provisions of the Request for Proposal (RFP) and Corrigendum shall continue to subsist and shall be deemed to form part of this Agreement

35.9.3. This Agreement shall consist of this Contract Form and the following documents and the exhibits, drawings, specifications and other documents referred to therein (hereinafter the 'Contract Documents'), all of which by this reference are incorporated herein and made part hereof,-

- (i.) Complete Request for Proposal (RFP) Document and Corrigendum
- (ii.) The System Integrator Technical and Financial Proposal
- (iii.) The System Integrator's Letter for 'Written Statement for Conducting property tax survey for Department of ULB for all six Clusters' dated 14.08.2018
- (iv.) The Negotiation offer Letter for 'Request for Proposal (RFP) of conducting Property Tax Survey for Directorate of Urban Local Bodies Haryana' dated 10.09.2018

35.9.4. The Client's Work order dated 04.10.2018, this Agreement sets forth the entire contract and agreement between the Parties pertaining to "Selection of System Integrator for Conducting Property Tax Survey / License Survey including Issuance of Notice and Bills, with Technical handholding support in updating of property tax demand, collection, registers etc. for different Municipal Corporations / Councils / Committees of Gurugram Cluster for the next four (4) years after completion of survey work" and supersedes any and all earlier verbal or written agreements. This Agreement shall prevail over all other Contract Documents. In the event of any discrepancy or inconsistency within the contract documents, then the documents shall prevail in the order listed above.

35.10. No claim certificate

Neither Party shall be entitled to make any claim, whatsoever against the other Party, under or by virtue of or arising out of, this Agreement, if made by the other Party after it has signed a "No claim" certificate in favour of the other Party in such forms as shall be required by such Party after the works are finally accepted

35.11. Conflict of Interest

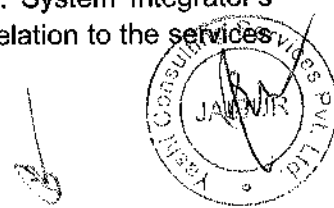
The System Integrator shall disclose to the Directorate of Urban Local Bodies (DULB) in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the System Integrator or the System Integrator 's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

35.12. Place of Service

The System Integrator shall provide Services from Panchkula, Haryana. System Integrator's representatives may have to travel outside Panchkula, within Haryana in relation to the services to be performed under this Agreement

36. Settlement of Dispute

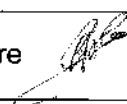
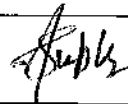
36.1. Amicable settlement


Director
Urban Local Bodies
Haryana, Panchkula

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within sixty (60) days from the date of receipt of written notice, the matter shall be referred for Arbitration.

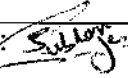
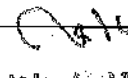
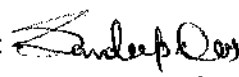

36.2. Arbitration

The arbitral proceedings shall be referred to the arbitral tribunal comprising of three arbitrators in accordance to the Arbitration and Conciliation Act, 1996 or as amended on the date of the references. Each Party shall nominate one arbitrator and arbitrators so nominated shall nominate the third arbitrator. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted in Panchkula. The Panchkula Civil Court shall have the exclusive jurisdiction to try and adjudicate the dispute arising out of this agreement. No other Court can entertain the dispute arising out of this agreement.

SIGNED, SEALED AND DELIVERED for and on behalf of Governor, Haryana acting through Director, Directorate of Urban Local Bodies, Haryana	SIGNED, SEALED AND DELIVERED For and on behalf of System Integrator:
Signature 	Signature 
Name DR. RAJESH SINGH <i>Director Urban Local Bodies Haryana, Panchkula</i>	Name SANJAY GUPTA
Address Boys II-14, Sector-4, Panchkula.	Address 501-510, KAILASH TOWER
Contact Details 011-2510020	Contact Details 9462511561

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

In the presence of following witnesses:

<p>1. Signature: </p> <p>Name: SUBHASH JAIN</p> <p>Designation: PROJECT MANAGER</p> <p>Address: 93, SECTOR 4, PANCHKULA</p>	<p>1. Signature: </p> <p>Superintending Engineer (IT) Urban Local Bodies, Haryana, Panchkula</p> <p>Name: ASHOK KATIAG</p> <p>Designation: Superintending Engineer,</p> <p>Address: Directorate of Urban Local Bodies, Haryana, Panchkula, Boys II-14, Sector-4, Panchkula.</p>
<p>2. Signature: </p> <p>Name: SANDEEP DAS</p> <p>Designation: COMPUTER OPERATOR</p> <p>Address: 501-510, KAILASH TOWER</p>	<p>2. Signature: </p> <p>Name: Director</p> <p>Designation: Urban Local Bodies Haryana, Panchkula</p> <p>Address: Urban Local Bodies Haryana, Panchkula</p>



37. Schedule - I: Project Cost and Payment terms**37.1. Total Cost of the Project**

The tentative cost of the project payable to System Integrator by Directorate of Urban Local Bodies (DULB) under this Project is Indian Rupees (INR) 2133.79 Lacs (Including Goods and Services Tax (GST)).

37.2. The payments terms shall be in accordance with the payment terms mentioned Request for Proposal (RFP) Volume-I payment milestone.

37.3. The amount of consideration payable under this Contract shall become due immediately on completion of the milestones as specified in this Agreement. There shall be no adjustment or deduction to the consideration payable under this contract, on account of non – usage of the Software or Services by Directorate of Urban Local Bodies (DULB) or any of Urban Local body (ULB) under this project

37.4. Rates

Payment shall be made as per the payment schedule mentioned in the Request for Proposal (RFP) and Corrigendum(s) and as per the commercial bids and final negotiated rates submitted which is as under:

Commercial – A and B

Sr. No	Phase	Rate UOM	Rate Per Property (Amount in Rs.)	Rate Per Property (In Words in Rs.)
1	Phase 1 (P1): Geo-enabled Land and building asset property Survey, data management, assessment and data integration into the web system including Issuance of Notice and Bills, with Technical handholding support in updation of property tax demand collection registers etc. complete in all respect as per scope of work	Per Asset	190/-	Rs. One Hundred Ninety Only
2	Phase 1 (P1): Integration of survey Data with Base map (on availability from the department during contract period)	Lump sum	62,40,000/-	Rs. Sixty-Two Lakhs Forty Thousand Only
3	Phase 2 (P2): Operation and Maintenance for Supplementary Properties - Year 1: Property Rate	Per Asset	190/-	Rs. One Hundred Ninety Only
4	Phase 2 (P2): Operation and Maintenance for Supplementary Properties - Year 2: Property Rate	Per Asset	195/-	Rs. One Hundred Ninety-Five Only
5	Phase 2 (P2): Operation and Maintenance for Supplementary Properties - Year 3: Property Rate	Per Asset	200/-	Rs. Two Hundred Only
6	Phase 2 (P2): Operation and Maintenance for Supplementary Properties - Year 4: Property Rate/	Per Asset	205/-	Rs. Two Hundred Five Only
7	Phase 2 (P2): Operation and Maintenance for Integration of survey Data of supplementary properties with Base map - Year 1	Per Asset	55/-	Rs. Fifty-Five Only

8	Phase 2 (P2): Operation and Maintenance for Integration of survey Data of supplementary properties with Base map - Year 2	Per Asset	55/-	Rs. Fifty-Five Only
9	Phase 2 (P2): Operation and Maintenance for Integration of survey Data of supplementary properties with Base map - Year 3	Per Asset	55/-	Rs. Fifty-Five Only
10	Phase 2 (P2): Operation and Maintenance for Integration of survey Data of supplementary properties with Base map - Year 4	Per Asset	55/-	Rs. Fifty-Five Only
11	Phase 2 (P2): Operation and Maintenance Including Issuance of Notice and Bills, with Technical handholding support in updation of property tax demand collection registers etc. complete in all respect for all the properties inclusive of supplementary properties - Year 1	Per Asset	28/-	Rs. Twenty Eight Only
12	Phase 2 (P2): Operation and Maintenance Including Issuance of Notice and Bills, with Technical handholding support in updation of property tax demand collection registers etc. complete in all respect for all the properties inclusive of supplementary properties - Year 2	Per Asset	28/-	Rs. Twenty Eight Only
13	Phase 2 (P2): Operation and Maintenance Including Issuance of Notice and Bills, with Technical handholding support in updation of property tax demand collection registers etc. complete in all respect for all the properties inclusive of supplementary properties - Year 3	Per Asset	28/-	Rs. Twenty Eight Only
14	Phase 2 (P2): Operation and Maintenance Including Issuance of Notice and Bills, with Technical handholding support in updation of property tax demand collection registers etc. complete in all respect for all the properties inclusive of supplementary properties - Year 4	Per Asset	28/-	Rs. Twenty Eight Only

*All above Figures are exclusive of Taxes (Goods and Services Tax (GST))
Tentative cost of the Project: Rs.2133.79 Lacs (Including Goods and Services Tax (GST))



37.5. Payment Schedule

S. No.	Deliverable	Payment
1	Bill of Quantity 1.1: Geo-enabled Land and building asset property Survey, data management, assessment and data integration into the web system including Issuance of Notice and Bills, with Technical handholding support in updation of property tax demand collection registers etc. complete in all respect as per scope of work	

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	a) Complete survey of 100% properties as per scope of work	40% of total work order amount of Bill of Quantity 1.1
	b) Complete validation of the surveyed properties as per the scope of work	20% of total work order amount of Bill of Quantity 1.1
	c) Complete issuance of TS1 Register and distribution of notices, bills as per scope of work	40% of total work order amount of Bill of Quantity 1.1
2	Bill of Quantity 1.2: Integration of survey Data with Base map (on availability from the department during contract period)	
	a) Integration	75% of total work order amount of Bill of Quantity 1.2 *
	b) Validation of Integrated Data by the Purchaser	25% of total work order amount of Bill of Quantity 1.2 *
3	Bill of Quantity 2	
	a) Bill of Quantity 2.1: Operation and Maintenance for Supplementary Properties (Year-wise for four (4) years)	Equal Quarterly payment for four (4) years
	b) Bill of Quantity 2.2 – Operation and Maintenance (Integration of Survey data of Supplementary Properties) (Year-wise for four (4) years)	Equal Quarterly payment for four (4) years *
	c) Bill of Quantity 2.3: Operation and Maintenance Including Issuance of Notice and Bills, with Technical handholding support in updation of property tax demand collection registers etc. complete in all respect for all the properties inclusive of supplementary properties (Year-wise for four (4) years)	Equal Quarterly payment for four (4) years

*The payment for the Integration of survey Data with Base map shall depend on map availability by the department during contract period or else payment for the same shall be removed from the payable total of the BOQ 1 and BOQ 2.

37.6. Process of Release of Payment

37.6.1. On completion of a payment milestone or quarter, as the case may be, System Integrator shall inform the Project Monitoring committee about completion of a payment milestone and submit the respective invoice to Directorate of Urban Local Bodies (DULB)

37.6.2. On receipt of such intimation mentioning completion of a payment milestone by System Integrator, the Project Monitoring committee shall verify the claim made by System Integrator and issue the necessary sign-off / completion certificate to System Integrator within 15 days from System Integrator's such intimation. The approval given by project Monitoring committee members shall be considered as sign-off issued for respective milestone.

37.6.3. It is very important that System Integrator deliver the project as per the scope mentioned in this agreement. Hence System Integrator shall prepare the checklist mentioning achievement of a particular milestone as per the scope of work mentioned in this agreement and the same shall be made available to the Project Monitoring committee by System Integrator.

37.6.4. In case, the Project Monitoring committee find deliverable not completed by System Integrator as per the agreed scope of work within fifteen (15) days, then the project Monitoring committee shall inform System Integrator the non-completion part of such delivery and shall mention the one single and complete list of compliance to be achieved by System Integrator which shall be based on the checklist prepared by System

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Integrator.

37.6.5. System Integrator shall then complete the milestone based on this list of compliance given by the project Monitoring committee only, without re-visiting checklist parameters that complied earlier and then System Integrator shall intimate The Project Monitoring Committee the compliances of the same in writing, then the process of completion of milestone within seven (07) days by the project Monitoring committee shall become applicable as mentioned above.

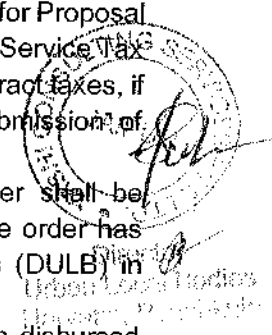
37.6.6. The Project Monitoring committee shall then either issue the requisite sign-off (Attached as Schedule VII at Annexure- III of this document) / completion certificate or inform System Integrator the list of compliance to be achieved within (07) days from the date of System Integrator's intimation.

37.6.7. Based on this sign-off certificate, Directorate of Urban Local Bodies (DULB) shall release the payment to System Integrator within forty-five (45) days from the date of sign-off certificate in a centralized manner

37.7. Financial Matter

37.7.1. Terms of Payment and Service Credits and Debits

- (i.) In consideration of the Services and subject to the provisions of this Agreement and of the Service Level Agreement (SLA), Directorate of Urban Local Bodies (DULB) shall pay the Service Provider for the Services rendered in pursuance of this Agreement, in accordance with the Terms of Payment Schedule set out in Volume-I of the Request for Proposal (RFP) and subsequent Corrigendum subject always to the fulfilment by the System Integrator of the obligations herein.
- (ii.) All payments are subject to deductions of applicable liquidated damages as provided for in the Service Level Agreement (SLA) section of the Request for Proposal (RFP). For the avoidance of doubt, it is expressly clarified that Directorate of Urban Local Bodies (DULB) shall calculate a financial sum as a result of the failure of the Service Provider to meet the Timelines and/or Service Level Requirements if any, and debit the same against the terms of payment as set out in Payment Schedule in Volume-I of the Request for Proposal (RFP) and subsequent Corrigendum.
- (iii.) Save and except as otherwise provided for herein or as agreed between the Parties in writing, Directorate of Urban Local Bodies (DULB) shall not be required to make any payments in respect of the Services (or without limitation to the foregoing, in respect of the Service Provider performance of any obligations under this Agreement or the Service Level Agreement (SLA) other than those covered in Payment Schedule in Volume-I of the Request for Proposal (RFP) and subsequent Corrigendum.
- (iv.) All payments agreed to be made by Directorate of Urban Local Bodies (DULB) to the Service Provider in accordance with the Project shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable including costs of maintenance, if any and Directorate of Urban Local Bodies (DULB) shall not be liable to pay any such levies/other charges under or in relation to this Agreement and/or the Services.
- (v.) Payment shall be paid at the times and in the manner set out in the Payment schedule as specified under to Clause 6 of the Volume-I of the Request for Proposal (RFP) and respective corrigendum, against value of contract. However, Service Tax shall be reimbursed against submission of payment proofs. Works contract taxes, if any applicable, shall be reimbursed against actual and against submission of payment proofs.
- (vi.) No invoice for extra work/change order on account of change order shall be submitted by the Service Provider unless the said extra work /change order has been authorized/approved by the Directorate of Urban Local Bodies (DULB) in writing in accordance with Clause on Change order.
- (vii.) In the event of Client noticing at any time that any amount has been disbursed wrongly to the System Integrator or any other amount is due from the System Integrator to the Client, the Client may without prejudice to its rights recover such amounts by other means after notifying the System Integrator or deduct such amount from any payment falling due to the System Integrator. The details of such recovery, if any, shall be intimated to the System Integrator. The System Integrator



shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of the Client or the System Integrator

37.8. Invoicing and Settlement

Subject to the specific terms of the Service Level Agreement (SLA), the Service Provider shall submit its invoices in accordance with the following principles:

- (i.) Directorate of Urban Local Bodies (DULB) shall be invoiced by the Service Provider for the Services. Generally, and unless otherwise agreed in writing between the Parties or expressly set out in the Service Level Agreement (SLA), the System Integrator shall raise an invoice as per Payment Schedule in Volume-I of the Request for Proposal (RFP) and respective corrigendum.
- (ii.) Any invoice presented in accordance with this Clause shall be in a form agreed with Directorate of Urban Local Bodies (DULB).
- (iii.) System Integrator shall be solely responsible to make payment to personnel, third parties, etc.
- (iv.) Payment shall be made within forty-five (45) working days of the receipt of invoice along with supporting documents by Directorate of Urban Local Bodies (DULB) subject to penalties. The penalties are imposed on the vendor as per the Service Level Agreement (SLA) criteria specified in the Request for Proposal (RFP). Directorate of Urban Local Bodies (DULB) shall not be liable for any additional payment as late charges/ delay charges/ penalty charges etc. for any delayed payments under any conditions whatsoever.
- (v.) Client shall be entitled to delay or withhold payment of any invoice or part of it delivered by the System Integrator where Client disputes/ withholds such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. The disputed /withheld amount shall be settled in accordance with the escalation procedure. Any exercise by Client under this Clause shall not entitle the System Integrator to delay or withhold provision of the Services.

37.9. Professional Fee

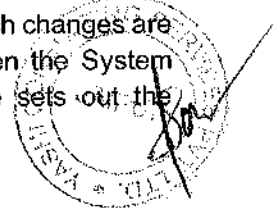
All expenses incurred by or on behalf of each Party to this Agreement and the Service Level Agreement (SLA), including all fees of agents, legal advisors, accountants and actuaries employed by either of the Parties in connection with the negotiation, preparation and execution of this Agreement or the Service Level Agreement (SLA) shall be borne solely by the Party which incurred them.

