MASTER SERVICE AGREEMENT

DATED: [●]

BETWEEN

INDIA TRADE PROMOTION ORGANIZATION

(**ITPO)**

AND

[•]

(SYSTEM INTEGRATOR)

MASTER SERVICE AGREEMENT

This Master Service Agreement("**Agreement**")is made at New Delhi on the [•] day of [•], 2024 (hereinafter referred to as the "**Execution Date**"), by and between:

India Trade Promotion Organisation, a company incorporated under the Companies Act, 1956 and having its registered office situated at Pragati Bhawan, Pragati Maidan, New Delhi- 110001 (hereinafter referred to as "**ITPO**", which expression shall include itssuccessor, unless repugnant to or excluded by the contract here of and assignees of andrepresented by its Managing Director, ITPO of the **FIRST PART;**

AND

[•]a companyduly incorporated under the provisions of the Companies Act, 1956/2013 and having its registered office at [•]and CIN [●] (hereinafter referred to as the **"System Integrator",**which expression shall,unless it be repugnant to the context or meaning thereof, be deemed to include his/its successors heirs, executors, representatives and or permitted assignees of the **SECOND PART;**

ITPO and the System Integrator shall hereinafter collectively be referred to as "**Parties**" and individually as "**Party**".

WHEREAS:

A. ITPO is a premier trade promotion organization under the Ministry of Commerce and Industry, Government of India, that manages India's premier trade fair complex, Pragati Maidan in New Delhi and is committed to showcase excellence achieved by India in diverse fields, especially in trade and commerce.

B. ITPO is desirous of designing, developing, implementing and provide support of aDigital Platform aimed at transformingthe ITPO's operations making them more efficient, transparent and data-driven,in relation to which ITPO issued a Request for Proposal dated [•](hereinafter referred to as the "**RFP**") for inviting bids for the selection of a system integratorto provide theServices mentioned herein.

C. ITPO received several bids from interested bidders and pursuant to evaluation as per the criteria mentioned in the RFP, ITPO has selected the System Integrator herein, to render Services mentioned in this Agreement in relation to the Project.

D. The System Integratoris a body corporate engaged in [•]and hereby represents that it has requisite expertise, knowledge and has expressed their interest in providing the Services to ITPO.

E. The Parties are now entering into to reduce the terms of their understanding in writing in relation to the Services to be provided by the System Integrator..

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

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following terms, to the extent not inconsistent with the context thereof, shall have the meanings assigned to them herein below. All other terms as stated in this Agreement and not defined shall have the same meaning as stated in the RFP.

1.	"Applicable Law"	All laws, brought into force and effect by Government of India including rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of ITPO and Bidders or any other party, as may be in force and effect during the subsistence of this Agreement.
2.	"Application"	The mobile application, forming part of the Digital Platform, to be developed by the Successful Bidder in accordance with this Agreement in respect of which customization and development the application shall be undertaken by the System Integrator in accordance with the Scope of Work.
3.	"Associate"	An individual or any other person in relation to either the Bidder and/or Consortium Members, who controls, is controlled by such Bidder, or is under the common control of such Consortium Members.
4.	"Articles of Association"	shall mean Articles of Association of the System Integrator.
5.	"AS-IS Study"	shall mean the study of present and exiting circumstances.
6.	"Bank"	Any financial institution registered under the Banking Regulation Act, 1949 and named by the Successful Bidder in the Performance Bank Guarantee.
7.	"Central Government"	Government of India
8.	"Date of Implementation"	Shall mean the day falling at the end of 280 days from the Execution Date and shall such date on which the Digital Platform is ready to Go-Live.
9.	"Digital Platform"	The Mobile Application, Web Portal and other solutions to be developed by the System Integrator in accordance with this Agreement.
10.	"e-Procurement Website"	The Central Public Procurement Portal Website: https://eprocure.gov.in/eprocure/app
11.	"Exit Management Schedule"	shall mean Schedule IX forming part of this Agreement.

12.	"Force Majeure"	shall mean such events beyond the reasonable control of the ITPO or of the System Integrator, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, details of which are further provided in Clause 23 of this Agreement.
13.	"Government"	Government of India
14.	"Go-Live"	Shall be the date of completion of Phase-I i.e. Implementation of Work and the Date on which the Digital Platform is live
15.	"GFR Rules"	shall mean General Financial Rules that are a compilation of rules and orders of Government of India to be followed by all while dealing with matters involving public finances.
16.	"GST"	Goods and Services Tax payable under Central Goods and Service Tax Act, 2017
17.	"IECC"	International Exhibition-cum-Convention Centre.
18.	"India Trade Promotion Organization" or "ITPO"	India Trade Promotion Organization includes any of its employees, officers, directors, advisors, consultants, contractors and/or agents, constituting the trade organization under the aegis of Ministry of Commerce and Industry, Government of India which is the Bid inviting Authority.
19.	"India Stack Alignment"	shall mean a set of APIs that allows governments, businesses, startups and developers to utilisea unique digital Infrastructure to solve India's hard problems towards presence-less, paperless, and cashless service delivery.
20.	"Intellectual Property" or "IPR"	shall have the meaning ascribed under Clause 26 of the Agreement.
21.	"Material Breach"	shall mean the breach that substantially defeats the purpose of the contract, or relates to an essential element of the contract, and deprives the injured party of a benefit that he or she reasonably expected.
22.	"MeitY"	The Ministry of Electronics and Information Technology.
23.	"Memorandum of Association"	shall mean Memorandum of Association of the System Integrator.
24.	"Modules"	The specific modules to be developed and/ or integrated by the System Integrator into the Digital Platform in accordance with this Agreement.
25.	"Notification of Award"	Communication in writing or by fax or email by ITPO to the System Integration about the acceptance of their Bid.
26.	"Parties"	shall mean parties to the Agreement.

27.	"Performance Bank Guarantee" or "PBG"	The performance bank guarantee to be furnished by the Bidder in accordance with this RFP.
28.	"Phase-I"	The implementation work that is required to be completed in accordance with the specifications and prescribed standards within 280 days from the Execution Date.
29.	"Phase II"	The operations and maintenance work that shall be undertaken during a course of 51 months from the Date of completion of Implementation Phase
30.	"Project"	shall have the meaning ascribed to it in Clause 3 of this Agreement.
31.	"Request for Proposal" or "RFP"	shall mean the Request for Proposal or RFP issued by ITPO on 11.06.2024 for inviting bids from potential bidders to undertake design, develop and implementation of a comprehensive Digital Platform for ITPO together with all annexures and any clarifications, amendments, addenda, corrigendum, etc. as may be issued from time to time by ITPO.
32.	"ROC"	Registrar of Companies
33.	"Services"	Shall have the meaning as stated under Clause 4.
34.	"Service Levels"	means the level of service and other performance criteria which will apply to the Services delivered by the System Integrator and as provided under Schedule II.
35.	"Term"	shall mean the duration of this Agreement.
36.	"TDS"	shall mean Tax Deductible at Source in accordance with Applicable Laws.
37.	"User Acceptance Testing"	shall have the meaning ascribed under Clause 4.6 of the Agreement.
38.	"Web Portal"	The website, forming part of the Digital Platform, to be designed, developedand implemented by the System Integrator in accordance with this Agreement.