38. Schedule - II: Change Management Process

This Schedule describes the procedure to be followed in the event of any proposed change to the Master Service Agreement ("MSA"), Project Implementation Phase, Service Level Agreement (SLAs), Scope of Work and Functional Requirement Specifications. Such change shall include, but shall not be limited to, changes in the scope of services provided by the System Integrator and changes to the terms of payment as stated in the Terms of Payment Schedule. The Directorate of Urban Local Bodies (DULB) and System Integrator recognize that occasional and reasonable change is an inevitable part of delivering services and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without a material effect on the cost. The System Integrator shall endeavour, wherever reasonably practical, to effect change without an increase in the terms of payment as stated in the Terms of Payment schedule. Directorate of Urban Local Bodies (DULB) or its nominated agencies shall work together to ensure that such changes are discussed and managed in a constructive manner. However, in case such changes are of a nature that the System Integrator has to bear significant additional costs, then the System Integrator shall be compensated for such costs. This Change Control Schedule sets out the provisions which shall apply to all the changes to this Agreement.

38.1. Change Orders/Alterations/Variations

- 38.1.1.** The System Integrator agrees that the requirements/ quantities/ licenses/ specifications and Service requirements given in the Request for Proposal (RFP) documents are minimum requirements and are in no way exhaustive and guaranteed by the Directorate of Urban Local Bodies (DULB).



Director
Urban Local Bodies
Haryana, Panchkula

- 38.1.2.** The Directorate of Urban Local Bodies (DULB) may at any time, by a written change order given to the System Integrator, make changes within the general scope of the Contract.
- 38.1.3.** The written advice to any change shall be issued by the Directorate of Urban Local Bodies (DULB) to the System Integrator up to 4 (four) weeks prior to the due date of commencement of services.
- 38.1.4.** In case of increase in Quantities/ Licenses / Specifications or Service requirements or in case of additional requirement, the System Integrator agrees to carry out / provision for such additional requirement at the rate and terms and conditions as provided in this Agreement. In case of decrease in Quantities or Specifications of goods/ equipment or Service requirements, the System Integrator shall give a reduction in price at the rate given in this Agreement corresponding to the said decrease
- 38.1.5.** In case applicable rates for the increase/decrease in question are not available in this Agreement then the rates as may be mutually agreed shall apply. The System Integrator shall not be entitled to any claim by way of change of price, damages, losses, etc.

38.2. Conditions for Change Order

38.2.1. The change order shall be initiated only in case

- a. The Directorate of Urban Local Bodies (DULB) directs, in writing, the System Integrator to incorporate changes to the deliverables or design requirements already covered in this Agreement.
- b. The Directorate of Urban Local Bodies (DULB) directs, in writing, the System Integrator to include any addition to the scope of work or services covered under this Agreement or delete any part thereof,
- c. System Integrator requests to delete any part of the work which shall not adversely affect the operational capabilities and functioning of the system and if the deletions proposed are agreed to by the Directorate of Urban Local Bodies (DULB) and for which cost and time benefits shall be passed on to the Directorate of Urban Local Bodies (DULB).

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

38.2.3. If there is a difference of opinion between the System Integrator and Directorate of Urban Local Bodies (DULB)'s Representative on whether a particular item, work or part of the work constitutes a change order or not, the matter shall be handled in accordance with the procedures set forth in the section 38.3.

38.3. Procedures for Change Order

38.3.1. Upon receiving any revised requirement/ advice, in writing, from the Directorate of Urban Local Bodies (DULB), the System Integrator would verbally discuss the matter with DULB's Representative.

38.3.2. In case such requirement arises from the side of the System Integrator, he would also verbally discuss the matter with Directorate of Urban Local Bodies (DULB)'s Representative giving reasons thereof.

In either of the cases as explained in Clauses above, the representatives of both the parties shall discuss on the revised requirement for better understanding and to mutually decide whether such requirement constitutes a change order or not. Such representation shall also be discussed and validated by Project Monitoring Committee (PMC).

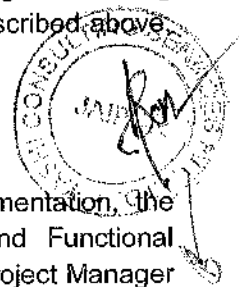
38.3.3. If it is mutually agreed that such Requirement constitutes a "Change Order" then a joint memorandum shall be prepared and signed by the System Integrator and Directorate of Urban Local Bodies (DULB) to confirm a "Change Order" and basic ideas of necessary agreed arrangement.

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Urban Local Bodies

- 38.3.4. System Integrator shall study the revised requirement in accordance with the joint memorandum and assess subsequent schedule and cost effect, if any.
- 38.3.5. Upon completion of the study referred to above, the results of this study along with all relevant details including the estimated time and cost effect thereof with supporting documents would be submitted to the Directorate of Urban Local Bodies (DULB) to enable the Directorate of Urban Local Bodies (DULB) to give a final decision. Such decision shall be provided with due approval of the steering committee whether System Integrator should proceed with the change order or not in the best interest of the works.
- 38.3.6. The estimated cost and time impact indicated by System Integrator shall be considered as a ceiling limit and shall be provisionally considered for taking a decision to implement change order. The costs can be further negotiated by Directorate of Urban Local Bodies (DULB).
- 38.3.7. A Change Control Note (CCN) would be required to be prepared.
- 38.3.8. The time impact applicable to the Contract shall be mutually agreed, subsequently, on the basis of the detailed calculations supported with all relevant back up documents.
- 38.3.9. In case System Integrator fails to submit all necessary substantiation/ calculations and back up documents, the decision of the Directorate of Urban Local Bodies (DULB) regarding time and cost impact shall be final and binding on the System Integrator.
- 38.3.10. If Directorate of Urban Local Bodies (DULB) accepts the implementation of the change order in writing, which would be considered as change order, then System Integrator shall commence to proceed with the enforcement of the change order pending final agreement between the parties with regard to adjustment of the Contract Value and the schedule.
- 38.3.11. In case, mutual agreement, i.e. whether new requirement constitutes the change order or not, is not reached, then System Integrator in the interest of the works, shall take up the enforcement of the change order, if advised in writing to do so by Directorate of Urban Local Bodies (DULB)'s Representative pending settlement between the two parties to the effect whether such requirement constitutes a change order or not as per the terms and conditions of Contract documents. The time and cost effects in such a case shall be mutually verified and recorded. Should it establish that the said work constitutes a change order, the same shall be compensated taking into account the records kept in accordance with the Contract.
- 38.3.12. The System Integrator shall submit necessary back up documents for the change order showing the break- up of the various elements constituting the change order for the Directorate of Urban Local Bodies (DULB)'s review. If no agreement is reached between the DULB and System Integrator within sixty (60) days after Directorate of Urban Local Bodies (DULB)'s instruction in writing to carry out the change concerning the increase or decrease in the Contract Value and all other matters described above either party may refer the dispute to arbitration.

38.4. Change Control Note ("CCN")

- 38.4.1. Change requests in respect of the Agreement, the Project Implementation, the operation, the Service Level Agreement (SLA), Scope of work and Functional Requirement specifications shall emanate from the Parties' respective Project Manager who shall be responsible for obtaining approval for the change and who shall act as its sponsor throughout the Change Control Process and shall complete Change Control Note (CCN) as attached in Volume-I of Request for Proposal (RFP). Change Control Note (CCN)s shall be presented to the other Party's Project Manager who shall acknowledge receipt by signature of the Change Control Note (CCN).



38.4.2. The System Integrator and the Directorate of Urban Local Bodies (DULB) or its nominated agencies, during the Project Implementation Phase and the Directorate of Urban Local Bodies (DULB) or its nominated agencies during the Operations and Management Phase and while preparing the Change Control Note (CCN), shall consider the change in the context of the following parameter, namely whether the change is beyond the scope of Services including ancillary and concomitant services required and as detailed in the Request for Proposal (RFP) and is suggested and applicable only after the testing, commissioning and certification of the Pilot Phase and the Project Implementation Phase as set out in this Agreement.

38.4.3. It is hereby also clarified here that any change of control suggested beyond 25 % of the value of this Project shall be beyond the scope of the change control process and shall be considered as the subject matter for a separate bid process and a separate contract. It is hereby clarified that the 25% of the value of the Project as stated in herein above is calculated on the basis of bid value submitted by the System Integrator and accepted by the Directorate of Urban Local Bodies (DULB) or its nominated agencies or as decided and approved by Directorate of Urban Local Bodies (DULB) or its Nominated Agencies. For arriving at the cost / rate for change up to 25% of the project value, the payment terms specified in the Volume-I shall apply.

38.5. Conditions for revised work / change order

The provisions of the Contract shall apply to revised work / change order as if the revised work / Change order has been included in the original Scope of work. However, the Contract Value shall increase / decrease and the schedule shall be adjusted on account of the revised work / Change orders as may be mutually agreed in terms of provisions set forth in Clause 38 of this section. The System Integrator's obligations with respect to such revised work / change order shall remain in accordance with the Contract.

38.6. Proposed Categories of Change

The change categories shall be as per clause no. 3.3 of Volume-II of the Request for Proposal (RFP).

38.7. Quotation

38.7.1. The System Integrator shall provide as part of Change Control Note (CCN) a minimum:

- a description of the change
- a list of deliverables required for implementing the change;
- a time table for implementation;
- an estimate of any proposed change
- any relevant acceptance criteria
- an assessment of the value of the proposed change;
- material evidence to prove that the proposed change is not already covered within this Agreement and the scope of work.

38.7.2. Prior to submission of the completed Change Control Note (CCN) to Directorate of Urban Local Bodies (DULB), or its nominated agencies, the System Integrator shall undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the System Integrator shall consider the materiality of the proposed change in the context of the Agreement and the Project Implementation affected by the change and the total effect that may arise from implementation of the change.

38.8. Obligations

The System Integrator shall be obliged to implement any proposed changes once approval in accordance with above provisions has been given, with effect from the date agreed for implementation and within an agreed timeframe. System Integrator shall not be obligated to work on a change until the parties agree in writing upon its scope, price and/or schedule impact.

39. Schedule – III: Audit, Access and Reporting

39.1. Purpose

This Schedule details the audit, access and reporting rights and obligations of the Directorate of Urban Local Bodies (DULB) or its nominated agency and the System Integrator.

39.2. Audit Notice and Timing

a) As soon as reasonably practicable after the Effective Date of signing of this Agreement, the Parties shall use their best endeavours to agree to a timetable for routine audits during the Project Implementation Phase and the Operation and Maintenance Phase. Such timetable during the Implementation Phase, Directorate of Urban Local Bodies (DULB) or its nominated agency and thereafter during the operation Phase, Directorate of Urban Local Bodies (DULB) or its nominated agency shall conduct routine audits in accordance with such agreed timetable and shall not be required to give the System Integrator any further notice of carrying out such audits.

b) The Directorate of Urban Local Bodies (DULB) or its nominated agency may conduct non-timetabled audits at his/ her own discretion if it reasonably believes that such non-timetabled audits are necessary as a result of an act of fraud by the System Integrator, a security violation, or breach of confidentiality obligations by the System Integrator, provided that the requirement for such an audit is notified in writing to the System Integrator a reasonable period time prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail the reasons for the requirement and the alleged facts on which the requirement is based. If the System Integrator considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure as set out in the Governance Schedule.

c) The frequency of audits shall be a (maximum) half yearly, provided always that the Directorate of Urban Local Bodies (DULB) or its nominated agency shall endeavour to conduct such audits with the lowest levels of inconvenience and disturbance practicable being caused to the System Integrator. Any such audit shall be conducted by with adequate notice of 2 weeks to the System Integrator.

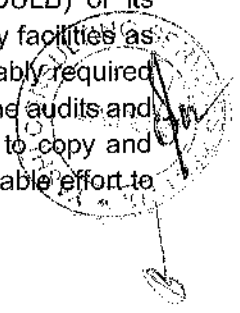
d) Directorate of Urban Local Bodies (DULB) shall ensure that any 3rd party agencies (except Comptroller and Auditor General (CAG)) appointed to conduct the audit shall not be the competitor of System Integrator and shall be bound by confidentiality obligations.

39.3. Access

The System Integrator shall provide to the Directorate of Urban Local Bodies (DULB) or its nominated agency reasonable access to employees, suppliers, agents and third-party facilities as detailed in the Request for Proposal (RFP), documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections. The Steering Committee/ Project Management unit shall have the right to copy and retain copies of any relevant records. The System Integrator shall make every reasonable effort to co-operate with them.

39.4. Audit Rights

The Directorate of Urban Local Bodies (DULB) or its nominated agency shall have the right to audit and inspect suppliers, agents and third-party facilities (as detailed in the Request for Proposal (RFP)), data centres, documents, records, procedures and systems relating to the provision of the



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Urban Local Bodies
Chennai, Tamil Nadu

services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:

- a) The security, integrity and availability of all data processed, held or conveyed by the Partner on behalf of Directorate of Urban Local Bodies (DULB) and documentation related thereto;
- b) That the actual level of performance of the services is the same as specified in the Service Level Agreement (SLA).
- c) That the System Integrator has complied with the relevant technical standards, and has adequate internal controls in place; and
- d) The compliance of the System Integrator with any other obligation under the Agreement and Service Level Agreement (SLA).
- e) Security audit and implementation audit of the system shall be done once each year, the cost of which shall be borne by the System Integrator.
- f) For the avoidance of doubt the audit rights under this Schedule shall not include access to the System Integrator's profit margins or overheads, any confidential information relating to the SI' employees, or minutes of its internal Board or Board committee meetings including internal audit, or such other information of commercial-in-confidence nature which are not relevant to the Services associated with any obligation under the Agreement.

39.5. Action and Review

- a) Any change or amendment to the systems and procedures of the System Integrator, where applicable arising from the audit report shall be agreed within thirty (30) calendar days from the submission of the said report.
- b) Any discrepancies identified by any audit pursuant to this Schedule shall be immediately notified to the Directorate of Urban Local Bodies (DULB) or its nominated agency and the System Integrator Project Manager who shall determine what action should be taken in respect of such discrepancies in accordance with the terms of the Agreement.
- c) **REPORTING:** The System Integrator shall provide quarterly reports to the Project Management Unit (PMU) or Steering Committee regarding any specific aspects of the Project and in context of the audit and access information as required by the Directorate of Urban Local Bodies (DULB) or its nominated agency.

39.6. Records and Information

For the purposes of audit in accordance with this Schedule, the System Integrator shall maintain true and accurate records in connection with the provision of the services and the System integrator shall handover all the relevant records and documents upon the termination or expiry of the Agreement.



Director
Urban Local Bodies
Haryana, Panichaula

40. Schedule IV: Governance Schedule

40.1. Purpose

The purpose of this Schedule is to:

- a) Establish and maintain the formal and informal processes for managing the relationship between the Directorate of Urban Local Bodies (DULB) and the System Integrator (including the outputs from other Schedules to this Agreement;
- b) define the principles that both Parties wish to follow to ensure the delivery of the Services
- c) Ensure the continued alignment of the interests of the Parties;
- d) Ensure that the relationship is maintained at the correct level within each Party;
- e) Create the flexibility to revise and maintain the relationship and this Agreement during the Term;


Set out the procedure for escalating disagreements; amenable contract administration and performance management.

40.2. Governance Structure

40.2.1. Project Monitoring Committee (PMC)

- (i.) The Parties shall, in addition to the purposes mentioned in the Clause 3.3, form a committee to be called as the project Monitoring committee for the purpose of day to day decision making and representation to complete the Project within fifteen (15) days of contract signing
- (ii.) The above referred project Monitoring committee shall hold project review meetings chaired by Director of Directorate of Urban Local Bodies (DULB). The Monitoring committee shall comprise of following members, and would meet formally on a fortnightly / monthly / quarterly, as required, basis at a time and location to be agreed between them.
- (iii.) Roles and Responsibilities of Project Monitoring Committee shall be as follows:
 - 1) Review and Validate System Integrator milestone / deliverables signoff report and provide recommendation in consultation with Directorate of Urban Local Bodies (DULB) /, with a copy to steering committee
 - 2) Resolve and provide directions on the operational matters
 - 3) Monitor the project work schedule / plan as per the format provided in the Annexure VII to be submitted by System Integrator on a regular basis to ensure its implementation as agreed between System Integrator and Directorate of Urban Local Bodies (DULB). Ensure progress on training and capacity building activities to Urban Local Bodies (ULB), and concerned stakeholders as per the agreed scheduled
 - 4) Conducting regular meetings with key project stake holders for issue resolution
 - 5) Coordination between different stake holders as per the guidance of steering committee
 - 6) Any other issues to be discussed pertaining to the project
 - 7) To issue acceptance / Sign – off certificate to System Integrator as per their request during the Project period. The approval given by Project Monitoring Committee (PMC) shall be treated as sign-off issued by the Client for the respective milestone to System Integrator during the Project period
 - 8) To approve the release of payment to System Integrator during the Project period

The Project Monitoring Committee (PMC) shall comprise of the following members

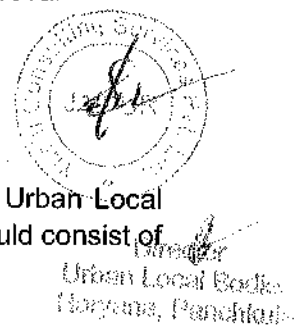

Director
Urban Local Bodies
Neryana, Panchkula

Composition	
Director, Directorate of Urban Local Bodies (DULB)	Chairman
Project Director – Directorate of Urban Local Bodies (DULB)	Member Secretary
Chief officer of one municipal council from each category (A,B, and C)	Member
Commissioner / Dy. Commissioner of one Municipal corporation	Member
Representatives of Urban Development Department.	Member
Project Manager – System Integrator	Member
Project Manager, Project Management Unit (PMU)	Member
Other invitees, as per approval of Chairman	Member