1.2 **Interpretations:**Except where the context requires otherwise, this Agreement will be interpreted as follows:

a. Clauses, headings and Schedule headings are for convenience only and do not affect the construction or interpretation of any provision of this Agreement.

b. In addition to the above terms, certain terms may be defined in the Recitals or elsewhere in this Agreement and wherever such terms are used in this Agreement, they shall have the meaning so assigned to them.

c. The terms referred to but not defined in this Agreement shall, unless defined otherwise or unless inconsistent with the context or meaning thereof, shall have the same meaning as defined under RFP.

d. Words denoting singular shall include the plural and *vice versa* and words denoting any gender shall include all genders unless the context otherwise requires.

e. References to Recitals, Clauses, Sub-Clauses, Paragraphs, Schedulesor Annexures are, unless the context otherwise requires, references to recitals, clauses, sub-clauses, schedules or annexures to this Agreement.

f. Any reference to "writing" includes printing, typing, lithography and other means of reproducing words in permanent visible form.

g. references to a 'company' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established.

h. references to a 'person' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality).

i. a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted.

j. any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight.

k. references to a 'business day' shall be construed as a reference to a day (other than a Sunday) on which banks in the state of New Delhi are generally open for business;

l. references to 'time(s)' are to Indian Standard Time.

m. a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time.

n. The Parties acknowledge that they and their respective counsel have read and understood the terms of this Agreement and have participated equally in the negotiation of the terms.

o. Measurements and Arithmetic Conventions: All measurements and calculations shall be in the metric system and calculations done to two decimal places, with the third digit of five or above being rounded up and below five being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

2. PRIORITY OF DOCUMENTS

This Agreement, including its Schedules and/or Annexures, represents the entire agreement between the Parties as noted in this Clause. If in the event of a dispute as to the interpretation or meaning of this Agreement it should be necessary for the Parties to refer to documents

forming part of the bidding process leading to this Agreement, then such documents shall be relied upon and interpreted in the following descending order of priority:

a) This Agreement along with;
b) Schedules and Annexures;
c) the RFP along with subsequently issued corrigenda;
d) Technical and financial proposal submitted by the Successful Bidder, to the extent theyalong with subsequently issued clarifications furnished by the Successful Bidder in response to the RFP, to the extent they are not inconsistent with any terms of the RFP.

For the avoidance of doubt, it is expressly clarified that in the event of a conflict between this Agreement, Annexures/ Schedules or the contents of the RFP, the terms of this Agreement shall prevail over the Annexures/ Schedules and Annexures/ Schedules shall prevail over the contents and specifications of the RFP.

3. PROJECT

3.1. The System Integrator shall undertakethe design, development, implementation of a comprehensive Digital Platform for ITPO, encompassing design, development, supportfor operations and maintenance thereof and customization of the Digital Platform which shall include but not limited to the Services in respect of the System Integrator's scope of work as stated herein this Agreement ("**Project**").

3.2. It is agreed between the Parties that the total Project cost shall be [●].

3.3. The System Integrator while performing the Services in respect of the Project, shall be required to:

(i) **Phase- I**(**Implementation Work**): Develop/ customize and implement Digital Platform for ITPO, in accordance with the specifications and prescribed standards, within nine (9) months (280 Days) from the Execution Date;

(ii) **Phase- II**(**Operation and Maintenance Work**):Provide operation and maintenance services, manage and provide technical support to the solution for the period of fifty-one (51) months from the date of Go-Live (completion of Phase – I);

3.4. In addition to the terms of this Agreement, the broad scope of roles and responsibilities of the Parties under this Agreement have further been set out in detail as Schedule I of this Agreement.

3.5. For the avoidance of doubt, it is expressly clarified that this Agreement shall govern the provision of the contracted services under any other agreement or contract for service entered between ITPO and the System Integrator.

4. THE SCOPE OF WORK

For the development of the Digital Platform for the Project, the System Integrator shall undertake the following ("**Services**"):

4.1 The System Integrator shall understand the requirements pertaining to the Project and apprise themselves in accordance with the specification and other details stated in the Agreement and the RFP.

4.2 Develop an integrated core solution interface:

It is hereby agreed that the System Integrator shall design, develop and customize the integrated core solution which shall include the following two interfaces:

(i) **Web Portal and mobile Application:** The proposed Web Portal and Application shall be inclusive of the core features including but are not limited to:

  (a) static web content (using content management system for general public display);

  (b) user log-in / authentication feature (single sign-on);

  (c) status tracking; and

  (d) search and advance search.

(ii) **Core internal application with backend automation:**The main functionalities of the core internal Application with backend automation.

4.3 Development of Modules:

The System Integrator shall develop the Digital Platform in such a manner that it shall transform the ITPO's operations, making them more efficient, transparent and data driven.It is hereby agreed that the System Integrator will endeavour to enhance and modernize the operations and streamline the management of various activities within ITPO, through development, re-development and integration ofseveral modules, as stated hereinbelow, each designed to address specific functions and responsibilities ("**Modules**"), into theDigital Platform. The Modules shall be developed to work in tandem to optimize event management, financial control, stakeholder relationships and overall performance, ultimately enhancing ITPO's ability to carry out its functions and include but shall not be limited to the following:

(i) **Event Management Module:**This Module will focus on efficiently planning, organizing and executing events, exhibitions, and trade shows. It will facilitate event scheduling, booth allocation, attendee registration, and tracking event-related expenses.

(ii) **Inventory Management Module:**To optimize resource allocation, this module will monitor and manage ITPO's inventory, including exhibition materials, promotional items, and equipment. It will track stock levels, order new supplies as needed, and ensure that inventory is readily available for upcoming events. This Module will streamline the process of booking ITPO venues and allocating exhibition spaces. It will also manage billing and invoicing for venue rentals.

(iii) **Financial Management Module:**This critical Module will handle financial transactions, budgeting, and accounting. It will help ITPO maintain financial transparency, generate reports, and monitor expenses, revenue, and profitability. This Module will ensure all compliances with taxation, GST, corporate laws and future amendments of these. This Module should have complete interface with booking module and data transfer for books of accounts. The Module should have TDS module

for TDS certificate updation, it's accounting and refund, auto bank reconciliation from MIS and offline receipts. The interface and transfer of data/ transactions of provident fund, gratuity, pension contribution entries in respective trusts modules.

(iv) **Customer Relationship Management ("CRM") Module:**ITPO interacts with various stakeholders, including exhibitors, sponsors, and event attendees. The CRM Module will help manage these relationships by maintaining contact information, tracking interactions, and tailoring communications to better serve their needs. This shall also enable Sales & Marketing.

(v) **Data Analytics and Reporting Module:**To make data-driven decisions, this Module will provide tools for data collection, analysis, and visualization. It will enable ITPO to gain insights into event performance, attendee demographics, and financial trends.

(vi) **Human Resource and Payroll Module:**ITPO's workforce is essential to its success. This Module will streamline HR processes, including payroll, leave management, and employee records, promoting efficiency and accuracy.

(vii) **Corporate Website**: The Digital Platform for the corporate website should be serving as the digital face of ITPO and will be playing a crucial role in conveying information, establishing credibility, and engaging with various stakeholders, including customers, partners, investors, and employees.

(viii)**Document Management Module:** This is a critical component of Digital Platform helping ITPO efficiently create, store, organize, and retrieve digital documents and files. Whether it's for document storage, collaboration, compliance, or workflow automation.

4.4 Study of existing landscape:

(i) It is hereby agreed that the System Integrator, for the development of the Digital Platform, is required to study the existing system and functioning of each of the existing modules, which are currently in use by ITPO, in a manner that will enable the System Integrator to meet all the obligations under this Agreement.

(ii) In addition to the specifications stated under Annexure 8.14 of the RFP, the System Integratorshall engage in an AS-IS Study to gain an understanding of the existing system and requirements of the Services through a series of structured questionnaires, conducting interviews with the user groups and by studying the ITPO's business requirements and policy. The System Integrator shall analyse these requirements to ensure the requirements are complete,consistent and unambiguous. Upon such completion of the AS-IS Study, the System Integrator will be required to suggest to ITPO additional functionality (over and above that mentioned in the Agreement) that may be included in designing the Digital Platform.

(iii) It is hereby agreed that theSystem Integrator shall seek prior approval of the ITPO before commencement of the work related to the additional functionality andnecessary for the design and development of the Digital Platform.

4.5 Development and Customization of the Web Portal and the mobile Application:

(i) Along with the development of the Web Portal, the System Integratorsshall undertake theresponsibility for developing, customizing, testing, and implementing the end-to-end functionality of the required Modules through development of an Application as well. The Application shall be evaluated against the Software Requirement Specifications ("**SRS**") as approved by ITPO, including but not limited to:

(a) The Web Portal and the Application shall be technologically agnostic to the operating system and database and shall at all times ensure compliance with the India Stack alignment. The Web Portal and the Application shall support equal benchmarking parameters across platforms. The Web Portal and the Application shall be browser independent and shall at all times comply with all IP requirements (as applicable), use of code/ programming in the designing of the Web Portal and the Application.

(b) The System Integratorwill provide complete information about the entire architecture and code of the Web Portal and the Application with provision for assuming full control over the functions and operations of the Web Portal and the Application.

(c) The Web Portal and the Application must comply with all the requirements and guidelines as applicable for Indian Government Websites and applications, as defined on http://web.guidelines.gov.in/ and all other guidelines applicable to similar services.

(d) The Web Portal and the Application along with portals and databases shall be bilingual (English and Hindi).

(e) All transactions undertaken on the Web Portaland/or the Application shall be authenticated based on CAPTCHA (Completely Automated Public Turing test to tell Computers and Humans Apart) images or such equivalent security measures to prevent bots from using various types of computing services or accessing any sensitive information.

(f) The overall solution for the Digital Platform, including the Web Portal and the Application, shall be based on the concept of One Web, i.e. it should be able to render properly on all types of devices of sizes like laptops, desktops, mobiles, tablets, etc., in different orientations.

(ii) The System Integrator will be required to deliver the Application including the Web Portal along with all of the necessary Modules, utilities, system drivers and documentation in line with the best industry standards, including any product updates, technology upgrades and patches to run on the selected operating system(s) and on cloud, required for the seamless functioning of the Web Portal and the Application and must have the necessary hardware, according to the solution.

(iii) The System Integrator is required to maintain and store the source code of the different versions of the Web Portal and the Application in a safe manner for a period of Five (05) years. For any and all customizations done in respect of the Project on the Web Portal or the Application, the source code shall be handed over to ITPO after all major

releases. It is agreed that the copyright of the source code relating to customizations will be owned by ITPO at all times.

(iv) The System Integrator will provide a separate development and test environment. The System Integrator shall procure the development and test environment licenses in the name of ITPO for the various tools used by the System Integrator,during the development phase of respective solutions. These tools would typically include Application and Web Portal development framework and environments for custom built and pre-existing products, XML schema designer, UML Tools, Testing Tools, PDF, etc. The test, staging and training environment shall be hosted on the cloud and shall be maintained by the System Integrator before being transferred to ITPO at the end of the Term.

(v) The Web Portal and the Application development process can be completed in-house or can be done through or in collaboration with other service providers or from a consortium partner, as approved in advance by ITPO. In such cases, the System Integrator and their partners shall be jointly and severally be held responsible for the Services.

4.6 Testing and User Acceptance Testing:

(i) It is hereby agreed that upon the completion of the Web Portal and the Application development and/ or customization, the System Integrator will thoroughly test the Web Portal and the Application at their end. Detailed test plans, test cases and test reports shall be prepared by the System Integrator before being submitted to ITPO for prior approval. The System Integrator shall carry out unit testing, integration testing and system testing as per ITPO's approved planandsubmit, within 10 days, all test completion reports to ITPO after the end of each testing phase.

(ii) The Web Portal and the Application solution shall be handed over to ITPO for User Acceptance Testing only after the entire functionality, performance and quality-of-service requirements ("**Service Levels**") of the solution as mentioned under **Schedule II**or as later being approved by ITPO during design phase have been tested satisfactorily by the System Integrator.

(iii) The System Integratorshall create a Regression Test Suit for ITPO,duly consisting of end-to-end test cases across all the Modules of the ITPO'sWeb Portal and Application.The Regression Test Suit shall be executed following any changes in the system throughout the duration of this Agreement and its test results shall be submitted to ITPO, within 10 days from the receipt of such test results. The System Integratorshall periodically update and refresh the Regression Suit throughout the Term of the Agreement.

(iv) The System Integrator shall develop the User Acceptance Test pan and a provide a detailed user acceptance procedure as per the requirements stated under Schedule III of the Agreement. The plan and procedure shall be submitted to ITPO for review and acceptance.

(v) The Performance and Load Testing shall be executed by the System Integrator postITPO's approval of the User Acceptance Testing. The System Integrator shall

provide the test environment, testing licenses, create test script and provide all technical support along with the required support for testing. The inputs for this activity will be the design documents as approved by the ITPO. The System Integrator, for performance and load testing, shall stimulate the testing environment using the appropriate tools. Under controlled environment, performance of the system will be evaluated by ITPO in accordance with the specifications as may be required by ITPO.

4.7 Documentation:

(i)   In addition to the requirements under this Agreement, the System Integrator shall prepare all documents, including but not limited to those mentioned below:

   (a)   FRS/SRS/Use Case/Gap Analysis Report;
   (b)   Detailed Bill-of-material and infrastructure sizing report;
   (c)   Solution design and architecture;
   (d)   Configuration files of the infrastructure DC &DR;
   (e)   User manuals;
   (f)   Standard operating procedures;
   (g)   Information security management procedures; and
   (h)   Business continuity plan and disaster recovery plan.

(ii)   Any other required documentation shall be in line with existing industry standards. The System Integrator will be required to obtain a signoff on all the deliverables (documents and milestones), including design documents, standard operating procedures, security policy, procedures from ITPO, etc. and shall make necessary changes, as recommended, before submitting the final version of the documents.

4.8 User Training:

It is hereby agreed that the System Integrator shall be required to provide training on various aspects to enable effective use of the new system to achieve the envisaged outcomes. Theworks in relation to the required user training is provided in detailed under Schedule IV of the Agreement.

4.9 Cloud Provisioning, Deployment and Management:

(i)   It is hereby agreed that the System Integrator shall be responsible for providing 24*7*365 days support for ITPO'scloud infrastructure for fifty-one (51) months from the date of issuance of operational acceptance by ITPO or from the Date of Implementation. Only the CSP's empanelled by MeitYmay be used for the purpose of the undertaking the Servicespertaining to cloud provisioning as stated in this Agreement and required to be undertaken in respect to the Project. The scope of maintenance and support shall include but shall not be limited to:

   (a)   Compliance to the defined international standards and security guidelines such as PCI DSS 3.2 Level 1 certified CSP. ISO 27001 (ISMS), 27017 and 27018 certified for maintaining operations of cloud and ensuring privacy of ITPO data.

(b)   Ensuring uptime and utilization of the cloud resources as per the Service Levels defined under Schedule II of the Agreement.

(c)   In the event of any disaster at DC site, activation of services from the DR site (which will be on cloud) with RPO <= 15 Minutes and RTO <= 1 Hour. In case of DR Solution having Active-Active arrangement or multisite site solution then applicable RPO and RTO shall be <= 15 Minutes).

(d)   The System Integrator shall develop appropriate policies, checklists in line with ISO 27001 & ISO 20000 framework for failover and fall back to the appropriate DR site. DR drills needs to be performed by the System Integrator as and when required by ITPO or every six (6) months to check disaster preparedness.

(e)   The System Integrator shall conduct vulnerability and penetration test (from a third-party testing agency, as approved by ITPO in advance, which may be CERT-IN empanelled) on the cloud facility every six (6) months and share the reports with ITPO. The System Integrator shall update the system in response to any adverse findings in the reports, without any additional cost to ITPO.