- a) The relationship under this Agreement shall be managed by the Project Managers appointed by each Party, who shall provide the interface between the executive management of the respective Parties.
- b) Within seven (7) days following the Effective Date, Directorate of Urban Local Bodies (DULB) or its nominated agencies and the System Integrator shall each appoint a Project Manager. In the event that either Party wishes to substitute its Project Manager it shall do so in manner in which the original appointment is made and notify the other Party of such substitution as soon as reasonably practicable but at the latest within seven (7) days of the substitution.
- c) The Project Managers shall have responsibility for maintaining the interface and communication between the Parties.
- d) In the event that there is any material factor which affects the delivery of Services or the terms of payment as stated in the Terms of Payment Schedule, the Parties agree to discuss with the Project Monitoring Committee (PMC), any appropriate amendment to this Agreement or any Service Level Agreement (SLA)s or Statement of Works (including any variation to the terms of payment as stated in the Terms of Payment Schedule). Any variation so agreed shall be implemented through the change control procedure as set out in the Change Control Schedule, and should be put up to steering committee for approval

40.2.2. Steering Committee

A Steering Committee under the chairmanship of Hon'ble Chairman, Directorate of Urban Local Bodies (DULB) shall be formed and shall govern the project till the Completion and would consist of following members:



Director
Urban Local Bodies
Hyderabad, Pondicherry

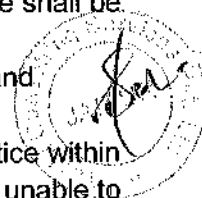
Serial. Number.	Designation	Position
1.	Director General	Chairman
2.	Joint Director	Member secretary
3.	Superintending Engineer- IT	Member
4.	Finance Representative	Member
5.	Superintendent, Establishment	Member
6.	Any other representative as desired by the Chair	Member
7	Project Consultant	Member

The Steering committee members shall meet at least once a month or as required based on the time and location agreed between them. These meetings shall cover as a minimum agenda:

- 1) Hold the kick-off meeting on the project with all stakeholders within seven (7) days of contract sign-off
- 2) Provide overall leadership, vision, and direction for the implementation of the project
- 3) Overall planning, co-ordination, monitoring and progress review of the project
- 4) Overall strategic control and take decision on regulatory matters and provide guidance for successful execution of the project
- 5) Approval of the detailed project work plan (including Gant chart representation) initially, as well as approvals to any subsequent changes necessary to be made in the plan. Post Steering Committee's approvals, the plan's adherence monitoring shall be the responsibility of the Project Monitoring Committee (PMC).
- 6) Creating a supporting environment for the success of the project
- 7) Consideration of matters arising out of the change control note and approval of the same
- 8) Resolution of disputes if any between System Integrator and Project Monitoring Committee (PMC)
- 9) Review of budgetary requirements and financial monitoring of the allocated funds

40.3. Governance Procedures

- a) The System Integrator shall document the agreed structures in a procedures manual.
- b) The agenda for each meeting of the Project Monitoring Committee (PMC) shall be set to reflect the discussion items referred to above and extraordinary items may be added either with the agreement of the Parties or at the request of either Party. Copies of the agenda for meetings of the Project Monitoring Committee (PMC), along with relevant pre-reading material, shall be distributed at least one week in advance of the relevant meeting.
- c) All meetings and proceedings shall be documented such documents to be distributed to the Parties and copies shall be kept as a record. All actions, responsibilities and accountabilities arising out of any meeting shall be tracked and managed.
- d) The Parties shall ensure as far as reasonably practicable that the Project Monitoring Committee (PMC) shall resolve the issues and resolve the objectives placed before them and that members representing that Party are empowered to make relevant decisions or have easy access to empowered individuals for decisions to be made to achieve this.
- e) In order formally to submit a Disputed Matter to the aforesaid for a, one Party ("Claimant") shall give a written notice ("Dispute Notice") to the other Party. The Dispute Notice shall be accompanied by
- f) A statement by the Claimant describing the Disputed Matter in reasonable detail and
- g) Documentation, if any, supporting the Claimant's position on the Disputed Matter.
- h) The other Party ("Respondent") shall have the right to respond to the Dispute Notice within seven (7) days after receipt of the Dispute Notice. In the event that the parties are unable to resolve the Disputed Matter within a further period of seven (7) days, it shall refer the Disputed Matter to next level of the dispute resolution for action.
- i) All negotiations, statements and / or documentation shall be without prejudice and confidential (unless mutually agreed otherwise).
- j) If the Disputed Matter is having a material effect on the operation of the Services (or any of them or part of them) the Parties shall use all their respective reasonable endeavours to reduce the elapsed time in reaching a resolution of the Disputed Matter.



Urban Local Bodies
Government of Karnataka

40.4. Escalation Procedure for Issue Resolution

- a) If any issue arises between the parties hereto during the subsistence of this Agreement of thereafter, in connection with the validity Interpretation implementation or alleged breach of any provision of this Agreement or the Service Level Agreement (SLA) shall in the first instance be dealt in the Project Monitoring Committee (PMC) meetings. This would be the first level of escalation.
- b) In the event that the Project Monitoring Committee (PMC) is unable to resolve the issue within fifteen (15) days of it being referred to it, then either Party may refer the dispute for resolution to the Steering Committee. This would be the second level of escalation.
- c) However, if the issue/s still remains unsolved, they would be further escalated as per the procedure listed in Dispute Resolution Clause of this agreement.



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YASHI CONSULTING SERVICES PVT. LTD.
10/10/2020

41. Schedule – V: Service Level Agreement

41.1. Purpose of the Service Level Agreement (SLA)

- a) The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the Service Levels which shall be provided by the System Integrator to Directorate of Urban Local Bodies (DULB) for the duration of this contract. The benefits of this Service Level Agreement (SLA) are to:
- Make Directorate of Urban Local Bodies (DULB) expectations from the System Integrator explicit with respect to performance and outcomes.
 - Help Directorate of Urban Local Bodies (DULB) monitor the levels of performance of the System Integrator during the duration of the contract.
 - Trigger a process that applies to Directorate of Urban Local Bodies (DULB) and System Integrator's attention to any aspect of performance when that aspect drops below an agreed upon threshold or target.
- b) The System Integrator and Directorate of Urban Local Bodies (DULB) shall maintain monthly/ Quarterly contact to monitor the performance of the services being provided by the System Integrator and effectiveness of this Service Level Agreement (SLA).
- c) During the contract period, under normal circumstances, any changes to the Service Level Agreement (SLA) shall be discouraged. However, under exceptional/ contingent circumstances, on representation made by the System Integrator, there may be changes to the Service Level Agreement (SLA). The decision of Directorate of Urban Local Bodies (DULB) in this regard shall be final and binding on the System Integrator.
- d) This Service Level Agreement (SLA) document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof, which shall be reviewed on quarterly basis before releasing payments to the System Integrator.
- e) The System Integrator shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels. The liquidated damages recoverable from the System Integrator shall be in addition to the penalty on the Service Level Agreement (SLA)s. It is expressly agreed that in case some Service Level is not achieved by the System Integrator and such non-achievement is not solely attributable to the System Integrator then no penalty shall be imposed upon on System Integrator.
- f) The System Integrator and the Directorate of Urban Local Bodies (DULB) may expressly or impliedly agree not to levy any penalty upon System Integrator for non-performance.



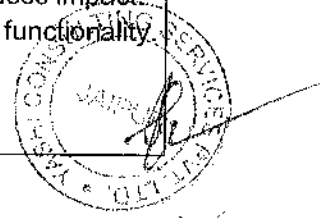
Director
Urban Local Bodies
Nayana, Panchkula

- g) The Service Level Agreement (SLA) shall be entered into concurrently with this Agreement between Directorate of Urban Local Bodies (DULB) and System Integrator.

41.2. Definitions

- a) For purposes of this Service Level Agreement (SLA), the definitions and terms as specified in the contract along with the following terms shall have the meanings set forth below:
- **"Availability"** shall mean the time for which the services and facilities offered by the System Integrator are available for conducting operations from the implemented solution.
 - **"Downtime"** is the time the services and facilities are not available to Directorate of Urban Local Bodies (DULB) and Urban Local Bodies (ULB) and excludes the scheduled outages planned in advance for the implemented solution.
 - **"Helpdesk Support"** shall mean the System Integrator's 24x7x365 centre which shall handle Fault reporting, Trouble Ticketing and related enquiries during this contract.
 - **"Incident"** refers to any event / abnormalities in the functioning of the solution / Services that may lead to disruption in normal operations.
 - **Severity for Problem Requests/Defect Fixes:** The severity of a problem request or defects fixes would be based on the business impact of the problem.
- b) Severity is defined as follows:

Severity	Definition
Critical	<u>For Live Operations:</u> Showstoppers involving major functional failure in the system / solution. There are no usable workarounds available to troubleshoot the problem. <u>For UAT:</u> Fatal Errors like General Protection Fault, system hangs and testing cannot proceed till error is fixed.
High	<u>For Live Operations:</u> Users face severe functional restrictions in the system / solution irrespective of the cause. Workarounds are time consuming. <u>For UAT:</u> Serious Program behavior inconsistent to functional requirements, or data rendered inconsistent and testing cannot proceed in that area till error is fixed.
Medium	<u>For Live Operations:</u> Moderate functional restrictions in the system / solution irrespective of the cause. Has a convenient and readily available workaround. Affects a few users. <u>For UAT:</u> Minor errors to be corrected, but testing can proceed with work around solutions.
Low	<u>For Live Operations:</u> Requiring cosmetic functional changes. Does not require any workaround. It may include user query / suggestions but has no business impact. <u>For UAT:</u> Suggestions/ Comments. Improves user-interface or functionality. General remarks not necessarily meant for improvement.

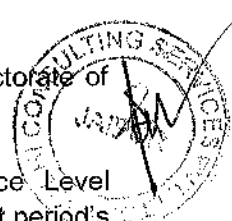


41.3. Description of Services Provided

The required scope and boundaries of solution and services provided as part of this Agreement are detailed in Volume-II – Scope of Work of this Request for Proposal (RFP) document

41.4. Breach Clause

- a) This Service Level Agreement (SLA) document provides for minimum level of system characteristics and services required as per contractual obligations based on performance indicators and measurements thereof. The System Integrator shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with performance levels.
- b) Service Level Agreement (SLA) parameters shall be monitored on a monthly/quarterly basis (or as specified below) as per the individual Service Level Agreement (SLA) parameter requirements. In case the service levels cannot be achieved at service levels defined in the tables below, it shall result in a breach of contract and shall invoke penalty.
- c) A Service Level breach shall occur if the System Integrator fails to meet Minimum Service Levels on a monthly basis (or periodicity defined) for a particular Service Level.
- d) However, penalty would be levied every quarter or as specified below. The percentage of Service Level Agreement (SLA) violation would be the average of monthly Service Level Agreement (SLA) measurements for the months in that respective quarter.
- e) Overall Availability and Performance Measurements shall be on a quarterly basis for the purpose of Service Level reporting. Month wise "Availability and Performance Report" shall be provided by the System Integrator every quarter and a review shall be conducted based on this report. Availability and performance report provided to the Directorate of Urban Local Bodies (DULB) shall contain the summary of all incidents reported and associated performance measurement for that period.
- f) Before Centralized System Operations and Maintenance Phase and during the Centralized System Implementation/ Development Phase, the maximum penalty shall be capped at 10% of the total Project Value. If the penalty during these phases exceeds 10% of the Total project value, then Directorate of Urban Local Bodies (DULB) reserves the right to terminate the contract.
- g) During Centralized System Operations and Maintenance Phase, penalty per quarter are capped at 10% of that quarter's payment.
- h) If penalty calculations exceed 10% of the quarterly payment for two consecutive quarters, then Directorate of Urban Local Bodies (DULB) can take appropriate action including termination of the contract and forfeiting of Performance Bank Guarantee.
- i) In case there are successive breaches of Service Level Agreement (SLA's) for two quarters, Directorate of Urban Local Bodies (DULB) can issue show cause notice to the System Integrator to explain their non-performance. Also Steering Committee meeting may be called wherein System Integrator needs to explain the action taken to prevent such recurrences in future. This is without prejudice to other rights of Directorate of Urban Local Bodies (DULB).
- j) The services provided by the System Integrator shall be reviewed by Directorate of Urban Local Bodies (DULB) in terms of, but not limited to, the following:
 - Check Performance of the System Integrator against this Service Level Agreement (SLA) every quarter and consider any key issues of the past period's performance statistics including major incidents
 - Discuss escalated problems, new issues and matters still outstanding for resolution
 - Increase Service Level Agreement (SLA) penalties if System Integrator is found to be defaulting on certain parameters repeatedly
 - Review of statistics related to rectification of outstanding faults and agreed changes



Director
Urban Local Bodies
Naryana, Panchkula

- Obtain suggestions for change to improve the services levels
 - Penalties shall be imposed either quarterly or on immediate next payment milestone etc.
- k) In case desired, Directorate of Urban Local Bodies (DULB) may initiate an interim review to check the performance and the obligation of the System Integrator. The Service Level Agreement (SLA) may be reviewed and revised in accordance to the procedures detailed in Schedule 2, Change Control Schedule.
- l) For the purpose of recovery of penalty imposed, the penalty amount shall be adjusted against payment made to the System Integrator by Directorate of Urban Local Bodies (DULB) for the respective quarter. In case the penalty amount exceeds the payment being made to System Integrator by Directorate of Urban Local Bodies (DULB) for that quarter, it may be adjusted against performance bank guarantee.
- m) Directorate of Urban Local Bodies (DULB) shall not make any payments for Production support requests/ tickets during the lifecycle of the project.
- n) It is expressly agreed that in case some Service Level is not achieved by the System Integrator and such non-achievement is not solely attributable to the System Integrator then no penalty shall be imposed upon on System Integrator.
- o) The System Integrator and the Directorate of Urban Local Bodies (DULB) may expressly or impliedly agree not to levy any penalty upon System Integrator for non-performance.

41.5. Service Level Agreement (SLA) Monitoring

- a) Service Level Agreement (SLA) monitoring shall be carried out by Directorate of Urban Local Bodies (DULB) based on Service Level Agreement (SLA) compliance report and Service Level Agreement (SLA) monitoring tool. Service Level Agreement (SLA) monitoring tool shall be put in place by the System Integrator which shall collate information as per defined Service Level Agreement (SLA) parameters. Reports of Service Level Agreement (SLA) compliance in the tool shall be updated as per agreed updated frequency and available for review by Directorate of Urban Local Bodies (DULB) designated authority.
- b) Every bill raised by the System Integrator needs to be accompanied with a compliance report against applicable Service Level Agreement (SLA) depending on the phase and should also include self-declaration of compliance / non-compliance by the System Integrator. Bills need to include any other documents required by Directorate of Urban Local Bodies (DULB)
- c) Service Level Agreement (SLA)s related to validation of 10% of survey land/building assets

Serial Number.	Service Level	Penalty
1.	For submitted property survey data of any property, if there is up to 5% of error identified by the Audit Agencies	No penalty imposed. The Successful Bidder(s) is required to perform re-survey of the identified properties and correct the erroneous data entries. No additional payment would be made for re-survey.
2.	For submitted property survey data of any land/ asset property, if there is up to 10 % of error identified by the Audit Agencies	2* 'X' Where X= Price Quoted by the Bidder for property survey. The bidder shall be penalized 2 times the rate quoted for the number of properties in which errors were identified by the audit agencies. The Successful Bidder(s) shall be required to perform re-survey of the identified properties and correct



Director
Urban Local Bodies,
Mayang, Panajikula

		the erroneous data entries. No additional payment would be made for re-survey.
3.	For submitted property survey data of any land/ asset property, if there is more than 10 % and upto 15% of error identified by the Audit Agencies	4* 'X' Where X= Price Quoted by the Bidder for property survey. The bidder shall be penalized 4 times the rate quoted for the number of properties in which errors were identified by the audit agencies. The Successful Bidder(s) shall be required to perform re-survey of the identified properties and correct the erroneous data entries. No additional payment would be made for re-survey.
4.	For submitted property survey data of any land/ asset property, if there is more than 15 % and upto 20% of error identified by the Audit Agencies	8 * 'X' Where X= Price Quoted by the Bidder for property survey. The bidder shall be penalized 8 times the rate quoted for the number of properties in which errors were identified by the audit agencies. The Successful Bidder(s) shall be required to perform re-survey of the identified properties and correct the erroneous data entries. No additional payment would be made for re-survey.
5.	For submitted property survey data of any land/ asset property, if there is more than 20 % of error identified by the Audit Agencies	Termination of Contract without clearing any of the pending invoices
6.	For completion of survey in the defined timelines as per the time schedule given in Request for Proposal (RFP)	In case the survey is not completed in the defined timelines as specified in the Request for Proposal (RFP) the bidder shall be charged 1% per month penalty on the balance amount to be paid for survey maximum upto 10%, beyond which the contract shall be terminated without clearing any of the pending invoices

41.5.1. Error Definitions:

In the above table error shall mean any one of the following:

- a) Errors in capturing internal measurements such as carpet area and Plot area etc. This shall be validated against the data captured by validation/audit agencies. Differences in the measurements upto 10% can be ignored. But for more than 10% it shall be considered as an error.
- b) Data Captured for all mandatory fields shall be validated by the audit agencies for all the fields other than those mentioned in (a).
- c) Discrepancies between the data captured by survey agencies and audit agencies shall be analysed and accordingly errors shall be calculated.

Maximum Penalty applicable to the bidder shall not exceed 10% of the Total Work Order value till the completion of property survey. If the total Penalty exceeds beyond 10%, it would be considered as non-conformance to the Quality of Services and may lead to termination of the Contract and Directorate of Urban Local Bodies (DULB) may on their sole discretion cancel the order and go afresh with the entire property survey exercise without clearing any of the pending payment of the bidder and forfeiting the performance bank guarantee submitted by the bidder after receiving the order.