(f)   The System Integrator shall conduct ISMS audit, PCI-DSS audit and an internal audit after intervals of every six (6) monthsalong with third-party certification audit every year.

(g)   The System Integratorshall manage the asset inventory including the license inventory. Monthly reports shall be generated on the asset and license inventory and its usage.

(h)   Any required upgrades with respect to the version/ software/ hardware, patch management etc. at the cloud site or otherwise,shall be supported by the System Integrator for the entire Term of the Agreement and at no extra cost to ITPO.

(i)   The System Integrator shall provision additional VM's when the utilization exceeds 80%.

(j)   On expiration / termination of the Agreement, the System Integrator shall handover complete data to ITPO, in a manner and desired format as required by ITPO,that it can be easily accessed and retrieved.

(ii) The System Integrator agrees to provide cloud services (IaaS/ PaaS/ SaaS) and shall be responsible for compute resource as per following:

(a) Provide the required compute, memory, and storage, building the redundancy into the architecture (including storage) and load balancing to meet the desired Service Levels.

(b) Provide ability to provision virtual machines, and storage dynamically (or on-demand), on a self-service mode or as requested.

(c) Provide ability to provision virtual machines, and storage dynamically in reserved capacity mode on a self-service mode or as requested.

(d) Provide ability to provision virtual machines on basis of lowest bidding price (spot instance) on a self-service mode or as requested.

(e) The appointed CSP should provide managed services for configuration management of compute instances along with end-to-end monitoring services.

(f) While the initial sizing and provisioning of the underlying infrastructure may be carried out based on the information provided in the Agreement, subsequently, the System Integrator, based on the growth of the user load (peak and non-peak periods, year-on-year increase),shall be required to scale up or scale down the compute, memory, and storage as per the performance requirements of the solution and meet the Service Levels using the auto-scaling features provided by the CSP.

(g) In addition to auto-scaling, for any major expected increase in the workloads, the System Integrator shall carry out the capacity planning in advance to identify and provision, where necessary, the additional capacity to meet the growth in users and/ or the peak load requirements to support the scalability and performance requirements of the solution.

(iii) The ITPO agrees to pay for one hundred and twenty-five (125) licenses, in case the requirement goes down, based on the initial usage and in case the requirement goes over two hundred (200), ITPO, uponconducting an audit and verification, will pay as per the actual usage of the number of licenses.

4.10 Patch and Configuration Management:

The System Integrator shall:

(i) Provide managed service for system patch and configuration management. Critical security patches shall be applied as needed, or when updates or patches are released from OS vendors.

(ii) Ensurethat the patch and updates are applied in a timely and consistent manner in order to minimize any impact on the ITPO's business. The System Integrator shall establish a centralized patch management control in such a manner that ITPOis able to monitor the update and take remedial actions in case of any anomalies or issues, while ensuring comprehensive oversight of the entire patch and configuration management process.

4.11 User Administration:

The System Integrator shall:

(i) Implement Identity and Access Management ("**IAM**") which accuratelydistinguishes and separates users by their identified roles and responsibilities, thereby establishing least privilege and ensuring that the users only have such permissions as may be necessary to perform the assigned tasks.

(ii) Ensureadministration and management of usersas well as the root account(s),in such a manner which ensures that the identities and authorizations areproperly managed, as well as administrating any identity and IAM users, groups and roleswhich they associated with the user account.

(iii) Offer fine-grained access controls including, conditions like time of the day, originating IP address, use of SSL certificates, or authentication with a multi-factor authentication device.

(iv) Provide a mechanism to test the effects of access control policies that are attached to users, groups, and roles before committing the policies into production. Support a policy validator to automatically examine non-compliant access control policies.

(v) Implement multi-factor authentication ("**MFA**") for the root account, as well as any privileged IAM accounts associated with it.

4.12 Data Migration/Ingestion:

(i) The System Integrator shall migrate all the existing data available with ITPO in digitized format from its current database to the new system, in accordance with the terms of this Agreement. As part of data migration, the System Integrator would perform the following activities:

(a) Prepare the data migration plan and submit it to ITPO for prior approval;

(b) Ensure minimum business downtime at the time of data migration;

(c) Upon ITPO's approval, prepare the requisite migration architecture and subsequently move the data to the new target environment;

(d) Ensure accuracy and completeness of the migrated data. The ITPO reserves the right to verify the accuracy and completeness of the migrated data on its own or through any of its nominated agencies;

(e) Ensure migration of entire data from existing systems and software;

(f) Following the rollout of the required solutions, the old system shall remain in place as a back-up for a period of three (3) months. During this period, it is the responsibility of the System Integrator to consolidate all the data transactions on both systems while avoiding duplication of data or any transaction loss during migration of data. The System Integrator shall provide theproposed solution for approval to ITPO in advance to ensure compliance with such requirement.

(ii) The System Integrator shall ensure smooth migration of data and further ensure that the data existing in the current databases is migrated to the new database in compliance with the terms of this Agreement. The data migration shall be carried out in accordance with the data migration policy of ITPO, and ensure due care is taken to log in each error. Further, the System Integrator shall ensure that adequate measures are taken to move all the digital record from the old database to the new database, as per the schema and table structure and in accordance with the terms of this Agreement.

4.13   Functional Requirements:

The System Integrator shall undertake such workspertaining to the functional requirements as proposed by ITPO under Schedule Vof the Agreement. It is hereby agreed between the Parties that notwithstanding any provisions of the Agreement or any other contract, breach of any or all the functional requirements will result in termination of this Agreement and any or all such obligations and rights arising herein.

4.14   Architectural Requirements:

The System Integrator shall undertake such works pertaining to the architectural requirements as proposed by ITPO under Schedule Vof the Agreement. It is hereby agreed between the Parties that notwithstanding any provisions of the Agreement or any other contract, breach of any or all the functional requirements will result in termination of this Agreement and any or all such obligations and rights arising herein.

4.15 The System Integrator shall deploy sufficient professionals and trained resources to complete the work in accordance with the terms of this Agreement, ensuring proper quality checks as per industry and international standards. In order to ensure timely completion of the Project, the System Integrator shall deploy/ install requisite equipment, in good working condition.

5.   VARIATION ORDERS AND CHANGE REQUEST

5.1 ITPO may, at its discretion, request variation in the Project/ scope of work/ Services any time during the Term of the Agreement ("**Variation**").

5.2 Such request shall be made by writing to the System Integrator thereby setting out in detail the Variations required and the rationale for such Variations, which, in ITPO's opinion, if adopted, may (a) accelerate completion of the Project, or (b) reduce the cost to ITPO of executing, maintaining or operating the Project, (c) improve the efficiency or value of the Project, or (d) otherwise be of benefit to ITPO.

5.3 Such Variation may be initiated by issuing instructions or by way of seeking a request for proposal for such Variations.

5.4 Pursuant thereto, the System Integrator shall promptly, in writing, intimate the timelines for completion and additional costs, if any, and furnish such information as may be requested by ITPO ("**Response to Instructed Variation**"), for executing the Variation desired by ITPO.

5.5 Upon receipt of the Response to Instructed Variation and scrutiny thereof, ITPO shall, in its sole discretion, decide whether to proceed with the Variation or not. In the event ITPO decides to proceed with the Variation, ITPO shall issue a Variation Order.

5.6 The System Integrator shall execute the Variation in accordance with the Variation Order and shall be bound by the terms thereof.

5.7 All payments required to be made for any Variation shall be made in accordance with the Terms of Payment (Schedule VI) as stated in this Agreement.

5.8 Any post implementation change request shall be made by the System Integrator in accordance with Schedule VII of this Agreement.

6. TERM OF THE AGREEMENT

6.1 This Agreement shall come into effect on the Execution Date and shall continue till completion of the Phase- II, i.e., the upon completion of the Operation and Maintenance Work, unless otherwise extended, or unless terminated earlier (as per Clause 20), in which case the Agreement will get terminated on fulfillment of all obligations mentioned in this Agreement.

6.2 The System Integrator shall undertake to perform the Scope of Work within sixty (60) months from the Execution Date as follows ("**Term**"):

(i) **Phase- I (Implementation Work):** The implementation work that is required to be completed in accordance with the specifications and prescribed standards within nine (9) months from the Execution Date.

(ii) **Phase- II (Operation and Maintenance Work):** The operations and maintenance work that shall be undertaken during a course of 51 months from the Date of completion of Implementation.

6.3 The System Integrator shall provide the Services in accordance with the terms stated in this Agreement in accordance with Schedule VIII of this Agreement. The System Integrator shall at all timesensure adherence to the Project Duration and Project Schedule as specified under Schedule VIII of the Agreement.

7. TERMS OF PAYMENT

7.1 In consideration of the Services and subject to the provisions of this Agreement, ITPO shall pay the System Integrator for the Services rendered in pursuance of this Agreement, in accordance with the Terms of Payment provided in Schedule VI of this Agreement.

7.2 Payments shall be subject to the application of liquidated damages (for period prior to "Go Live") or penalties and its adjustments/corrections (for post "Go-Live") as may be provided for in the Agreement and from the relevant milestone(s).

7.3 Save and except as otherwise provided for herein or as agreed between the Parties in writing, ITPO shall not be required to make any payments in respect of the services (or, without limitation to the foregoing, in respect of the System Integrator performance of any obligations under this Agreement) other than those covered in Schedule VI of this Agreement. For the avoidance of doubt, it is expressly clarified that the payments shall be deemed to include all ancillary and incidental costs and charges arising in the course of delivery of the Services including Project costs, implementation and management charges and all other related costs including taxes which are addressed in this Clause.

8. INVOICING AND SETTLEMENT

8.1 Subject to the specific terms of the Agreement, the System Integrator shall submit its invoices in accordance with the following principles:

(i) ITPO shall be invoiced by the System Integrator for the Services rendered in accordance with this Agreement. Generally, and unless otherwise agreed in writing between the Parties, the System Integrator shall raise an invoice as per Schedule VI of this Agreement; and

(ii) Any invoice presented in accordance with this Clause shall be in a form agreed with ITPO.

8.2 The System Integrator alone shall invoice all payments after receiving due approval of completion of payment related milestone from ITPO. Such invoices shall be accurate with all adjustments or changes in the Terms of Payment as stated in Schedule VI of this Agreement.

8.3 Payments shall be made within thirty (30) working days of the receipt of invoice along with supporting documents by ITPO subject to deduction of applicable liquidated damages (till "Go Live") or penalties (post "Go Live"). The penalties are imposed on the vendor as per the criteria specified in the Agreement. In the event of delay in payment of undisputed amount beyond thirty (30) working days,

8.4 ITPO shall be entitled to delay or withhold payment of any invoice or part of it delivered by the System Integrator under Schedule VI of this Agreement where ITPO 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 terms of this Agreement. Any exercise by ITPO under this Clause shall not entitle the System Integrator to delay or withhold provision of the services.

8.5 The System Integrator shall be solely responsible for making payment to its sub-contractors, if any.

9. EXTENSION OF OPERATIONS AND MAINTENANCE SERVICES

9.1 The Services pertaining to the Operations and Maintenance Work, shall be valid for a period of fifty-one (51) months. In other words, the System Integratorshall provide Operations and Maintenance Work to ITPO, in relation to the Project, for a period of fifty-one (51) months from the Digital Implementation date, extendable at the option and discretion of ITPO.

9.2 The extension of Operations and Maintenance Work shall be granted at an increment of not more than 10% (one time 10% increase, based on performance) of the Post implementation Cost of the Operations and Maintenance Work rendered during first five (5) years, calculated yearly.

10. EXIT OF SYSTEM INTEGRATOR

10.1 Upon expiry of the Term or termination of the Agreement, unless mutually extended, the System Integrator shall adhere to the Exit Management Schedule provided in Schedule IX of the Agreement and further ensure that close to completion of the Project or expiry of the Agreement or non-extension of the period ofOperation and Maintenance Work,the System Integrator shall plan an exhaustive exit and pursuant to its approval by ITPO and shall provide to ITPO an exit management plan ("**Exit Management Plan**"), as stated under Schedule IX.

10.2 Exit Criteria:

To guarantee a smooth transition and facilitate a seamless exit at the end of the Term, the System Integrator, in addition to Clause 10.1, is required to adhere to the following guidelines, among other responsibilities:

(i) The System Integrator shall ensure that the transition from the present system to new ERP system is smooth.

(ii) The new holistic system will be incorporated for at least five (5) years and may be extended as per the satisfaction Service Level provided by the System Integrator.

(iii) The System Integrator will ensure the following, but not but not limited to, to ensure smooth transition for exit at the end of Term:

(a) System Integrator will provide all the customized source codes to ITPO (Mobile App, Front End, Dashboards, Data ware etc.).
(b) System Integrator will hand over all the Design documents to ITPO.
(c) System Integrator will provide the data in open form like JSON, CSV to ITPO.
(d) API design specifications will be handed over to ITPO.
(e) System Integrator will transfer complete cloud architecture and design with detailed datacatalogue to ITPO.
(f) Knowledge transfer to ITPO/ ITPO authorized entity.

11. DISCRETIONARY RIGHTS OF ITPO

11.1 ITPO shall have full-undisputed discretionary rights to add or reduce the Services related to the Scope of Work, accept or instruct any change, price variation in relation to the Project, and any and all aspects pertaining to this Project.

11.2 In the event of a deadlock between the Parties in relation to any processes, specifications or requirement, variation, etc. ITPO's decision shall be final and binding on the System Integrator.

11.3 Anytime during the Project Duration, ITPO may modify it business process/ workflow as per its requirements and the System Integrator shall have to comply with it, without any adverse commercial implications.

12. OBLIGATIONS OF ITPO

Without prejudice to any other undertakings or obligations of ITPO or its nominated agencies under this Agreement, ITPO or its nominated agencies shall perform the following:

12.1 Provide any support through personnel to test the system during the Term of the Agreement;

12.2 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 scope change that may arise due to business, delivery or statutory/regulatory reasons;

12.3 Provide the data (including in electronic form wherever available) to be migrated.

12.4 Authorize the System Integrator to interact for implementation of the Project with external entities such as the state treasury, authorized banks, trademark database etc (if any).

12.5 Provide prompt deliverable feedback: Within 15 working days, from the submission of a deliverable and performance reports, ITPO shall provide a sign offs on the deliverable or its comments for changes. In case ITPO fails to respond and provide feedback on above stated submission, the deliverables and performance reports will be deemed accepted. Post 15 working days there will be no rework of the said deliverable except, in case ITPO has provided an alternate date for acceptance. Any subsequent rework post acceptance/ deemed acceptance would form the subject of a formal change request under the provisions of this Agreement.

12.6 For so long as the System Integrator provides services to ITPO or its nominated agencies location, as the case may be, on a non-permanent basis and to the extent necessary, ITPO as the case may be or its nominated agencies shall, subject to compliance by the System Integrator with any safety and security guidelines which may be provided by ITPO as the case may be or its nominated agencies and notified to the System Integrator in writing, provide the System Integrator with:

(i) reasonable access, in the same manner granted to ITPO or its nominated agencies employees, to ITPO as the case may be location twenty-four hours a day, seven days a week;

(ii) reasonable workspace, access to office equipment as mutually agreed and other related support services in such location and at such otherlocation, if any, as may be

reasonably necessary for the System Integrator to perform its obligations hereunder and under this Agreement;

12.7 Access to locations, office equipment and services shall be made available to the System Integrator on an "as is, where is" basis/ in appropriate working condition by ITPO as the case may be or its nominated agencies.