41.6. Issue Management Procedures

41.6.1. General

- a) Issue Management process provides for an appropriate management structure towards

Director
Urban Local Bodies
Haryana, Panchkula

orderly consideration and resolution of business and operational issues in the event of a quick consensus not reached between Directorate of Urban Local Bodies (DULB) and System Integrator.

- b) Implementing such a process at the commencement of services shall significantly improve the probability of successful issue resolution. It is expected that this pre- defined process shall only be used on an exception basis if issues are not resolved at operational levels.

41.6.2. Issue Management Procedures

- a. Either Directorate of Urban Local Bodies (DULB) or System Integrator may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
- b. Directorate of Urban Local Bodies (DULB) and the System Integrator shall determine which committee or executive level should logically be involved in resolution.
- c. A meeting or conference call shall be conducted to resolve the issue in a timely manner. The documented issues shall be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
- d. The Directorate of Urban Local Bodies (DULB) and the System Integrator shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The System Integrator shall then communicate the resolution to all interested parties.
- e. In case the issue is still unresolved, the arbitration procedures described in the Contract shall be applicable.

41.7. Service Level Agreement (SLA) Change Control

41.7.1. General

1. It is acknowledged that this Service Level Agreement (SLA) may change as Directorate of Urban Local Bodies (DULB) business needs evolve over the course of the contract period. This document also defines the following management procedures:
 - A process for negotiating changes to the Service Level Agreement (SLA).
 - An issue management process for documenting and resolving difficult issues.
 - Directorate of Urban Local Bodies (DULB) and System Integrator management escalation process to be used in the event that an issue is not being resolved in a timely manner by the lowest possible level of management.
2. Any changes to the levels of service provided during the term of this Agreement shall be requested, documented and negotiated in good faith by both parties. Either party can request a change. Changes shall be documented as an addendum to this Service Level Agreement (SLA) and subsequently to the contract.
3. If there is any confusion or conflict between this document and the contract, the Request for Proposal (RFP) and its addenda, the Contract shall supersede.

41.7.2. Service Level Agreement (SLA) Change Process

1. The parties may amend this Service Level Agreement (SLA) by mutual agreement in accordance with terms of this contract.
2. Changes can be proposed by either party. The System Integrator can initiate an Service Level Agreement (SLA) review with the Directorate of Urban Local Bodies (DULB). Normally, the forum for negotiating Service Level Agreement (SLA) changes shall be Directorate of Urban Local Bodies (DULB's) monthly meetings. Unresolved issues shall be addressed using the issue management process in this document.
3. The System Integrator shall maintain and distribute current copies of the Service Level



[Handwritten signature]

Director
General Manager
11/11/2011

Agreement (SLA) document as directed by Directorate of Urban Local Bodies (DULB). Additional copies of the current Service Level Agreement (SLA) shall be made available at all times to authorized parties.

41.7.3. Version Control

All negotiated Service Level Agreement (SLA) changes shall require changing the version control number. As appropriate, minor changes may be accumulated for periodic release (e.g. every quarter) or for release when a critical threshold of change has occurred.

41.8. Responsibilities of the Parties with respect to Service Level Agreement (SLA)

41.8.1. System Integrator

1. System Integrator is responsible for executing this contract and delivering the services, while maintaining the specified performance targets.
2. Additionally the System Integrator is responsible for:
 - Reporting problems to Directorate of Urban Local Bodies (DULB) as soon as possible
 - Assisting Directorate of Urban Local Bodies (DULB) in management of the Service Level Agreement (SLA)
 - Providing early warning of any organizational, functional or technical changes that might affect System Integrator's ability to deliver the services.
 - Assisting Directorate of Urban Local Bodies (DULB) to address and resolve issues from time to time.
3. System Integrator shall take immediate action to identify problems and follow up with appropriate action to fix them as quickly as possible

41.8.2. Directorate of Urban Local Bodies (DULB)

Directorate of Urban Local Bodies (DULB) is responsible for:

1. Reporting defects and problems to the System Integrator as soon as possible
2. Assisting System Integrator in management of the Service Level Agreement (SLA)
3. Providing early warning of any organizational, functional/ technical changes that might affect System Integrator's ability to deliver services described in Service Level Agreement (SLA).
4. Assisting System Integrator to address and resolve issues from time to time

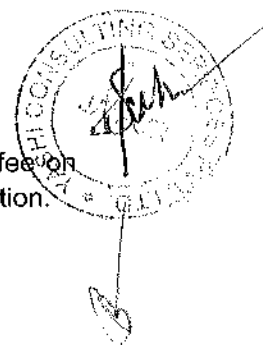
41.9. Penalties

1. The total quarterly deduction should not exceed 25% of the applicable fee.
2. Two consecutive quarterly deductions of more than 20 % of the applicable fee on account of any reasons shall be deemed to be an event of default and termination.

41.10. Management Escalation Procedures and Contact Map

The purpose of this escalation process is to provide a quick and orderly method of notifying both parties that an issue is not being successfully resolved at the lowest possible management level. Implementing this procedure would mean that Directorate of Urban Local Bodies (DULB) and System Integrator management are communicating at appropriate levels.

41.11. Escalation Procedure



Escalation should take place on an exception basis and only if successful issue resolution cannot be achieved in a reasonable time frame.

- Either Directorate of Urban Local Bodies (DULB) or System Integrator can initiate the procedure
- The “moving party” should promptly notify the other party that management escalation shall be initiated
- Management escalation shall be defined as shown in the contact map below
- Escalation shall be one level at a time and concurrently

41.12. Contact Map

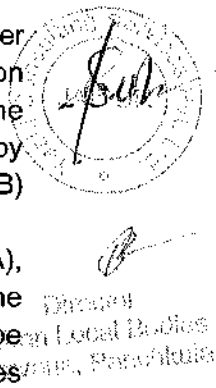
Escalation Level	Department Representative with contact Details	System Integrator Representative with contact Details
Level 1: Project Manager	Superintending Engineer- IT	Subhash Jain , Project Head , Panchkula, 8233772100
Level 2: Project Director	Director, Urban Local Bodies, Haryana	Sanjay Gupta , MD 9462511561
Level 3: Steering Committee	As on clause 40.2.2 Steering Committee	Sanjay Gupta , MD 9462511561

*** System Integrator shall provide information for the following:**

- Chief Executive Officer
- Project Manager
- Team Members/ Engineers

41.13. Notes

- Annual review Service Level Agreement (SLA) shall be done by Directorate of Urban Local Bodies (DULB) or by a Third Party Auditor appointed by DULB and appropriate modifications/amendments to the Service Level Agreement (SLAs) shall be carried out.
- Cascading effect (effect on multiple Service Level Agreement (SLA) criteria) of failure or non-performance of a particular project component on Service Level Agreement (SLAs) shall be avoided.
- “Additional Day” shall mean Calendar Day.
- “Scheduled operation time” means the scheduled operating hours of the System for the month.
- Maintenance schedule shall be published by System Integrator before the quarter starts for Directorate of Urban Local Bodies (DULB) approval. Downtime based on this schedule shall be considered as “Maintenance downtime”. All other downtime shall be considered for penalty calculation unless specific approval is taken by Directorate of Urban Local Bodies (DULB). Directorate of Urban Local Bodies (DULB) decision regarding all clauses shall be final and binding on the System Integrator.
- “System or application downtime” subject to the Service Level Agreement (SLA), means accumulated time during which the System/ application is not available to the Directorate of Urban Local Bodies (DULB's) users or customers due to in-scope application failure, and measured from the time Directorate of Urban Local Bodies (DULB) and/or its customers/ vendors log a call with the System Integrator help desk of the failure or the failure is known to the System Integrator from the availability measurement tools to the time when the System is returned to proper operation.
- The business hours are 9 AM to 6 PM (of same day) on any calendar day the Directorate of Urban Local Bodies (DULB) is operational. The System Integrator



however recognizes the fact that the offices shall require to work beyond the business hours and holidays on need basis

- h. 24 * 7 shall mean round the clock on all days of the year.
- i. Service Level Agreement (SLA) shall be monitored on a quarterly basis as per individual parameter requirements. However, if the performance of the system/services is degraded significantly at any given point during the tenure of the contract and if immediate measures are not implemented and issues are not rectified to the satisfaction of Directorate of Urban Local Bodies (DULB), then Directorate of Urban Local Bodies (DULB) has the rights to take disciplinary action including termination of contract.
- j. Uptime shall be computed based on availability of the applications to the Directorate of Urban Local Bodies (DULB's) users irrespective of availability of servers either individual servers/clusters.
- k. Response may be telephonic or onsite. In case the issue cannot be resolved telephonically, the System Integrator shall need to provide onsite assistance within response resolution window.
- l. However, if any additional hardware, software etc. is required for maintaining the Service Level Agreement (SLA's) and uptimes, then the same shall be the responsibility of the System Integrator.
- m. Service Levels should be complied with irrespective of the customizations that the applications would undergo during the tenure of the Contract
- n. Helpdesk support shall mean the 9*6 basis support centre which shall handle fault reporting, trouble ticketing and other related enquiries during the contract.
- o. Incident refers to any event/abnormalities in the functioning of data centre equipment/ services that may lead to disruption in normal operations of the data centre, system or application services.



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Haryana, Panchkula

42. Schedule – VI: Exit Management Schedule

42.1. Purpose

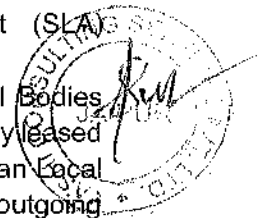
1. This Schedule sets out the provisions, which shall apply on expiry or termination of the Agreement, the Project Implementation, Implementation and Operations and Maintenance Service Level Agreement (SLA).
2. In the case of termination of the Project Implementation and/or Operation and Management, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
3. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

42.2. Transfer of Assets

1. Directorate of Urban Local Bodies (DULB) shall be entitled to serve notice in writing on the System Integrator at any time during the exit management period as detailed hereinabove requiring the System Integrator to provide the Directorate of Urban Local Bodies (DULB) with a complete and up to date list of the Assets within thirty (30) days of such notice. Directorate of Urban Local Bodies (DULB) shall then be entitled to serve notice in writing on the System Integrator at any time prior to the date, that is thirty (30) days prior to the end of the exit management period requiring the System Integrator to sell the Assets, if any, to be transferred to Directorate of Urban Local Bodies (DULB) or its nominated agencies at book value as determined as of the date of such notice in accordance with the provisions of relevant laws.
2. In case of contract being terminated by Directorate of Urban Local Bodies (DULB), Directorate of Urban Local Bodies (DULB) reserves the right to ask System Integrator to continue running the project operations for a period of six (6) months after termination orders are issued.
3. Upon service of a notice under this Article the following provisions shall apply:
 - In the event, if the Assets to be transferred are mortgaged to any financial institutions by the System Integrator, the System Integrator shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to the Directorate of Urban Local Bodies (DULB).
 - All risk and title to the Assets to be transferred / to be purchased by the Directorate of Urban Local Bodies (DULB) pursuant to this Article shall be transferred to Directorate of Urban Local Bodies (DULB), on the last day of the exit management period.
 - Directorate of Urban Local Bodies (DULB) shall pay to the System Integrator on the last day of the exit management period such sum representing the Net Block (procurement price less depreciation as per provisions of Companies Act) of the Assets to be transferred as stated in the Terms of Payment Schedule.
4. Payment to the outgoing System Integrator shall be made to the tune of last set of completed services /deliverables, subject to Service Level Agreement (SLA) requirements.
5. The outgoing System Integrator shall pass on to Directorate of Urban Local Bodies (DULB) and/ or to the Replacement System Integrator, the subsisting rights in any leased properties/ licensed products on terms not less favorable to Directorate of Urban Local Bodies (DULB)/ Replacement System Integrator, than that enjoyed by the outgoing System Integrator.

42.3. Cooperation and Provision of Information

During Exit Management period:

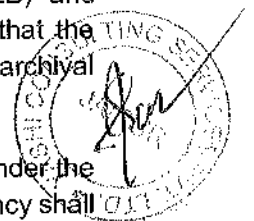


- a) The System Integrator shall allow the Directorate of Urban Local Bodies (DULB) or its nominated agency access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the Directorate of Urban Local Bodies (DULB) to assess the existing services being delivered;
- b) Promptly on reasonable request by the Directorate of Urban Local Bodies (DULB), the System Integrator shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (provided by the System Integrator). The Directorate of Urban Local Bodies (DULB) shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. System Integrator shall permit the Directorate of Urban Local Bodies (DULB) or its nominated agencies to have reasonable access to its employees and facilities as reasonably required by the Chairman or Directorate of Urban Local Bodies (DULB) project management Unit to understand the methods of delivery of the services employed by the System Integrator and to assist appropriate knowledge transfer.

42.4. Confidential Information, Security and Data

System Integrator shall promptly on the commencement of the exit management period supply to the Directorate of Urban Local Bodies (DULB) or its nominated agency the following:

- a) Information relating to the current services rendered and customer and performance data relating to the performance of System Integrator in relation to the services;
- b) documentation relating to Project's Intellectual Property Rights;
- c) All current and updated data as is reasonably required for purposes of Directorate of Urban Local Bodies (DULB) or its nominated agencies transitioning the services to its Replacement System Integrator.
- d) All required data and information in a readily available format nominated by the Directorate of Urban Local Bodies (DULB) or its nominated agency
- e) All other information (including but not limited to documents, records and agreements)
- f) Related to the services reasonably necessary to enable Directorate of Urban Local Bodies (DULB) or its nominated agencies, or its Replacement System Integrator to carry out due diligence in order to transition the provision of the Services to Directorate of Urban Local Bodies (DULB) or its nominated agencies, or its Replacement System Integrator (as the case maybe).
- g) Before the expiry of the exit management period, the System Integrator shall deliver to the Directorate of Urban Local Bodies (DULB) or its nominated agency all new or updated materials as required by Directorate of Urban Local Bodies (DULB) and mentioned in the schedule and shall not retain any copies thereof, except that the System Integrator shall be permitted to retain one copy of such materials for archival purposes only.
- h) Before the expiry of the exit management period, unless otherwise provided under the Agreement, the Directorate of Urban Local Bodies (DULB) or its nominated agency shall deliver to the System Integrator all forms of System Integrator confidential information, which is in the possession or control of Directorate of Urban Local Bodies (DULB), or its users.



42.5. Employees

- a) Promptly on reasonable request at any time during the exit management period, the System Integrator shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the Directorate of Urban Local Bodies (DULB) or its nominated agency a list of all employees (with job titles) of the System Integrator dedicated to providing the services at the commencement of the exit

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management period.

- b) Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the System Integrator to the Directorate of Urban Local Bodies (DULB) or its nominated agency, or a Replacement System Integrator ("Transfer Regulation") applies to any or all of the employees of the System Integrator, then the Parties shall comply with their respective obligations under such Transfer Regulations.

42.6. Transfer of Certain Agreements

On request by the Directorate of Urban Local Bodies (DULB) or its nominated agency, the System Integrator shall effect such assignments, transfers, licenses and sub-licenses as Directorate of Urban Local Bodies (DULB) may require in relation to any equipment lease, maintenance or service provision agreement between system integrator and third party lessors, vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by the Directorate of Urban Local Bodies (DULB) or its nominated agency or its Replacement System Integrator.

42.7. Rights of Access to Premises

- a) At any time during the exit management period, where Assets are located at the System Integrator's premises, the System Integrator shall be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) the Directorate of Urban Local Bodies (DULB) or its nominated agency and/or any Replacement System Integrator in order to make an inventory of the Assets.
- b) The System Integrator shall also give the Directorate of Urban Local Bodies (DULB) or its nominated agency or its nominated agencies, or any Replacement System Integrator right of reasonable access to the System Integrator's premises and shall procure the Directorate of Urban Local Bodies (DULB) or its nominated agency or its nominated agencies and any Replacement System Integrator rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the Agreement as is reasonably necessary to migrate the services to the Directorate of Urban Local Bodies (DULB) or its nominated agency, or a Replacement System Integrator.

42.8. General Obligations of the Implementation Agency/ System Integrator/

- a) The System Integrator shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the Nodal Agency or its nominated agency or its Replacement System Integrator and which the System Integrator has in its possession or control at any time during the exit management period.
- b) For the purposes of this Schedule, anything in the possession or control of any System Integrator or associated entity is deemed to be in the possession or control of the System Integrator.
- c) The System Integrator shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

42.9. Exit Management Plan

- a) The System Integrator shall provide the Directorate of Urban Local Bodies (DULB) or its nominated agency with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the Agreement as a whole and in relation to the Project Implementation, and the Implementation and Operations and Maintenance Service Level Agreement (SLA).
 - A detailed program of the transfer process that could be used in conjunction with a Replacement System Integrator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the



cessation of the services and of the management structure to be used during the transfer.

- Plans for the communication with such of the System Integrator's staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the Directorate of Urban Local Bodies (DULB's) operations as a result of undertaking the transfer;
 - (if applicable) proposed arrangements for the segregation of the System Integrator's networks from the networks employed by Directorate of Urban Local Bodies (DULB) and identification of specific security tasks necessary at termination;
 - Plans for provision of contingent support to Directorate of Urban Local Bodies (DULB) and Replacement System Integrator for a reasonable period after transfer.
- b) The System Integrator shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
- c) Each Exit Management Plan shall be presented by the System Integrator and shall be approved by the Directorate of Urban Local Bodies (DULB) or its nominated agencies.
- d) The terms of payment as stated in the Terms of Payment mentioned in the Volume-I of this Request for Proposal (RFP) include the costs of the System Integrator complying with its obligations under this Schedule.
- e) In the event of termination or expiry of Agreement, and Project Implementation, each Party shall comply with the Exit Management Plan.
- f) During the exit management period, the System Integrator shall use its best efforts to deliver the services.
- g) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.
- h) This Exit Management plan shall be furnished in writing to the Directorate of Urban Local Bodies (DULB) or its nominated agencies within ninety (90) days from the Effective Date of this Agreement.



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Maryana, Panchkula



43. Schedule – VII: Sign-Off Format

Sign-Off Format for Property Survey (Stage 1.1 (a))

After submission of the completed property survey work by the Survey Agency (SI), following sign-off formats for each Stages 1.1 (A), 1.1 (B) & 1.1 (C) needs to be filled by the Concerned MC for release of payment to Survey Agency (SI). (Each for DULB, SI and Office record of ULB)

Stage 1.1

Geo-enabled Land and building asset property Survey, data management, assessment and data integration into the web system including Issuance of Notice & Bills, with Technical handholding support in updation of property tax demand collection registers (TS 1) etc. complete in all respect as per scope of work

Stage 1.1 (A): Complete survey of 100% properties as per scope of work (40% payment of Stage 1.1)

Sr. No.	Particulars	Details as provided by SI	Recommendation of concern ULB
1.	Name of ULB Town		
2.	Number of Properties as per RFP		
3.	Number of Properties as per current MC record		
4.	Nos. of Properties Surveyed and Submitted by SI on Web Based GIS Platform (Image / Base Map solution for verification covering 100% properties in MC Area)		
5.	Date of Submission of Property Survey Data by Survey Agency (SI) to MC for verification (As per Stage 1.1 (A))		
6.	Signature of SI with seal and sign		
7.	Verification of stage 1.1 (A) on Web Based GIS Platform (Image / Base Map) by the Officer / Officials / Committee (nominated by the concerned MC) with Date & Sign		
8.	Comments/Remarks/Recommendations		

It is to certify that _____ nos. of Surveyed Properties are verified on Web Based GIS Platform (Image / Base Map solution) by the committee appointed by MC _____ for stage 1.1 (A) and are recommended for payment

Commissioner/Executive Officer/Secretary

Municipal Corporation / Council / Committee _____

Memo no. _____

Dated: _____



- Sign Off certificate is forwarded in original to:
1. Director, Urban Local Bodies, Haryana, Panchkuia for further necessary action.
 2. M/s Yashi Consulting Services Pvt. Ltd,

Director
Urban Local Bodies
Haryana, Panchkuia

Commissioner/Executive Officer/Secretary

Municipal Corporation / Council / Committee _____

RFP for Conducting Property Tax Survey for Department of Urban Local Bodies, Haryana

Request for Proposal (RFP)

For

Conducting Property Tax Survey

For

Department of Urban Local Bodies, Haryana

Volume II: Scope of Work

(Structure of Proposal & Bid Process Specifications)

RFP No.:- IT/DGULB/2018/11



Released by:

**Directorate of Urban Local Bodies,
Haryana**

Bays 11-14, Sector-4, Panchkula, Haryana

PHONE: 0172-2570020, 2570119

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[Signature]
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1. Introduction

Govt. of Haryana intends to provide a single and integrated view of information system across all government agencies in the state for Local Level planning. Land and Properties are considered as very important entities both by the citizen and the Government. For a citizen, the property is a very valuable personal asset and a strong sense of ownership is associated with this. For the Government, land and property takes a centre-stage for governance. Especially in the urban areas, which is growing rapidly, the information about properties is much needed for urban planning as well as for revenue generation. And, much of the citizen services of the urban are also linked to the property which serves as a base, for e.g. the Water, GAS, Utility, Underground Drainage connections etc.

One of the key components of the reforms, commenced by the State of Haryana, to ensure sustainable urban centres, is the e-governance project starting with assigning **Unique Property Identification (UPI)** for Property Taxation with Geo-location. The system could help in efficiently monitoring the process of Tax collection and thereby stop the loss of revenue through effective enforcement of property tax practices.

The intent of this document is to provide the detailed scope of work for Bidder/SI who shall be engaged for Conducting Property Tax Survey / License Survey including Issuance of Notice & Bills, with Technical handholding support in updating of property tax demand, collection, registers etc. for different Municipal Corporations / Councils / Committees of Gurugram Cluster for the next 4 years after completion of survey work.


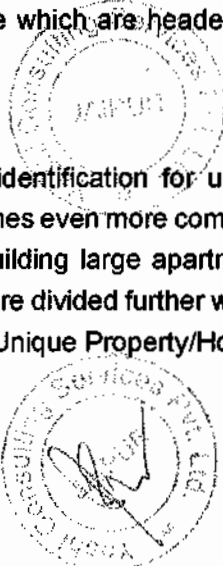
1.1. Institutional Profile – About Department of Urban Local Bodies (DULB), Haryana

Urban Local Bodies are the constitutionally provided administrative units to provide basic infrastructure and services in urban areas i.e. cities and towns. The Directorate of Urban Local Bodies Department, Haryana was established on 1st April, 1982 to lay a solid foundation for the Urban Development in the State of Haryana. For efficient and effective service delivery, the Department continuously replace traditional delivery system of public services by new and improved system of governance that works better, costs less and is capable of serving the citizens' needs with ease.

The Urban Local Bodies Directorate is headquartered at Panchkula and the Municipal Corporations, Councils and the Committees are located across Haryana. At present, there are 10 Municipal Corporations, 18 Municipal Councils and 53 Municipal Committees in the state which are headed by Municipal Commissioners and other established officers.

1.2. Project Background

It has become cumbrous task to provide a solution that assigns a unique identification for urban properties which is necessary for efficient planning and management. This becomes even more complex with the consolidation of multiple independent plots into a single plot while building large apartment complexes and corporate campuses or the process by which plots or dwellings are divided further when properties are bequeathed to the next generation. Thus any optimal solution in Unique Property/House



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Addressing must solve intuitiveness not just by the numbering scheme alone but also by representing this numbering scheme in GIS based map allowing for geo-location and utility services to be provided effectively.

The E-Governance Project at Haryana DULB is proposed to provide a state-of-art robust, reliable and futuristic Enterprise GIS platform, aimed to provide decision support system to ULB officials by integrating GIS data with other IT applications and e-Governance system. The databases will ideally possess attributes of every individual property with information such as land owner, co-owner, mailing & permanent address, house style, built year, individual room measurements, compliance with the regulations of the building authorities, public / private utilities mapping to the plot, street characteristics and amenities. There should also be a provision of linking every individual plots with their digital photographs, and a link to the map showing the location of the plot.

1.3. Project Objectives

The overall objectives of the project are as follows:

- Directorate of Urban Local Bodies, Haryana invites application from eligible Bidder/SI under National competitive bidding (NCB) for Conducting Property Tax Survey / License Survey including Issuance of Notice & Bills, with Technical handholding support in updating of property tax, demand, collection registers etc. for different Municipal Corporations / Councils / Committees of Gurugram Cluster for the next 4 years after completion of survey work.
- Conducting the door-to-door Property survey, Colony survey, Street survey, license survey and numbering of all the vacant plots, residential, commercial, institutional and industrial building.
- Conduct geo-enabled property tax survey using mobile / handheld device (to be arranged by the Bidder/SI at no additional cost) for faster, transparent and better survey of Buildings / Property as per details mentioned in the RFP document in Annexure – 1
- Capturing data through mobile app at site as per the format approved by the department
- Creating property codes with colony and street codes online on web application
- Integrate all the geo-tagged locations and respective surveyed data in systems database with highest accuracy. The points should be exactly overlaid on the latest high resolution imagery when it is made available for implementation of Property Tax Assessment and Asset Management System.
- These urban dwellings / properties will have the **Unique Property Identification (UPI) with QR Code** affixed to their buildings using a metallic sheet board. This unique door number has to be generated based on the indicative Property Code generation method as suggested and prescribed in the Annexure – 2.
- Conduct analysis of the integrated data with the property data available with the ULBs to identify any deviating properties from the property tax perspective.
- Generation of requisite Property Tax lists, Register and Bills / License record online on web application provided by DULB.
- Supplementary Property Tax survey and issue the Assessment Notices & Bills



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RFP for Conducting Property Tax Survey for Department of Urban Local Bodies, Haryana

- Tax Collection will be done by concern municipal office by their own existing set-up
- Host the solution at a Data Center space
- Integration of Geo-tagged survey data points with the Base map on availability from the department
- Provide training on complete solution
- Provide handholding support to the identified users

The above work shall have to be accomplished for all the vacant plots, residential, commercial, institutional, industrial building, multi-storey building (each flat will be treated separate units and hence therefore separate measurement will be done for individual flats) and government building etc. as per the policy of property tax in all areas falling under the purview of Corporation / Council / Committee as the case may be.


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2. Scope of Work

The objective of this Request for Proposal (RFP) is to provide Haryana DULB with a Unique Digital Addressing Solution for Urban Properties / Dwellings in ~~Curugram Division~~. A property identification and assessment solution has been proposed keeping in mind the benefits of providing **Unique Property Identification (UPI)**. The selected Bidder/SI shall implement the project as required by the DULB. This RFP is for geo-tagging and surveying the properties and hosting on the central software application platform of Property Tax. The platform will allow DULB to perform different functions related to Property Tax Management which would be used by DULB officials, staff, surveyors and collection agents.

The overall scope of work for the tender is listed as below.

- Before proceeding for survey work, the bidder shall examine the existing status of tax collection, demand and collection register of licensing and prepare a database in soft format for all the properties eligible for the purpose of said taxes and fees and accordingly the updation / recirculation of property record will be carried out in conformity with the latest survey proposed to be conducted under this assignment.
- GPS Latitude and Longitude survey of Land & Building assessment / license shall be conducted using mobile / handheld device, using Map Interface to geo-tag the property to maximum accuracy.
- The Bidder/SI shall conduct each and every Property, Colony and Street survey.
- Total Property Area measurement and verifying the same by making door-to-door measurement of all the properties with help of Laser Distance meter or any other electronic measuring device of each block area with in municipal limit of city as per geographical scope mentioned in this document.
- The database shall be supported by the application which can portray database collected and created, in form of Property Tax Digital Platform MIS and the same shall be accessible to the DULB.
- All the geo-tagged and surveyed properties will have the **UPI and QR Code** affixed to their buildings using a metallic sheet board and the cost of this will be borne by Bidder/SI, and will also take the responsibility in affixing this metallic sheet on the Urban Property/Dwellings.
- The metal plate should be made of TIN and the dimensions of the numbering plate should be 3.5" / 2"
- Implementation and integration with Property Tax Digital Platform consisting of
 - Geo-enabled Survey module
 - Tax assessment module
 - Collection module
 - Property Tax Analytics module
 - Citizen Services




The department and concerned MC will supervise the project and evaluate the situation and conceptualize the plan for execution along with the Bidder. The department will also administer the execution process of the entire project. The benefits of the proposed solution shall be:

RFP for Conducting Property Tax Survey for Department of Urban Local Bodies, Haryana

- Access the database by subject:
 - According to Neighbourhood, or Ward or Zone, retrieve data to be identified
 - According to Address, retrieve data associated with the Street and Colony.
 - According to Type of Occupancy, retrieve data individually or by group for property or type of property, economic use or type of economic use, data should be retrievable by street or neighbourhood or based on ward, or for the entire city;
- Easily change or retrieve a new address at any time;
- Add open parameters (data associated with the address) at any time and in unlimited quantity;
- Store in memory all changes in occupancy for purposes of creating history files that will make it possible to observe trends;
- Easily import and export data from/to other applications (street system, facilities, tax system) or another database;
- Print data retrieved and/or all data.


Haryana, Panchnala



RFP for Conducting Property Tax Survey for Department of Urban Local Bodies, Haryana

2.1. Project Area

Following is the table showing the list of ULBs for Gurugram division with number of Indicative Properties.

GURUGRAM Division	
Name of the ULB	Number of Indicative Properties
REWARI	27000
NARNAUL	38259
HAILY MANDI	10073
FARUKH NAGAR	6680
BAWAL	6895
DHARUHERA	14261
GURUGRAM	363177
MOHINDERGARH	Data not available
SOHNA	18889
PATAUDI	7211
KANINA	6000
ATELI MANDI	5500
NANGAL CHAUDHARY	6000
	608945



Director
Urban Local Bodies

2.2. Property Assessment Survey

- I. Development of Property Tax Survey Mobile Application.
- II. Geo enabled property survey for properties and yet to be assessed properties within Cluster.

2.2.1. Development of Property Tax Survey Mobile Application

DULB proposes to conduct Property Tax Survey / License Survey for which household level geo-tagging survey has to be done. Bidder/SI shall create a Mobile Application to be used for Property Assessment Survey. The mobile application should have the following features:

- i. It should geo-tag each property survey sheet using Map Services APIs for capturing accurate co-ordinates and real time location
- ii. It should be compatible with latest (last two) version of Android
- iii. Alpha Numeric data collected via survey should be integrated with central property tax administration software which will be provided by DULB.
- iv. The mobile application should capture all the Photographs or other media in geo-tagged format. Images should be stored in .jpeg format (Best Compression format) with GPS information.

The selected bidder must design, develop, deploy and end user training of customized Mobile based geo-survey application and the database system for geo-tagging all the properties within DULB jurisdiction.

Scope of Mobile Application Development work:

- Surveyor Module for GPS enabled mobile / handheld device with accuracy level of 2-5 Meters, configuration of latest and prevalent Map Service or APIs like Google Maps, Microsoft Bing Maps, DigitalGlobe, Bhuvan, Here Maps, ESRI ArcGIS, etc. (or any other with the approval of DULB or its designated authority) for effective and accurate property tax survey
- Bidder/SI has to study the capabilities and features of the available APIs in terms of diverse set of criteria
- Bidder/SI has to identify and suggest most appropriate Map API for the mobile application according to the Accuracy, Error Rate, Ground truth control GCPs, Licensing, Costing etc. and has to get approved with the department, DULB before integration
- Laser Distance Meter (LDM) or any other Electronic Measuring Device should interact with the survey mobile application
- Conduct geo-enabled property tax survey using mobile / handheld device (to be arranged by the Bidder/SI at no additional cost) for faster, transparent and better survey of Buildings / Property as per details mentioned in the RFP document in as per Annexure – 1
- Provide web services and APIs for the mobile applications, to be integrated with central property tax administration software which will be provided by DULB.
- Provide robust design and solutions considering the integration with backend systems and the integration with existing systems.


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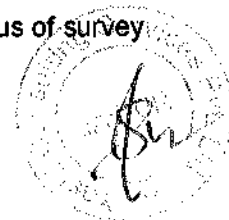
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- Integrate the latest developments from the mobility space into the mobile application, as and when deemed suitable by the DULB or representatives thereof.

2.2.1.1. Key Features

The following are the indicative features of the Property Tax Survey Mobile Application which can be installed on any GPS enable handheld device with good accuracy for effective and real time geo-enabled property ground-truth survey:

- Surveyor application should be geo-enabled mobile application should access the latest Map Service (Map APIs) or geo-spatial maps and available property tax data in the field
- Survey application should have provision for field related Data entry in the survey form for every property as per DULB requirement
- Should generate a Unique Property Identification (UPI) for every property captured from survey. This ID number will be updated against all the property data in other available municipal data sources.
- In case of Multi-Storey properties and apartments, surveyor application should create parent and child relationship for entering survey information for each unit in a separate survey form.
- Separate data should be collected for Under Construction / Incomplete Buildings including geo-tagged and geo-controlled with timestamp Photograph.
- Ability to attach photograph which should be geo-tagged and geo-controlled with timestamp. The photograph captured should cover the property form all the visible sites with optimum clarity, such that each individual property is distinguished clearly.
- Application should restrict the Upload Photograph facility from gallery so that Surveyor has to click the property photograph on the field within the area.
- Application should have basic map functionalities with user friendly dashboard, showing current location with accuracy units on log-in.
- The surrounding buildings should provide clear distinction between works done, work not done and work in progress for status of the survey process.
- The distinction of properties should be configurable which can be decided by DULB about indicators like outlines and colour.
- As surveyor completes field level data entry he should be able to submit details from field which can be updated in near to real time in centralized database of property tax assessment Software.
- Surveyor should be able to work on properties within its specified and allocated area
- Surveyor should be able get intimation of rejected properties (by office users in the workflow) through map based interface and should re-survey those properties.
- Surveyor should also be able to review the process of current status of survey.
- Provision for new property addition spatially and non-spatially
- Provision for Alpha numeric IDs for all property
- Provision for Property Ground – Truthing
- Provision for uploading documents from site for new assessment



- Map Navigation facilities and Search Tool
- Should support Multi Language so data can be entered in regional language
- Should work in Offline Environment

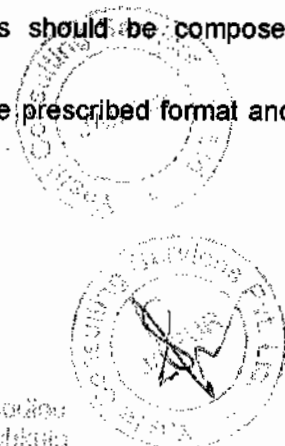
2.2.1.2. Data Requirements and Migration

- All the Geo-tagged survey data points or layers should be of maximum possible accuracy and should be able to locate and place exactly on the Image Base map (Property layers) at a later stage.
- Property Survey Mobile Application has to be integrated with Property Tax Digital Platform to be provided by DULB
- Data must flow seamlessly between Mobile Application to Property Tax application software
- Data exchange between application and Property Management System must be secure and encrypted
- Uploaded photographs and survey details need to be light weight for quick data transfer
- Provision need to be provided for surveyors facing technical problem in data transfer through cellular data network and should be able to transfer the collected data to server over internet as a package.