13. OBLIGATIONS OF THE SYSTEM INTEGRATOR

In performance of the Services in accordance with the terms of this Agreement, the System Integrator shall ensure:

13.1 To provide to ITPO or its nominated agencies, the deliverables as set out the RFP and in this this Agreement.

13.2 It shall perform the Services as set out in this Agreement and in a good and workmanlike manner commensurate with industry and technical standards which are generally in effect for international 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.

13.3 It shall ensure that the services are being provided as per the Project Duration and Project Schedule set out in this Agreement.

13.4 Use of assets by the System Integrator:

(i) During the Term the System Integrator shall:

(a) take all reasonable and proper care of the entire hardware and software, network or any other information technology infrastructure components used for the development of the Project and other facilities leased/ owned/ operated by the System Integrator 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; and

(b) keep all the tangible Assets in as good and serviceable condition (reasonable wear and tear excepted) as at the date the System Integrator takes control of and/or first uses the Assets and during the entire Term of the Agreement.

(c) ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of the Assets and which are provided to the System Integrator will be followed by System Integrator and any person who will be responsible for the use of the Assets;

(d) take such steps as may be properly recommended by the manufacturer of the Assets and notified to the System Integrator or as may, in the reasonable opinion of the System Integrator, be necessary to use the Assets in a safe manner;

(e) ensure that the Assets that are under the control of the System Integrator, are kept suitably housed and in conformity with Applicable Law;

(f) procure permission from ITPO 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;

(g) 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.

13.5 The System Integrator agrees to ensure that its employees, agents and contractors shall not use the location, services and equipment referred to in this Agreement and/ or the RFP for the following purposes:

(i) for the transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or

(ii) 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).

14. APPROVALS AND REQUIRED CONSENTS

14.1 Unless explicitly stated otherwise, the Parties shall cooperate to procure, maintain and observe all relevant and regulatory and governmental licenses, clearances and applicable approvals necessary for the System Integrator to provide the Services as stated in this Agreement. The costs of such approvals shall be borne by the Party normally responsible for such costs according to local custom and practice in the locations where the services in respect of the Project are to be provided.

14.2 ITPO or its nominated agencies shall make reasonable efforts to assist the System Integrator to obtain the required consents. In the event that any required consent is not obtained, the System Integrator and ITPO or its nominated agencies will co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for ITPO or its nominated agencies to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such required consent 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 required consents are obtained if and to the extent that the System Integrator's obligations are not dependent upon such required consents.

15. PERFORMANCE BANK GUARANTEE

15.1 The System Integrator shall ensure that the Performance Bank Guarantee remains valid and enforceable for the entire Term of this Agreement.

15.2 The System Integrator shall be responsible for renewing the Performance Bank Guarantee at least two (2) months before its expiry. In the event the System Integrator fails to submit the renewed Performance Bank Guarantee at least twenty (20) days prior to its expiry, ITPO, at its discretion, shall invoke the Performance Bank Guarantee without giving any notice whatsoever to the System Integrator.

15.3 ITPO, at its sole discretion, may invoke the Performance Bank Guarantee, if the System Integrator fails to adhere to the terms of this Agreement or in such an event wherein ITPO incurs any loss due to the System Integrator's negligence or default or delay in performance of the terms as provided under this Agreement.

16. EFFECTIVENESS OF THIS AGREEMENT

16.1 This Agreement shall become effective upon:

(i) Satisfactory submission of the Performance Bank Guarantee as required in accordance with the terms of the RFP;

(ii) Signing of a Non-Disclosure Agreement;

(iii) Clearances and/or approvals obtained by ITPO;

(iv) System Integrator possessing valid licenses and permits as required under Applicable Laws for performance of the Services;

(v) Submission of certified true copies of constitutional documents and of the board resolutions authorizing the execution, delivery, and performance of this Agreement by the System Integrator.

16.2 In the event the Agreement does not come into effect due to non-fulfillment of any of the above conditions:

(i) In the event that the Agreement fails to come into effect on account of non-fulfillment of the aforementioned conditions, ITPO or its nominated agencies shall not be liable in any manner whatsoever to the System Integrator and ITPO shall forthwith enforce and forfeit the Performance Bank Guarantee; and

(ii) ITPO shall have the right to terminate this Agreement.

17. MANAGEMENT

17.1 Governance:

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

17.2   Use of Services

(i) ITPO as the case may be or its nominated agencies, will undertake and use the services in accordance with any instructions or procedures as per the acceptance criteria as set out in this Agreement or any agreement that may be entered into between the Parties from time to time;

(ii) ITPO as the case may be or its nominated agencies shall be responsible for the operation and use of the deliverables resulting from the services.

17.3   Security and safety:

(i) The System Integrator shall comply with the technical requirements of the relevant security, safety and other requirements specified in the Information Technology Act or Telegraph Act including the regulations issued by dept. of telecom (wherever applicable), IT security manual of ITPO (if any) and follow the industry standards related to safety and security (including those as stated in this Agreement and the RFP), insofar as it applies to the provision of the services.

(ii) Each Party to the Agreement shall also comply with ITPO or the Government of India, and the respective State's security standards and policies in force from time to time at each location of ITPO or its nominated agencies make the System Integrator aware in writing insofar as the same apply to the provision of the services.

(iii)The Parties to the Agreement shall use reasonable endeavours 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 ITPO as the case may be or any of their nominees data, facilities or Confidential Information.

(iv)The System Integrator shall upon reasonable request by ITPO as the case may be or their nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.

(v) As per the provisions of the this Agreement, the System Integrator shall promptly report in writing to ITPO 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 ITPO as the case may be.

17.4   Cooperation

Except as otherwise provided elsewhere in this Agreement, each Party ("Providing Party") to this Agreement 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:

(i) does not require material expenditure by the Providing Party to provide the same;

(ii) is reasonably required by the Receiving Party in order for it to comply with its obligations under this Agreement;

(iii) cannot be construed to be Confidential Information; and

(iv) is capable of being provided by the Providing Party.

Further, each Party agrees to co-operate with the contractors and subcontractors of the other Party as reasonably requested in order to accomplish the purposes of this Agreement.

18. REPRESENTATIONS AND WARRANTIES

18.1 The System Integrator represents and warrants to ITPO that:

(i) 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 otheragreements and to carry out the transactions contemplated hereunder;

(ii) it is a competent provider of a variety of information technology and business processmanagement services;

(iii) it has taken all necessary corporate and other actions under Applicable Laws in respect of itsbusiness to authorize the execution and delivery of this Agreement and to validly exerciseits rights and perform its obligations under this Agreement;

(iv) from the Execution Date, it has the financial standing and capacity to undertake theProject in accordance with the terms of this Agreement;

(v) in providing the Services, it shall use reasonable endeavours not to cause anyunnecessary disruption to the ITPO's normal business operations;

(vi) this Agreement has been duly executed by it and constitutes a legal, valid and bindingobligation, enforceable against it in accordance with the terms hereof, and its obligationsunder this Agreement shall be legally valid, binding and enforceable against it inaccordance with the terms hereof;

(vii) the information furnished in the System Integrator's response to the RFP and anysubsequent clarification pertaining to the evaluation process, furnished on or before thedate of this Agreement is to the best of its knowledge and believe to be true and accurate in allmaterial respects as at the date of this Agreement;

(viii) the execution, delivery and performance of this Agreement shall not conflict with, result inthe breach of, constitute a default by any of the terms of its Memorandum and Articles ofAssociation or any Applicable Laws or any covenant, contract, agreement,

arrangement,understanding, decree or order to which it is a party or by which it or any of its propertiesor assets is bound or affected;

(ix) there are no material actions, suits, proceedings, or investigations pending or, to itsknowledge, threatened against it at law or in equity before any court or before any otherjudicial, quasi-judicial or other authority, the outcome of which may result in the breach ofthis Agreement or which individually or in the aggregate may result in any materialimpairment of its ability to perform any of its material obligations under this Agreement;

(x) it has no knowledge of any violation or default with respect to any order, writ, injunction ordecree of any court or any legally binding order of any Government Instrumentality whichmay result in any adverse effect on its ability to perform its obligations under thisAgreement and no fact or circumstance exists which may give rise to such proceedingsthat would adversely affect the performance of its obligations under this Agreement;

(xi) it has complied with Applicable Laws in all material respects and has not been subject toany fines, penalties, injunctive relief or any other civil or criminal liabilities which in theaggregate have or may have an adverse effect on its ability to perform its obligationsunder this Agreement;

(xii) no representation or warranty by it contained herein or in any other document furnishedby it to ITPO or its nominated agencies in relation to the Required Consentscontains or shall contain any untrue or misleading statement of material fact or omits orshall omit to state a material fact necessary to make such representation or warranty notmisleading; and

(xiii) no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to anyperson by way of fees, commission or otherwise for entering into this Agreement or forinfluencing or attempting to influence any officer or employee of ITPO or itsnominated agencies in connection therewith.

18.2   ITPO represents and warrants to the System Integrator that:

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

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

(iii) it has the financial standing and capacity to perform its obligations under the Agreement;

(iv) 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;

(v) this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms thereof;

(vi) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

(vii) there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its material (including any payment) obligations under this Agreement;

(viii) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on ITPO or its nominated agencies ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

(ix) it has complied with Applicable Laws in all material respects;

(x) all information provided by it in the RFP and this Agreement in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects; and

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

19. TAX

19.1 ITPO or its nominated agencies shall be responsible for withholding taxes from the amounts due and payable to the System Integrator wherever applicable. The System Integrator shall pay for all other taxes in connection with this Agreement, scope of work and any other engagement required to be undertaken as a part of this Agreement, including, but not limited to, property, sales, use, excise, value-added, goods and services, consumption and other similar taxes or duties.

19.2 ITPO or its nominated agencies shall provide System Integrator with the original tax receipt of any withholding taxes paid by ITPO or its nominated agencies on payments under this Agreement. The System Integrator agrees to reimburse and hold ITPO 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 ITPO or its nominated agencies, the System Integrator and third party subcontractors.

19.3 If, after the date of this Agreement, there is any change of rate of levy under the existing applicable laws of India with respect to taxes and duties, which are directly payable by ITPO for providing the goods and services i.e. service tax or any such other applicable tax from time to time, which increase or decreases the cost incurred by the System Integrator in performing the obligations set forth in this Agreement, then the remuneration and reimbursable expense otherwise payable to the System Integrator under this Agreement shall be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts, in any. However, in case of any new or fresh tax or levy imposed after submission of the proposal the System Integrator shall be entitled to reimbursement on submission of proof of payment of such tax or levy.

19.4 The Parties shall cooperate to enable each Party to accurately determine its own tax liability and to minimize such liability to the extent legally permissible. In connection therewith, the Parties shall provide each other with the following:

(i) any resale certificates;

(ii) any relevant information regarding out-of-state or use of materials, equipment or services; and

(iii) any direct pay permits, exemption certificates or information reasonably requested by the other Party.

20. TERMINATION

20.1 <u>Termination in the Event of Material Breach</u>

(i) In the event that either Party believes that the other Party is in Material Breach of its obligations under this Agreement, such aggrieved Party may terminate this Agreement upon givingprior notice of the specified duration for curing the Material Breach to the other Party. In case the Material Breach continues, after the notice period, the aggrieved party may have the option to terminate the Agreement.

Any notice served pursuant to this section shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:

(a) If the System Integrator remains unable to deliver the Services as per the Agreement, even after the 30 days written notice for curing this Material Breach, ITPO will have the option to terminate this Agreement. Further, ITPO may offer a reasonable opportunity to the System Integrator to explain the circumstances leading to such a breach.

(b) If there is a Material Breach by ITPO which results in not providing support for effecting data migration or not providing the certification of User Acceptance, the System Integrator shall provide 15 prior days' notice for

curing the Material Breach. After the expiry of such notice period, the System Integrator will have the option to terminate the Agreement.

(ii) ITPO may by giving a one month's written notice, terminate this Agreement if a change of control of the System Integrator has taken place.

20.2 Termination for Convenience

(i) ITPO may at any time terminate the Contract for any reason by giving the System Integrator a 30 days' prior notice of termination.

(ii) Upon receipt of the notice of termination under this clause, the System Integrator shall either as soon as reasonably practical or upon the date specified in the notice of termination:

  (a) cease all further work, except for such work as ITPO may specify in the notice of termination;

  (b) terminate all subcontracts (if any);

  (c) deliver to ITPO the Service executed by the System Integrator up to the date of termination;

  (d) to the extent legally possible, assign to ITPO all right, title, and benefit of the System Integrator to the Work, or as at the date of termination; and

  (e) deliver to ITPO all non-proprietary drawings, specifications, and other documents prepared by the System as of the date of termination.

20.3 Termination in the Event of Bankruptcy or Initiation of Liquidation of the System Integrator

(i) ITPO may serve written notice upon the System Integrator at any time to terminate this Agreement with immediate effect in the event that the System Integrator reports or apprehends bankruptcy to the ITPO.

20.4 Effect of Termination

(i) In the event that ITPO terminates this Agreement pursuant to failure on the part of the System Integrator to comply with the conditions as contained in this section and depending on the event of default, Performance Guarantee furnished by the System Integrator will be forfeited.

(ii) Upon termination of this Agreement, the Parties will comply with the Exit Management Schedule set out as Schedule IX of this Agreement.

(iii) In the event of termination by either Party under this Agreement, the compensation will be decided in accordance with the Terms of Payment Schedule set out as Schedule VI of this Agreement.

(iv) In the event of termination of the Contract under 23.2, ITPO shall pay to the System Integrator the following amounts:

(a)   the Contract Price, properly attributable to the parts of the Works executed by the System Integrator as of the date of termination; and

(b)   the costs reasonably incurred by the System Integrator due to such termination.

21. CHANGE IN CONTROL

21.1   In the event of a change of control of the System Integrator during the Term, the System Integrator shall promptly notify ITPO of the same.

21.2   In the event that the net worth of the surviving entity is less than that of System Integrator prior to the change of control, ITPO may within thirty (30) days of becoming aware of such change in control, require a replacement of existing Performance Guarantee furnished by the System Integrator from a guarantor acceptable to ITPO.

21.3   If such a guarantee is not furnished within thirty (30) days of ITPO requiring the replacement, ITPO may exercise its right to terminate the Agreement within a further thirty (30) days by written notice, to become effective as specified in such notice. Pursuant to such an event, the effects of termination shall follow.

For the avoidance of doubt, it is expressly clarified that the internal reorganization of the System Integrator shall not be deemed an event of a change of control for purposes of this clause unless the surviving entity is of less net worth than the predecessor entity.

22. INDEMNIFICATION AND LIMITATION OF LIABILITY

22.1   Subject to sub clause 22.4, the System Integrator (the "Indemnifying Party") undertakes to indemnify, hold harmless ITPO (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages 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.

22.2   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 will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against the Indemnified Party.

22.3   Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by:

(i)   Indemnified Party's misuse or modification of the Service;

(ii) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;

(iii) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party. However, if any service,

information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, 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; (ii) Replace it with a non-infringing equivalent; or (iii) Modify it to make it non-infringing.

22.4   The indemnities shall be subject to the following conditions:

(i) The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise.

(ii) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party.