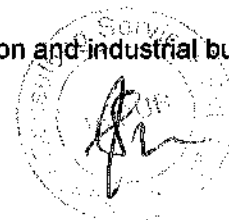
2.2.2. Geo enabled Door to Door Property tagging survey

- I. Properties shall be categorized as Open Land, Own household and Multi-storey Building/premise. The Categorized property shall be marked as per its usage i.e. Residential, Commercial, Industrial, Institutional, Government owned, Religious and Mixed usage. Residential properties which are occupied by owners and tenants (property which is given for rent) shall be treated as separate category.
- II. Finalization of the property survey format, a sample survey format is attached as Annexure – 1 (A) & Annexure – 1 (B). After having discussion with Consultant, the DULB shall finalize the contents of survey format, which shall mainly consist of name of the owner, address, contact details (mobile/landline/email id), defined unique ID, Area (ward/zone), Pin code, etc. of each tax payer/unit holder and other relevant information as desired by DULB.
- III. The survey should be conducted by matching the existing property tax records (code matching) of concerned municipality (concerned municipality will provide all existing property tax records to successful vendor and also accompany in the survey, if necessary)
- IV. To capture total property area and floor wise carpet area of the property, Laser Distance Meter (LDM) / Electronic measuring device should be used. To restrict manipulation of Data, LDM or other device should be connected with Bluetooth to transfer the captured data directly to the mobile application of property survey.
- V. To determine the plot and property dimensions, survey teams should be composed of experienced trained personnel.
- VI. Bidder shall conduct colony / society / street / sector survey in the prescribed format and will generate online code to each category on the web application.

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- VII. Data so captured during the onsite survey will be sent directly to the central database to avoid any manipulation of the captured data. The handheld device must have a capability to capture the Latitude and Longitude of the surveyed property to ensure that the data is captured at the actual location. At the time of saving data, the latitude – longitude should be captured with accuracy rate and the log should be maintained for QA/QC procedure.
- VIII. The SI's team leaders, data analysts, etc. shall process collected Data, undertake necessary Quality Assurance (QA) and Quality Checking (QC) activities and remove errors, if any. After the QA/QC the data should be pushed into the database and integrated with base map whenever made available during the contract period.
- IX. For the survey process, permission for entry into property must be obtained before conducting survey. People may resent the intrusion onto their properties unless they understand and accept the purpose of the survey. Community support should be sought to enhance program success.
- X. Wherever the property Owner refuses to co-operate with the SI for data collection, the SI team shall flag the same in the data collection form indicating the specific reason like "Non- co-operation by Occupier" with date(s) of visit.
- XI. If such cases occur in large numbers, the ULB shall depute its staff along with SI survey team to ensure that the data is collected. The SI will have to bear the cost of this survey.
- XII. After conducting block and colony survey SI will conduct street survey in prescribed format and generate code to such street.
- XIII. A unique property identification code to each property shall be finalised by the department as per the format and which will be properly linked by the agency with the existing property identification code if any. Please refer Annexure – 2 for indicative unique property identification code creation sample which shall be finalized in discussion with DULB.
- XIV. The agency will also link the said unique property identification code record with the record of property tax, trade license fees / Factory License fees. The concerned municipality will verify the record submitted by Agency with the existing manual / computerized record with the municipality.
- XV. The survey entries shall be made directly into Mobile Tab/Mobile device as well as manual data entry in prescribed format, for which a relevant Mobile application will be developed by Bidder/SI. (Please see Annexure – 1 (A) to understand sample data format to be captured in survey). The mobile app should able to search data by Name of the Tax payer, ID, Location etc. The system should be able to read English / Hindi language to identify records.
- XVI. Digital photographs (at least 2) of each Dwelling / Building must be taken and shall be linked with the respective property in the database.
- XVII. Numbering of all vacant plot, residential plot, commercial institution and industrial building.



2.2.3. Field Survey Data Validation

- I. 100% of the overall properties surveyed by the SI shall be audited by the concerned MCs under the DULB jurisdiction. The bidder shall provide concerned MCs / DULB with data collected for all the properties on Image / Map based solution for validating 100% coverage of the area.
- II. Bidder/SI has to make the log of Horizontal Positional Accuracy showing Root-mean square error (RMSE) accuracy for reference of the collected co-ordinates of the property.
- III. If any irregularities are found as a result of these inspections, the selected bidder needs to rectify the same. Bidder shall be responsible to provide requisite information and facilitate inspection by respective department.
- IV. The findings of the audit agency shall be binding on the bidders and they shall have to re-do the survey and provide necessary explanation for the earlier error, if any.
- V. In case of any discrepancy, the ULB official shall accompany the agencies and shall check the demonstration of actual survey results to the ULB official whose decision in this matter will be final
- VI. SLA measurement and monitoring for quality of property survey are attached at Annexure – 3.



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2.3. Central Software

2.3.1. Property Tax Digital Platform

- Property Tax digital platform will be provided by DULB developed in .NET and MS SQL Server as database. The Bidder/ SI would be required to maintain the application and integrate the same with the Web Application used for Property Survey
- The same needs to be hosted by the bidder (the infrastructure space for hosting would be provided by the department) and use the software for managing property tax data collected, tax registers, notices as per demand during operation and maintenance phase.

2.3.2. Cloud based DC/DR Hosting Services

- Proposed solution shall be hosted in a Cloud environment in a Data Centre, which shall be provided by the department. The bidder shall install and further maintain the said infrastructure which includes:
 - Provide necessary Software licenses and required support for the solution proposed
 - Any other components required for functioning of solution
- Primary Data Centre and Disaster Recovery Centre sites will be cloud enabled.
- Bidder shall host the entire application centrally at the primary data centre.
- Bidder to provide all the necessary MIS reports required to meet the SLA. MIS capabilities with customizable reports, monitoring tool/dashboard.
- The proposed applications shall be centrally hosted at the cloud enabled sites and access provided as online service to users
 - All data should be replicated between Cloud enabled PDC and DRC. There shall be no data inconsistencies issues with either cloud enabled data centre sites.
- Bidder shall provide interoperability support (without any additional cost) with regards to available APIs, data portability, VMs, etc. for the DULB to utilize in case of Change of cloud service provider, migration back to in-house infrastructure, burst to a different cloud service provider for a short duration or availing backup or DR services from a different service provider.
- Officials as may be authorized by DULB shall be allowed to access the systems or its components including databases, subject to such rights & privileges as DULB may decide from time to time for the purpose of testing, audit, certification, review, inspection etc.
- The bidder will not be allowed to change the hosting provider during contract duration without prior approval of DULB.
- The bidder will provide regular data back up to the DULB.



[Signature]
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Department of Urban Local Bodies
Gurgaon - Haryana, India

Integration with Property Tax, license charges, data capturing Mobile Application and requirement of software.

- The software managed by the bidder shall be capable of generating & printing tax bills / notices to be issued to all taxpayers.
- The Software managed by the bidder shall be able to generate Colony wise / Ward wise / Zone wise MIS reports.
- The Software shall be capable of making online self-assessment in respect of property tax by Tax Payer / Assesses so that the online payment can be made by the tax payer.
- The web-based property tax information system shall also allow an easy access to download the tax defaulter lists. It should allow an access to download demand notice or invoice for property owners; in addition to viewing digital photographs taken during door-to-door survey of properties.
- The Application must have Self-Assessment module and Payment Module
- It must support Objections, Rectifications and Credentials of the users and citizens.

2.4. Project Implementation

2.4.1. Project Planning

Conducting an urban property survey involves four phases

- i. Preparation
- ii. Public information and education
- iii. Inspection and measurements
- iv. Data build-up, Validation & Updatons

Planning the operation and recruiting and training staff

The survey teams should be guided by the property survey form, which is to be completed during the survey. At least 3 to 5 days of classroom and field training are recommended for surveyors to ensure that their observational and record keeping skills are satisfactory. Survey Agencies should use news media, Web sites, exhibits, and brochures and posters as well as visit the target area-Block to inform residents in advance of the survey and explain its importance. There should be outreach to community organizations and other groups to gain support for the program.

Each premise must be clearly defined and given a number so that it can be unambiguously identified on the map. Because of expected variations in block configurations, decide what constitutes a block for survey purposes. All field personnel must be aware of that definition.

A door to door property survey should than be conducted and all details / attributes of that property should be captured in the questionnaire form of the application. An extra effort should be made by surveying staff to build the block data at the end of the day and revalidate the same at the end of the survey of that Block. The Property data so captured should be fed into the system to build master data.

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2.4.2. Minimum Qualification and Experience for Key Resources


Ideally, Urban Property surveys should be conducted by two-person teams, with the qualified surveyor recording the data and making decisions about questionable findings and to determine the plot and properties dimensions and capturing property photographs. Survey teams should be composed of experienced trained personnel.

The bidder shall provide qualified manpower for the following tasks for the project to be successful. The manpower to be deployed shall be experienced and technically capable in their job. The minimum qualifications and skill requirements of key persons are given in the RFP. The CVs of the manpower for "Project Team" and the "Implementation & Roll out Team" shall be got approved from the department.

The responsibility of depositing required amounts in Provident Fund or Insurance or any other statutory requirement, as per prevalent laws, shall solely be that of the bidder and the procuring entity /Client shall in no way be liable / responsible for fulfilment of these obligations.

2.4.2.1. Project Implementation Team (Core Team)

The Program Management Unit will be set up within 15 days of the approval of Requirement Specification, and shall be based at each concerned municipality.

Sr. No.	Particulars (Role)	Educational Qualification & Experience	Duration
1.	Project Manager	Post Graduate in Civil Engineering / Urban Planning / Architecture / Management with 15 years' experience or more Good knowledge field survey , municipal finance, revenue surveys, slum based survey Fluent in Hindi and good communication skills Dealt up with at least 2 nos. of Urban Local Bodies for field survey data collection using mobile/handheld electronic devices for properties.	Entire Project period of 4 years or till date of completion of all liabilities and hand over / transfer to the concerned whichever is later
2.	Survey Team Leader / GIS Expert	M.E / M.Tech / M. Plan / M.Sc., in Surveying / Geography / Remote Sensing / Computer Science / Geo informatics with 8+ years of experience in surveying Skills: Experience in Spatial Data bases / Remote Sensing / Urban Planning / Socio-economic data with GIS and Handling a Team of 15 persons 5 Years of Experience in performing similar work Good knowledge of field survey and ground trothing exercise, property measurement, etc.	

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		Worked in atleast one project for field survey data collection using mobile/handheld electronic devices for properties.	
3.	Property Tax Expert	M.Tech / M. Plan / M.Sc., in Planning / Surveying / Civil Engineering with 8+ years of experience in surveying Skills: Experience in Urban Planning / Regional Planning / Spatial Data bases / Socio-economic data and Handling a Team of 15 persons 5 Years of Experience in performing similar work	
4.	Surveyors	(Number of surveyors to be decided by the bidder)	

2.4.2.2. Operations Team (Deployment of Manpower)

Once the system is operational at each concerned municipality, appropriate teams must be provided to man the single window stations to manage the house tax register, demand notices and distribution of notices. The selected bidder shall provide Operations and Maintenance (O&M) services in each municipality starting from the Go-live date of that municipality.



The selected Bidder shall deploy the O&M Team (as per requirement in each municipality) onsite from the start of O&M period till the end of contract period.

The proposed services shall be normally manned for a period of 8 hours each day (6 days per week) as per the requirement throughout the year (excluding national holidays) or as decided by the Office of the Tendering Authority. But in exception condition or in urgency of work, the support might be required on holidays. The selected bidder shall maintain an attendance register for the resources deployed.

Also, it would be the responsibility of the Selected Bidder to retain the deployed manpower for the entire Contract/ Project duration or in the event of a resource leaving the employment with the selected bidder, the same shall be immediately replaced with another resource of equivalent minimum qualifications and experience. All such events should be notified prior to the concerned municipality in writing.

The staff provided by the Selected Bidder will perform their duties in accordance with the instructions given by the designated officers of the concerned municipality from time to time. The Department will examine the qualification, experience etc. of the personnel provided before they are put on the designated positions. The Selected Bidder has to take approval from department/ for the proposed staff before their deployment. The department has every right to reject the personnel, if the same is not acceptable, before or after commencement of the awarded work/ project.

It is responsibility of the selected bidder to scale up the Operations & Maintenance (O&M) team as and when required to ensure smooth project execution throughout the duration.


 The Chief Executive Officer
 Haryana, Chandigarh


2.4.2.3. Implementation Schedule

The property survey, installation, implementation and roll out of application modules in the municipalities is to be done in three phases as follows:-

Sr. No	Phase 1	Timelines (T1)		
		Corporations	Committees	Councils
1.	Phase 1 (P1): Geo-enabled Land and building asset property Survey, data management, assessment and data integration into the web system including Issuance of Notice & Bills, with Technical handholding support in updation of property tax demand collection registers etc. complete in all respect as per scope of work	T + 4 Months	T + 3 Months	T + 2.5 Months

Sr. No	Phase 2	Timelines (T2)
1.	Operation & Maintenance (O&M)	T2 = T1 + 4 Years

Where T = Date of signing of the contract.

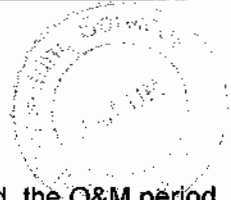
The O&M period of the DULB shall commence from the date of its "Go Live".

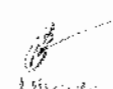
The O&M period under this contract is 4 years. After completion of this O&M period, the O&M period can be extended further by the concerning DULB on mutually agreed terms and conditions, after taking approval from the competent authority.


2.4.3. Annual Technical Support for 4 years for the Mobile Application created for Property Survey and implemented as part of this RFP

Software version management and software documentation management reflecting features and functionality of the solution. Annual Maintenance Contract (AMC) for all Software component Supplied under this project.

- Provide the latest updates, patches / fixes, version upgrades, etc.
- Bidder has to ensure that annual technical support is available for software application, operating systems, and database for the entire O&M phase.




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- Software version management and software documentation management reflecting features and functionality of the solution.
- Database / Application Software tuning to enhance the performance of the overall system.
- Undertake regular, proactive Database Management activities.

2.4.3.1. Data and Man Power Management

Successful Bidder would be responsible for extending all possible support to different departmental or contract staff for Data Management (like Data entry Screens, Report Generation, Data Analysis, Data Cleansing, etc.). Data could be in English as well as in Hindi. Data should be Unicode compliant.

The successful bidder has to support the Property Tax department. The successful bidder will also have to train and support the department officials in using the Property Tax Software by importing the surveyed geo-tagged data for each department into the database and maintaining it for department specific edits and application development.

Roles and Responsibility of the System Integrator (Successful Bidder) are:

1. Provide support and Maintenance with its own man-power for the period of 4 years from the Go-Live stage.
2. Preparation of necessary user manuals for all the modules and review of the same.
3. Carry out Training programs / workshops for the department personnel

2.5. Training and Change Management

Bidder is expected to manage all activities related to change management, training and transitioning to new system. This includes

- Change Management and Capacity Building strategy for effective use of the system
- Carrying out training of various users of the system
- Creation of user manuals / tutorials for using the system

The bidder will provide training to identify users at each ULB and DULB as per the training plan provided by the bidder. The training will include the following aspects:

- Report handling on Mobile Application
- Report handling on web application
- Data updates on web application
- Tagging properties
- Modifying property status with updated data
- Database integration (linking Visuals, graphic and non-graphic data)
- Generation of Visual thematic maps
- Any other aspects that would be required to equip users for requisite knowledge and skills to operate the system effectively and efficiently.



The users of the system are broadly classified into the following four categories:

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- Operational users – These are the users who would be responsible for editing data in the system.
- Managerial users – These include the middle level Managers who would carry out limited data entry and generate reports and query based on criteria.
- Executive users – These include the senior and top-level personnel who would use the system to generate analytical reports.

2.5.1. Training

2.5.1.1. General Requirements

- The bidder's scope of work includes preparing the necessary documentation, presentations, flowcharts, training aids as required for successful delivery of such trainings.
- The details provided in this section are indicative and due to the exhaustive and technical nature of the project the number of training sessions may increase. Over and above the team considered for performing the training as detailed in subsequent sections, bidder has to make provision for two personnel to handle additional training needs as per requirements of DULB.
- Further the bidder has to provide cost for additional and optional training sessions in its commercial proposal in case more training sessions are required. Bidder has to conduct such additional training sessions on DULB's request.
- The bidder shall impart training to DULB employees and other key stakeholders on the usage and maintenance of the application and system integration.
- Bidder shall develop a training and capacity building strategy that will also include a detailed plan of implementation. The strategy has to be multi- pronged since:
 - The implementation is District / Division wise;
 - The scope of project is vast; and
 - Training may need to be repeated for better understanding of the systems and its applications.
- The Bidder shall propose different training modules for different user profiles at appropriate timelines and ensure that the training imparted is comprehensive and complete.
- The Bidder shall provide a change management plan to DULB which addresses the various aspects of capacity building and training. Bidder will provide tentative number of sessions envisaged by bidder for each type of user considering their function and interaction with system.
- The bidder must also prepare Training Modules/content to enable the users for self-learning.
- DULB envisages that the training and capacity building sessions for all stakeholders would primarily be based on 'Train the Trainer' approach. These master trainers will further train the respective users. The venue of trainings would be at Head Quarters, DULB or concerned MC
- The training material prepared by bidder will be owned by DULB and cannot be used without prior approval of DULB.
- The trainers imparting the training should be well versed in Hindi and English language.
- Training schedule needs to be provided at least 15 days in advance to DULB along with pre-reading material and prerequisites for attendees.



- All training sessions for the implementation phase shall have to be carried out before Go-live of the solution and feedbacks have to be maintained.
- All training sessions will require sign-off from minimum 80% of attendees failing which DULB may ask that session to be carried out again at no extra cost.
- DULB envisages that the training sessions for all stakeholders would primarily be based on 'Train the Trainer' approach. These master trainers will further train the respective users in that ULB.
- Only the conference room/space for the training including one projector would be provided.

2.5.1.2. Training Effectiveness

- Bidder has to ensure that the training sessions held are effective and that the attendees would be able to carry on with their work efficiently. For this purpose, it is necessary that the effectiveness of training sessions is measured. The bidder will prepare a comprehensive feedback form that will capture necessary parameters on measuring effectiveness of the training sessions. This form will be discussed and finalized with DULB.
- After each training session, feedback will be sought from each of the attendees on either printed feedback forms or through a link available on the web portal. One member of the stakeholder group would be involved in the feedback process and he/she has to vet the feedback process. The feedback received would be reported to DULB for each training session.
- For each training session, the bidder will categorise the feedback on a scale of 1 to 10, where 10 will denote excellent and 1 will denote unsatisfactory.
- The training session would be considered effective only after the cumulative score of the feedback [sum of all feedback divided by number of attendees] is more than 7.5.

2.5.1.3. Preparation of training aids

- a) The bidder will prepare all the requisite audio/visual training aids that are required for successful completion of the training for all stakeholders. These include the following for all the stakeholders:
 - Training manuals for officials/ users of the system
 - Video (recorded sessions) for application functionality (Citizen centric and back end modules), business intelligence, dynamic reporting etc.
 - Presentations
 - User manuals
 - Installation Manual
 - Application user Manual
 - Operational and maintenance manuals for the modules provided along with the application
 - Regular updates to the training aids prepared under this project
- b) The bidder will maintain a copy of all the training material on the Web-based centralized system and access will be provided to relevant stakeholders depending on their need and role. The access to training on the portal would be finalized with DULB. The bidder has to ensure the following points:

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- For each training session, the bidder has to provide the relevant training material copies to all the attendees.
- The contents developed shall be the property of DULB will all rights.

2.5.1.4. Proposed Training Requirements

- The bidder has to ensure that the personnel deployed for training are properly qualified and understand the area of their training in depth. This section covers the number of training that is required.
- The indicative number of training sessions envisaged as of now are given in Section of Operations and Management. These numbers and scope of training would be revised and finalized during the project initiation phase.

2.5.2. Change Management

Change management initiative shall focus on addressing key aspects of project including building awareness among stakeholders. Change management shall also include development and execution of communication strategy for stake holders. Change management workshops shall be planned and conducted based on needs of various stakeholders of Primary Sector System. Key considerations for Change management process are given below:

S. No	Description
1.	Impact assessment – In the light of changes, how are current functioning, ULB Hierarchy, roles and responsibilities going to get impacted.
2.	Assess change readiness – How ready departments and stakeholders are? Are there any potential blockers? Stakeholder issues and concerns etc.
3.	Design change management approach – This is to come up with an optimal way of implementing Centralized Web-Based System (Phases, pilot groups etc.) and time frames.
4.	Develop change plan – This includes creating plan, identifying milestones, developing benefit tracking mechanisms
5.	Define change governance – Including appropriate decision making and review structures

A special consideration will have to be given to Change communication strategy, planning and execution given below are recommended steps are listed below:

S. No	Description
1.	Conduct a Baseline Communication Assessment
2.	Develop and validate Communications Strategy

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Department of Urban Local Bodies,
Gurgaon, Haryana



3.	Develop and Validate Communication Plan
4.	Implement Communications Programs
5.	Measure Results of Communication plan
6.	Adjust Communications Program

2.6. Operations & Maintenance

Post go-live and stable operations, bidder is expected to provide operations and maintenance services for the entire solution deployed including software, Hosting support at Data Centre, etc. for a period as defined. This includes:

- Survey of supplementary properties: - Every year 3% rise (indicative estimate) in number of properties is envisaged. The Bidder must perform the survey for the supplementary properties every year during the O&M phase
- Provision, deployment and supervision of personnel required by DULB
- Manage entire project from conceptualization to operationalization and maintenance as well as subsequent transfer of infrastructure/ applications and handholding for a period of six months from the end of this contract.
- Defining exit management program and knowledge transition to DULB/ concerned MC officials
- Any additional overarching requirements of the solution for strengthening the services relating to DULB and this project.
- Any other overarching requirements of solution not covered above but required by bidder to ensure proper functioning of solution.

The bidder will operate and maintain all the components of the proposed System for a period of four (4) years after Go-Live date. During O&M phase, the bidder shall ensure that service levels are monitored on continuous basis; service levels are met and are reported to DULB. After Go-Live, if any system/sub-system that is deployed during the O&M phase must be added in the proposed system. The bidder needs to implement suitable Performance Improvement Process (PIP) as may be required in the project. The bidder needs to submit its detailed approach for any such modification /business process re-engineering in its technical proposal. The bidder will ensure that at no time shall any data of the proposed System be ported outside the geographical limits of the country.

Director
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New Delhi, Chandigarh



2.7. Project Management

Some of the key project management governance requirements are covered in this section. The bidder is expected to detail the governance framework in its proposal and can also propose its own governance structure as part of response to this RFP. The bidder's proposed governance model will be discussed between bidder and DULB at the time of on-boarding. The final governance model needs to be approved by DULB.

Project Monitoring Committee (PMC)

A Project Management office may be set up during the start of the project. The PMC will, at the minimum, include a designated full time Project Manager from bidder. It will also include key persons from other relevant stakeholders like DULB, ULBs, PMU, Consultant, etc. and other officials / representatives by invitation. The operational aspects of the PMC need to be handled by the bidder including maintaining weekly status, minutes of the meetings, weekly/monthly/project plans, etc.

PMC will meet formally on a fortnightly basis covering, at a minimum, the following agenda items:

- Project Progress
- Delays, if any – Reasons thereof and ways to make-up lost time
- Issues and concerns
- Performance and SLA compliance reports;
- Unresolved and escalated issues;
- Change Management - Proposed changes, if any
- Project risks and their proposed mitigation plan
- Discussion on submitted deliverable
- Timelines and anticipated delay in deliverable if any
- Any other issues that either party wishes to add to the agenda.

During the development and implementation phase, there may be a need for more frequent meetings and the agenda would also include:

- Development status
- Testing results
- IT infrastructure hosting and deployment status
- Any other issues that either party wishes to add to the agenda.



Bidder shall recommend PMC structure for the project implementation phase and operations and maintenance phase.


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2.7.1. Steering Committee

The Steering Committee may consist of senior stakeholders from DULB, DULB nominated / invited personnel and bidder. Bidder will nominate its head or his / her immediate sub-ordinate to be a part of the Project Steering Committee.

The bidder shall participate in monthly Steering Committee meetings and update Steering Committee on Project progress, Risk parameters (if any), Resource deployment and plan, immediate tasks, and any obstacles in project. The Steering committee meeting will be a forum for seeking and getting approval for project decisions on major changes etc.

All relevant records of proceedings of Steering Committee should be maintained, updated, tracked and shared with the Steering Committee and Project Management Office by bidder.

During the development and implementation phase of the project, it is expected that there will be at least a monthly Steering Committee meetings. During the O&M phase, the meetings will be held at least once a quarter.

Other than the planned meetings, in exceptional cases, DULB may call for a Steering Committee meeting with prior notice to the Bidder.

2.7.2. Roles & responsibilities of the stakeholders in the project implementation

2.7.2.1. Project Management Unit

Project Management Unit will be engaged to support the implementation of the system and will monitor the following:

- Overall project planning and management in collaboration with DULB, DULB would be supervising the overall progress of the project, monitor conformance with the timelines, budgets and service levels.
- Assist in finalizing requirements
- Review the scope and technical solutions covering all components provided by the bidder
- Acceptance testing and acceptance
- Perform structured transition and rollout
- Post-deployment reviews
- Confirm and monitor service levels through the engagement with the bidder through periodic reviews
- Monitor the implementation of the project according to the project plan and report to the DULB
- Assess the progress of the implementation and recommend to DULB on release of funds to the bidder


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2.7.2.2. Bidder

DULB envisages an integrated approach to implementation. Accordingly, all the implementation components at the state level are "bundled" and contracted out to a single Systems Integrator (SI) who would act as a single point of contact and accountability for the implementation, integration and performance of the system for DULB. The bundle of services would include the following:

- Program Planning and Management
- The SI would develop and deploy required functionality that is scoped under the project
- Host the Solution
- Capacity building & Change management
- Awareness and Sensitization of benefits of IT along with the application level training, Trainers Training, System Administration and Support Training, Handholding support
- Utilization Statements/ Progress Reports
- Application, System and Network Maintenance
- Helpdesk Support
- Operations and Maintenance for 4 years

The bidder would be held responsible for the outcomes of the program and their payments would be linked to the progress of the project as well as the outcomes of the program. The payment schedule will be based on achieving milestones of the Project as well as on accomplishing those milestones with predefined SLAs and Standard.

2.7.2.3. DULB

- Reviewing the Request for proposal
- Issue of the LOI to the successful bidder
- Contract signing with selected bidder
- Policy Directions and Guidance for successful execution of the Project,
- Creating a supporting environment for the success of the project
- Timely Release of Payments to SI as per contract
- Approval of Documents/ Deliverables
- Approval of various Project Components and Functionalities to be covered in the Project
- Review progress of the Project
- Ensure proper Training arrangements
- Ensure deployment of appropriate handholding personnel
- Other important policy and procedural issues



2.7.3. General Requirements

- a) Within the defined timelines, bidder shall prepare a comprehensive project plan for entire project covering detailed tasks which are to be carried out as a part of this project along with delivery schedule and key milestones.
- b) Bidder should setup a project management information system which will enable sharing of project plan, regular status updates, issue register with all stakeholders involved
- c) Bidder should define the project governance structure detailing and highlighting roles and responsibilities for all stakeholders involved from bidder's team, DULB and other stakeholders. Requirements that are expected from DULB need to be jointly arrived at and have to be signed off between the bidder, DULB and all relevant parties involved.
- d) Bidder is expected to detail the project implementation approach, phases involved, highlighting dependencies
- e) Project plan should necessarily cover areas of time, scope, quality, and risk management for the entire project.
- f) Plan should also include a work breakdown structure detailing various components expected as outcomes which need to be mutually agreed with DULB.
- g) Considering that the project involves a major transformational change within ULB's, bidder will be expected to detail out a comprehensive change and communications management strategy and plan.
- h) The project plan will be revised within mutually decided timeline and shared with all stakeholders
- i) Bidder along with DULB's consent will define a change control procedure to monitor implementation of any changes in the contract subject to conditions as laid out in this RFP. No change will be accepted without approval of the change control board (CCB) formed and defined as a part of project governance structure.
- j) Schedule for deployment of personnel will be shared upfront with DULB and will comply with the conditions as laid down in this RFP.
- k) The project will be managed out of DULB office in Panchkula. At all points in the execution of the project, key senior resources including the project manager must be based at DULB office. Although the project development/execution shall be undertaken from the SI premises/ project areas as required.

2.7.4. Initial Composition, Full Time Obligation; Continuity of Personnel

- a) Bidder shall ensure that each member of the Key Personnel devotes substantial working time to perform the services to which that person has been assigned as per the proposal.
- b) Bidder shall not make any changes to the composition of the Key Personnel and not require or request any member of the Key Personnel to cease or reduce his or her involvement in the provision of the Services during the Term (or agree to any request other than from DULB that would have the same effect):

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- Unless that person resigns, is terminated for cause, dies, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires; and without DULB's prior written consent. The clauses of non-disclosure agreement shall always operate in any such case.
 - Bidder shall promptly notify DULB of its intention to re-hire any member of the Key Personnel who had resigned from bidder in the previous 12-month period. DULB shall have the right to request that any member of the Key Personnel who resigns and is re-hired by bidder within 12 months of the resignation date be re-assigned to the provision of the Services.
- c) In case the resource has resigned, then the bidder has to inform DULB within one week of such resignation.
- d) Bidder shall promptly initiate a search for a replacement and use commercially reasonable efforts (including the expenditure of reasonable sums, such as to engage the services of a recruiting firm) to ensure that the role of any member of the Key Personnel is not vacant for any longer than 30 days, subject to reasonable extensions requested by bidder of DULB.
- e) Before assigning any replacement member of the Key Personnel to the provision of the Services, bidder shall provide DULB with:
- A resume, curriculum vitae and any other information about the candidate that is reasonably requested by DULB; and
 - An opportunity to interview the candidate, if required.
- f) The bidder has to provide replacement resource, who scores at least the same marks as the resource proposed originally on the same evaluation parameters defined in this RFP document. Once this confirmation is received, DULB may request for an interview of the candidate and notify bidder within mutually agreed timelines. If DULB does not request an interview within mutually agreed timelines then it would be deemed as accepted.
- g) If DULB does object to the appointment, bidder shall not assign the individual to that position and shall seek an alternative candidate.

2.7.5. Solicitation of Employees

- a) During the Termination Period and thereafter, DULB shall have the right to solicit and hire:
- In case of a termination for convenience, all members of the Key Personnel; and
 - In case of a termination other than for convenience, all members of the Key Personnel; plus, in each case, any two members of the bidder Team (other than Key Personnel) of bidder's choice and at its sole discretion.



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2.7.6. Transition and Exit Management

- a) The bidder shall submit a structured & detailed Transition and Exit Management plan along with its technical proposal. DULB will evaluate all the Transition and Exit management plans submitted by various bidders. DULB will adopt the best plan which will be implemented by the selected bidder. The bidder needs to update the Transition and Exit management on half yearly basis or earlier in case of major changes during the entire contract duration. The plan needs to be discussed and approved by DULB.
- b) At the end of the contract period or during the contract period or contract termination, if any other agency is identified or selected for providing services related to DULB's scope of work, the bidder shall ensure proper and satisfactory Transition is made to the other agency. In case DULB wants to take over the project itself, then bidder has to ensure proper transition to the DULB team.
- c) All risk during transition stage shall be properly documented by bidder and mitigation measures are planned in advance so as to ensure smooth transition without any service disruption.
- d) The bidder shall provide necessary handholding and transition support. This includes:
 - o The bidder has to ensure complete documentation for the entire system is handed over to DULB or its appointed agency, if any.
 - o The bidder to handover all AMC support related documents, credentials etc. for all OEM products supplied/maintained for the implemented/ proposed system.
 - o The bidder must ensure that no end of support products (software/hardware) are existing at time of transition in the implemented system
 - o Bidder to handover the list of complete inventory of all assets created for the project
 - o Bidder to assist the new agency/DULB in complete audit of the system including system licenses and physical assets
 - o Bidder shall close all critical open issues as on date of exit. All other open issues as on date of Exit shall be listed and provided at DULB.
- e) Bidder shall provide all knowledge transfer of the system to the incoming SI / Bidder to the satisfaction of DULB as per the specified timelines.
- f) Bidder shall be released from the project once successful transition is done meeting the parameters defined for successful transition.

3. Change Request and Control

The change control schedule will be govern by Schedule II of Volume 3 Master Service agreement from section 37.1 to 37.8.



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/s/ [Signature]
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4. Annexure

4.1. Annexure – 1 (A): Data Input parameters for Asset Property

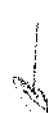

Following is the indicative list of the fields to be collected for Asset Property Survey:

Sr. No	Field Details	Unit of Measurement	Details	Mandatory (M) for the bidder at the time of Survey/ Support From ULB (U)	Methodology for Capturing Response
1.	Old Property Number	-		U	Earlier Database of Properties available with ULB
2.	Assessment year	-		U	Earlier Database of Properties available with ULB
3.	Old Assessment Value	-		U	Earlier Database of Properties available with ULB
4.	Old Assessment Year	-		U	Earlier Database of Properties available with ULB
5.	City Survey Number	-		Optional	ULB / Revenue Dept.
6.	Name of the Property Owner	-		M	Aadhaar Integration



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Sr. No	Field Details	Unit of Measurement	Details	Mandatory (M) for the bidder at the time of Survey/Support From U.L.B./U)	Methodology for Capturing Responses
7.	UID number of Property Owner	-		Optional. If owner can provide the same, it shall be captured	Survey
8.	Type of Owner i. Private ii. Public iii. Government iv. Municipality v. Co-op Society (CHS) vi. Other	-		M	Survey
9.	Name of Occupier	-		M	Survey
10.	UID number of Occupier	-		Optional. If occupier can provide the same, it shall be captured	Survey
11.	Address of Property	-		M	Survey
12.	Name of the Property			M	Survey
13.	Postal Pin code of Property	-		M	Survey
14.	Latitude	-		M	GPS on mobile
15.	Longitude	-		M	GPS on mobile



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Sr. No.	Field Details	Unit of Measurement	Details	Mandatory (M) for the bidder at the time of Survey/ Support From ULB (U)	Methodology for Capturing Response
16.	Category of Property 01 – Owner 02 – Occupier 2A – Lease or Rent 2B – Encroacher	-		M	Survey
17.	Copy of rental agreement if available	-		M	Survey
18.	Nature of Property i. Open Plot ii. Individual Bungalow iii. Twin/Duplex Bungalows iv. Apartments v. Row House vi. Building	-		M	Survey
19.	Building Permission i. Yes ii. No	-		M / U	Survey / Earlier Database of Properties
20.	Year of Building Permission	-		M / U	Survey / Earlier Database of Properties
21.	Year of Building Construction	-		M	Survey
22.	Approximate age of Building	-		M	Survey



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Sr. No	Field Details	Unit of Measurement	Details	Mandatory (M) for the bidder at the time of Survey/ Support From ULB (S)	Methodology for Capturing Response
23.	Telephone Number	-		Optional. If owner/occupier can provide the same, it shall be captured	Survey
24.	Email ID	-		Optional. If owner/occupier can provide the same, it shall be captured	Survey
25.	Usage of Property i. Residential ii. Commercial iii. Institutional iv. Religious v. Government	-		M	Survey
26.	If Commercial, name of shop, Industry Items they are trading/manufacturing	-		M	Survey
27.	Width of road on which plot is located	Mts.		M	Tape
28.	Total Plot area	Sq. Mts.		M	Tape
29.	Total Plinth area	Sq. Mts.		M	Tape
30.	If group housing, then whether sewage treatment facility available	-		M	Survey



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Sr. No.	Field Details	Unit of Measurement	Details	Mandatory (M) for the bidder at the time of Survey/ Support From ULB (U)	Methodology for Capturing Response
Floor-wise details					
31.	Floor Number	-		M	Survey
32.	Floor wise Carpet area	Sq. Mts.		M	Laser Distance Meter (Distometer)
33. S	Floor wise type of construction a) Kuccha b) Load Bearing c) RCC d) High RCC	-		M	Survey
34.	Floor wise type of use a) Residential b) Commercial c) Institution d) Religious e) Government	-		M	Survey
35.	Self-Occupied/Rented	-		M	Survey
36.	Year of Floor Construction	-		M	Survey
37.	Rental value	Rs.		M	Survey
38.	Room No	-		M	Survey
39.	Rainwater harvesting	-		M	Survey
40.	Solar Unit	-		M	Survey
41.	Number of Toilets	-		M	Survey



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Sr. No.	Field Details	Unit of Measurement	Details	Mandatory (M) for the bidder at the time of Survey/Support from ULB (U)	Methodology for Capturing Responses
42.	Water connection i. Mun ii. Bore iii. Mun + Bore iv. Well	-		M	Survey
43.	Water pipe size	Mm		M	Survey
44.	Water Meter (Y/N)	-		M	Survey
45.	Electricity Connection	-		M	Survey
46.	Stair/Lift	-		M	Survey
47.	Drain(01)/ Septic tank (02)	-		M	Survey
48.	If septic tank, please provide dimensions				Survey
49.	Advertisement of Building Yes/No	-		M	Survey
50.	Type of advertisement	-		M	Survey
51.	Photograph of Building property atleast from 2 visible locations				Mobile

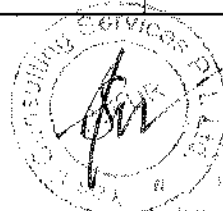


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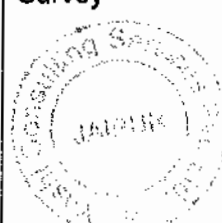
4.2. Annexure – 1 (B): Data Input parameters for Land Property

Following is the indicative list of the fields to be collected for Land Property Survey:

Sr. No.	Field Details	Unit of Measurement	Details	Mandatory (M) for the bidder at the time of survey/ Support From ULB (U)	Methodology for Capturing Response
1.	Old Land ID	-		U	Earlier Database of Properties available with ULB
2.	Assessment year	-		U	Earlier Database of Properties available with ULB
3.	Old Assessment Value	-		U	Earlier Database of Properties available with ULB
4.	Old Assessment Year	-		U	Earlier Database of Properties available with ULB
5.	Name of the Assesse/ Lessor / Lessee / Sub Lessee			M	Survey
6.	Name of the Present owner			M	Aadhar Integration
7.	UID number of Land Owner	-		Optional. If owner can provide the same, it shall be captured	Survey



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Sr. No	Field Details	Unit of Measurement	Details	Mandatory (M) for the bidder at the time of survey/submit From ULB (U)	Methodology for Capturing Responses
8.	E-mail and Telephone Details				Survey
9.	Type of Owner i. Private ii. Public iii. Government iv. Municipality v. Co-op Society (CHS) vi. Other	-		M	Survey
10.	Address of Land	-		M	Survey
11.	Postal Pin code of Land	-		M	Survey
12.	Latitude	-		M	GPS on mobile
13.	Longitude	-		M	GPS on mobile
14.	Nature of Land Property i. Open Plot ii. Individual Bungalow iii. Twin/Duplex Bungalows iv. Apartments v. Row House vi. Building			M	Survey 
15.	Boundaries of the Land				
	North	Mts.		M	Survey
	West	Mts.		M	Survey



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Sr. No.	Field Details	Unit of Measurement	Details	Mandatory (M) for the bidder at the time of survey/ Support From ULB (U)	Methodology for Capturing Response
	South	Mts.		M	Survey
	East	Mts.		M	Survey
16.	Description of Land Property i. Residential ii. Commercial iii. Institutional iv. Religious v. Government			M	Survey
17.	Width of road on which plot is located	Mts.		M	Survey
18.	Photograph of land property at least from 2 visible locations				Mobile



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4.3. Annexure – 2: Standard Performa for Property Survey DULB

Following are the Tables showing the indicative details of Code and ID with Type Fields for collection of property details:

District Code	District Name
XX	XXXXXX

Municipal Master					
MC Name	MC Code	MC Name	MC Code	MC Name	MC Code
XXXXXX	XX	XXXXXX	XX	XXXXXX	XX

Area Type Master	
Area Type Code	Area Type
1	Lal Dora
2	Regularized Colony
3	Planned Colony
4	Unapproved Colony
5	Others

Ownership Type Master	
Ownership Type Id	Ownership Type
1	Individual
2	Company/Firm
3	Partnership
4	State Government Building
5	Central Government Building
6	Autonomous Bodies Building / Semi-Govt. Building
7	Others

Area Unit Master	
Property Area Unit Id	Unit
A	Acre
B	Sq. Yard
C	Sq. Feet



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TABLE - VI Length Breadth Unit Master	
A	Yard
B	Feet

TABLE - VII Floor Master	
Floor Id	Floor
V	Vacant Plot
B1	Basement I
B2	Basement II
B3	Basement III
GF	Ground Floor
1F	First Floor
2F	2nd Floor
3F	3rd Floor
Continue	

TABLE - VIII Usage Master	
Usage Id (UID)	Usage Description
1	Self- Occupied
2	Rented
3	Parking

TABLE - IX Rebate Master	
RID	Rebate Description
1	No Rebate
2	Religious Property
3	Orphanages
4	Alm Houses
5	Municipal Buildings
6	Cremation / Burial Grounds
7	Dharamshala
8	Central and State government Educational Institutions
9	Government Hospitals
10	Self Defence / Paramilitary Force Personnel
11	Ex-service / Paramilitary Force Personnel /his/her spouse



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12	Families of deceased soldiers / ex-servicemen / ex-central paramilitary forces personnel
13	Self-Occupied Resi. House occupied by Freedom Fighter
14	War Widow
15	Horticulture/Agriculture
16	State Government Buildings (except Boards/Corporation/Undertakings/Autonomous Bodies)

PC ID	Property Category	PT ID	Property Type	PS ID	Property Sub Type		
1	Residential	1	House	1	Independent House		
				2	Independent Flat		
		2	Flat	3	Housing Society		
				4	Independent		
2	Commercial	3	Shop	5	Shop		
				4	Commercial Space	6	Shopping Malls
		7	Multiplex			8	Commercial Office
				9	Industry	9	Industry
4	Institutional	6	Commercial			10	Commercial
				7	Educational Institutional	11	Educational
						8	Non Commercial Institutional
5	Vacant Plot	9	Residential	13	Residential		
				10	Commercial	14	Commercial
		11	Industrial/Institutional			15	Industrial / Institutional
				6	Special Category	12	Private Hospital
17	51 to 100 Beds						
18	More than 100 Beds						
13	Marriage Palace	19	Marriage Palace				

Construction Type Master	
Const Type	Const Desc
1	Super RCC
2	RCC/RBC
3	ACC
4	Wooden Batton
5	Vacant Plot



Signature
 Name of the Officer
 Designation, Department

Master for Shops in notified HDAMB Market	
A	Shops
B	Booths

Following is the indicative property ID scenario and bidder can suggest best practices from different cities and take sign off from the DULB on the property ID construct.

<p>Property ID: - In Property ID MMM is Municipal Code CCCCCC means Colony Code, SSSS means Street Code HHHHH means House Number.</p> <ul style="list-style-type: none"> • 18 Digit Code • [MMM + CCCCCC + SSSS + HHHHH] <p>HHHHH are alpha numeric in nature and no special character such as @ # \$ % * - etc. is to be used. House number should be kept similar as given by Govt. departments or colonizers for colonies/sectors.</p> <ol style="list-style-type: none"> 1. District Code should be taken from the table given above. (Table – I) 2. MC Code is the municipal code should be taken from table given above. (Table – II) 3. Colony Code is the code generated by municipality online in application 4. Ward no. is the number of ward of the municipality. 5. If the municipality has divided its area in zone than same no. to used otherwise 1 to be used. 6. Street Code should be generated on the prescribed street survey format and the same to be used. 	<ol style="list-style-type: none"> 19. Longitude of the property is to be taken at the center of the front boundary wall of the plot. 20. Water connection from Govt. supply is there then use "Y" otherwise use "N". 21. Sewerage connection with Govt. sewerage is there then use "Y" otherwise use "N". 22. Year of sewerage connection is the year in which house sewerage connected with the main sewerage. 23. If the owner belongs to BPL than use "Y" otherwise use "N". 24. If owner belongs to BPL category than enter the BPL card no. 25. In these parameters details are to be filled for the buildings not used for residential or Govt. purpose. <ol style="list-style-type: none"> a) Name displayed on the building to be entered. b) Type of business should be entered in this column. c) Year of establishment of 1st Business to be enter in this column.
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<p>7. House/Property no. is the number which is in use or given by Govt. department such as HUDA, Improvement Trust, etc. or colonizers.</p> <p>8. Old property ID is the number given in the existing property registrar maintained in the municipality.</p> <p>9. Area type code should be filled up from the table given above. (Table – III)</p> <p>10. Ownership type code should be filled up from the table given above. (Table – IV)</p> <p>11. In owner details, details of all the owners should be given for individual properties.</p> <p>12. Property Area is the plot area.</p> <p>13. Measurement unit is the unit in which property area has been taken and code to be used be taken from the table above. (Table – V)</p> <p>14. Year of occupation of building is the year in which owner occupied the building.</p> <p>15. Length of the property is the length of the plot.</p> <p>16. Width of the property is the width of the plot.</p> <p>17. Measurement unit is the unit taken in the measurement of length and width of the plot. (Table – VI)</p> <p>18. Latitude of the property is to be taken at the center of the front boundary wall of the plot.</p>	<p>26. Construction Detail:-This table is to be filled for all buildings irrespective of no. of floors.</p> <p>(i) Details of all floors are to be entered floor wise as well as usage wise in case of all the buildings except flats. For example there is a building of mix use of two storey having shop and residence at ground floor and residence at first floor then in that case entry for residential area of each floor are to be entered floor wise in separate rows of table and shop/shops in separate row of the table. In case of multistoried flats, flat wise Performa to be filled along with floor id.</p> <p>(ii) Floor ID is the floor whose details are to be entered in table and ID to be taken as per Table – VII.</p> <p>(iii) Usage ID is the ID to be taken from Table – VIII.</p> <p>(iv) Rebate ID is the ID for which rebate is to be claimed as per Table – IX otherwise to be left blank.</p> <p>(v) PC ID, PT ID and PSID to be taken from Table – X.</p> <p>(vi) Type of construction to be taken from Table – XI.</p> <p>27. If the shop / shops falls in Grain Market / SubziMandi / Timber Market / Sub-Market yard notified by HSAMB use "Y" otherwise "N".</p> <ul style="list-style-type: none"> • If the shop/ shops falls in Grain Market / SubziMandi / Timber Market / Sub-Market yard notified by HSAMB than use Table – XII.
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4.4. Annexure – 3: SLAs related to validation of 10% of surveyed land/building assets

Sr. No	Service Level	Penalty
1.	For submitted property survey data of any property, if there is up to 5% of error identified by the Audit Agencies	No penalty imposed. The Successful Bidder(s) is required to perform re-survey of the identified properties and correct the erroneous data entries. No additional payment would be made for re-survey.
2.	For submitted property survey data of any land/ asset property, if there is up to 10 % of error identified by the Audit Agencies	2* 'X' Where X= Price Quoted by the Bidder for property survey. The bidder will be penalized 2 times the rate quoted for the number of properties in which errors were identified by the audit agencies. The Successful Bidder(s) shall be required to perform re-survey of the identified properties and correct the erroneous data entries. No additional payment would be made for re-survey.
3.	For submitted property survey data of any land/ asset property, if there is more than 10 % and upto 15% of error identified by the Audit Agencies	4* 'X' Where X= Price Quoted by the Bidder for property survey. The bidder will be penalized 4 times the rate quoted for the number of properties in which errors were identified by the audit agencies. The Successful Bidder(s) shall be required to perform re-survey of the identified properties and correct the erroneous data entries. No additional payment would be made for re-survey.
4.	For submitted property survey data of any land/ asset property, if there is more than 15 % and upto 20% of error identified by the Audit Agencies	8 * 'X' Where X= Price Quoted by the Bidder for property survey. The bidder will be penalized 8 times the rate quoted for the number of properties in which errors were identified by the audit agencies. The Successful Bidder(s) shall be required to perform re-survey of the identified properties and correct



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		the erroneous data entries. No additional payment would be made for re-survey.
5.	For submitted property survey data of any land/ asset property, if there is more than 20 % of error identified by the Audit Agencies	Termination of Contract without clearing any of the pending invoices
6.	For completion of survey in the defined timelines as per the time schedule given in RFP	In case the survey is not completed in the defined timelines as specified in the RFP the bidder will be charged 1% per month penalty on the balance amount to be paid for survey maximum upto 10%, beyond which the contract will be terminated without clearing any of the pending invoices

4.4.1. Error Definitions:

In the above table error shall mean any one of the following:

- a) Errors in capturing internal measurements such as carpet area and Plot area etc. This shall be validated against the data captured by validation/audit agencies. Differences in the measurements upto 10% can be ignored. But for more than 10% it shall be considered as an error.
- b) Data Captured for all mandatory fields shall be validated by the audit agencies for all the fields other than those mentioned in (a).
- c) Discrepancies between the data captured by survey agencies and audit agencies shall be analysed and accordingly errors will be calculated.

Maximum Penalty applicable to the bidder shall not exceed 10% of the Total Work Order value till the completion of property survey. If the total Penalty exceeds beyond 10%, it would be considered as non-conformance to the Quality of Services and may lead to termination of the Contract and DULB may on their sole discretion cancel the order and go afresh with the entire property survey exercise without clearing any of the pending payment of the bidder and forfeiting the performance bank guarantee submitted by the bidder after receiving the order.



(Signature)
 Director
 Department of Urban Local Bodies
 Chandigarh

4.5. Annexure – 4: Details & Features of Property Survey Mobile Application

The key features of the mobile application are explained in Section 2.2 of Property Assessment Survey.

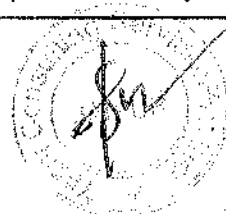
4.5.1. Functional Requirements Specifications

Some of the major modules required for the Mobile application are as follows:

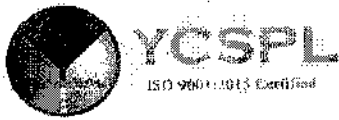
Sr. No.	Module	Key Features
1)	Login Module	User Role based login
2)	User Management	User administration module User authentication and data storage for user accounts.
3)	Form Builder	Create & Edit Forms, Drag and Drop customise fields
4)	Asset Management	
	<ul style="list-style-type: none"> New Property Geo-tagging 	Property locations tagging. New Points, Line, Polygons creation, Photographs tagging, etc.
	<ul style="list-style-type: none"> Old Property Geo-tagging 	Identification of property assessed or non-assessed. New Points, Line, Polygons creation, Photographs tagging, etc.
	<ul style="list-style-type: none"> Rejected Properties 	Details for properties submitted, reasons of rejections
	<ul style="list-style-type: none"> Duplicate Properties 	Duplicate properties records details, provision to delete or merge these duplicate records.
5)	Geo-Tagging	Images – stored in .jpeg format (Best compressed format)
6)	Map Interface	Basic Map Controls like Zoom In & Zoom Out, Current Location, Map navigation, Info Tool, GPS Navigation, GIS Layer On & Off, Legend Window, Attribute Window
7)	Map Analysis	Categorization of Geo-tagged points using different symbology; Colour coding for door lock, deny survey, under construction, broken building, start survey, owner not available, incomplete survey;

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		Add Spatial features (Point, Line, Polygon), Merge layers, Basic Query, Attribute management
8)	Integration	Should work in Offline mode for Data Capturing Access and configurable with Laser Distance Meter or Electronic Measuring Device
9)	Alerts & Notifications	Alerts for rejection, duplications and notifications of reassigned Properties
10)	Reporter	Users can view and customize the reports as per his/her role and requirements., Reports auto generated by system Generates reports, charts and graphs; user analysis



Director
Office of the Director
Haryana State Revenue



ANNEXURE-1
EY

No.: YCSPL/PS/6 CLUSTERS/HARYANA/2018-19/

Dated: 14.08.2018

Superintending Engineer IT,
DULB Panchkula
Panchkula

Sub.: Written statement for conducting property tax survey for Dept of ULB for all six clusters.

Ref.: Yours letter no. 9015 dated 14.08.2018.

Sir,

With reference to the clarification/consent required that as presented and explained by our representative during presentation of above said work before committee, that to maintain the quality of work, the integration of the surveyed property on survey data or vice versa shall be done by using Drone/UAV imagery as base map service, at no extra cost.

So kindly treat it as our consent in interest of quality & our sincere attempt toward timely completion of the project.

For Yashi Consulting Services Pvt. Ltd.
[Signature]
Director
(Authorised Signatory)
Submitted bid

[Signature]
Director
Clusters and Markets
Haryana Department