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

(iv) 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.

(v) 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.

(vi) If a Party makes a claim under the indemnity set out under Clause 22 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).

22.5 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 this section).

23. FORCE MAJEURE

23.1 The Parties shall not be liable for any loss, damage or additional expense in respect of the Services under this Agreement, arising out of and in relation or as a result of any event which could not have been reasonably foreseen, or the consequences of which could not have been reasonably avoided by the System integrator, even with the exercise of all due care, including an act of God, fire, casualty, flood, failure of public utilities, injunction or any act, exercise, labour or civic unrest, assertion or requirement of any governmental authority, epidemic, pandemic, any government order or change in regulation/law which renders the Parties incapable of performing the obligations under this Agreement, strikes, commotion, unrest, war or threat of war, terrorist activity,

industrial disputes, natural or man-made disaster, adverse weather conditions and all similar events outside the Party's control ("**Force Majeure Events**").

23.2 Upon the occurrence of the Force Majeure Event, the affected Party may give to the other Party a written notice of such event within 30 days after the occurrence or presence of such conditions and in that event, the performance of such obligations/ covenants shall be suspended during the period Force Majeure Event continues. The Party affected by the Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event. If the Force Majeure Event continues for more than 3 months, the Parties shall hold further negotiations to find acceptable alternative ways of fulfilling obligations under this Agreement and mutually agree on the revised terms on continuation of this Agreement.

23.3 If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other.

24. CONFIDENTIALITY

24.1 ITPO or its nominated agencies shall allow the System Integrator to review and utilize highly confidential public records and the System Integrator shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.

24.2 The System Integrator hereby agreed to keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the Works.

24.3 ITPO shall retain all rights to prevent, stop and if required take the necessary punitive action against the System Integrator regarding any forbidden disclosure.

24.4 The System Integrator shall ensure that all its employees, agents and sub-contractors involved in the Project, execute individual non-disclosure agreements, which have been duly approved by ITPO with respect to this Project. The System Integrator shall submit a declaration that it has obtained the non-disclosure agreement from its employees in accordance with the same terms and conditions as executed with ITPO.

24.5 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 System Integrator;

(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.

24.6 To the extent the System Integrator shares its confidential or proprietary information with ITPO for effective performance of the Services, the provisions of the sub-clause 24.1 to 23.3shall apply mutatis mutandis on ITPO.

24.7 Any handover of the Confidential Information needs to be maintained in a list, by the Parties containing at the very minimum, the name of provider, recipient, date of generation of the data, date of handing over of data, mode of information, purpose and signatures of both parties.

25. AUDIT, ACCESS AND REPORTING

The System Integrator shall allow access to the ITPO to all information which is in the possession or control of the System Integrator and which relates to the provision of the Services as set out in the Agreement, which is reasonably required by the ITPO to assess the progress of work by the System Integrator or any other reason as may be specified by ITPO. The details regarding the audit, access and reporting rights and obligations of the ITPO or its nominated agency and the System Integrator as provided under Schedule XI of the Agreement.

26. INTELLECTUAL PROPERTY RIGHTS

26.1 The Project and all related documents, software, programs, codes, and any property developed by the System Integrator pursuant to this Agreement shall be and remain the property of ITPO. Unless agreed to otherwise, ITPO shall own and have a right in perpetuity to use all Intellectual Property Rights in relation to the Project, which may solely have arisen out of or have been developed solely during execution of the Services, including but not limited to all processes, products, specifications, reports, drawings and other documents which shall been newly created and developed by System Integrator solely during the performance of the Services.

26.2 Unless otherwise expressly agreed in writing between the Parties, all right, title, and interest in and to all trademarks, logos, trade names, literature, copyright material, database rights, patents, designs, technology, trade secrets, know-how, systems, proceduresand all other intellectual property rights (the "**Intellectual Property Right**") in and relating to the services under this Agreement shall belong to ITPO.

26.3 Subject to the terms of this Agreement, ITPO hereby agrees to assign and grant the System Integrator all such rights associated with the Intellectual Property Rights, as may be necessary in order to undertake the obligations under this Agreement. Such Intellectual Property Rights assigned and granted under this Agreement shall be forfeited by ITPO upon termination of this Agreement.

26.4 **Products and fixes:** All products and related solutions and fixes provided pursuant to this Agreement shall be licensed according to the terms of the this Agreement or any license agreement packaged with or otherwise applicable to such product, the ownership of which shall continue to vest with ITPO. System Integrator would be responsible for arranging any licenses associated with such products.

"**Product**" means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing which are made available to ITPO for license which is published by product owner or its affiliates, or a third party. "**Fixes**" means product fixes that are either released generally (such as commercial product service packs) or that are provided to you when performing services (such as

workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.

26.5 **Bespoke development:** Subject to the provisions of this Agreement below, upon payment, the Intellectual Property Rights for any bespoke development done during the implementation of the project will lie exclusively with the ITPO.

26.6 **Pre-existing work:** All Intellectual Property Rights including the source code and materials developed or otherwise obtained independently of the efforts of a Party under this Agreement ("**pre-existing work**") including any enhancement or modification thereto shall remain the sole property of that Party. During the performance of the services for this agreement, each Party grants to the other party (and their sub-contractors as necessary) a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services for duration of the Term of this Agreement. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the System Integrator should grant ITPO a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to ITPO as part of the service or deliverables only for its internal business operations. Under such license, either of parties will have no right to sell the pre-existing work of the other party to a third party. ITPO's license to pre-existing work is conditioned upon its compliance with the terms of this Agreement and the perpetual license applies solely to the pre-existing work that bidder leaves with ITPO at the conclusion of performance of the services.

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

27. WARRANTY & MAINTENANCE

27.1 **Standard:** The System Integrator warrants that the Project, including the Digital Platform, all the system(s), materials and goods supplied pursuant to the Agreement, shall be free from any defect or deficiency in the material, design, engineering, and workmanship that prevent the system 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 system and/or any of its sub-system(s). Commercial warranty provisions of products supplied under the Agreement shall apply to the extent they do not conflict with the provisions of this Agreement.

27.2 The System Integrator also warrants that the products, materials and other goods supplied under the Agreement are new, unused and incorporate all recent improvements in design that materially affect the system's or subsystem's ability to fulfill the technical requirements specified in this Agreement and the RFP.

27.3 In addition, the System Integrator warrants that: (i) all goods components to be incorporated into the system form part of the IA/OEM's and/or subcontractor's current product lines.

27.4 The warranty period shall commence from the date of Go-Live of the Project or of any major component or subsystem for which phased Go-Live is provided for in the Agreement and shall extend for as follows:

Component	Period
<StandardHardware>	<Tilltheendoftheagreement OR<6months>post completionoftheagreement>
<COTSSoftware>	<Tilltheendoftheagreement OR<6months>post completionoftheagreement>
<BespokeSoftware>	<Tilltheendoftheagreement OR<6months>post completionoftheagreement>

ITPO or any of its department should approve signoff within fifteen (15) days from the submission of deliverables for Go-Live/phased Go-live (as relevant, depending on project requirement) by the System Integrator.

In case the ITPO or any of its department fails to respond and provide feedback on the above stated submission, the deliverables will be deemed accepted for the commencement of warranty for the Project.

However, in case ITPO confirms to vendor an alternative date, then the date would stand revised for deemed acceptance.

27.5 If during the warranty period any defect or deficiency is found in the material, design and performance/workmanship of the Project and other services provided by the System Integrator, the System Integrator shall promptly, in consultation and agreement with ITPO, and at the System Integrator's sole cost repair, replace, or otherwise make good (as the System Integrator shall, at its discretion, determine) such default, defect or deficiency as well as any damage to the system caused by such default, defect or deficiency. Any defective component, excluding hard disks, that has been replaced by the System Integrator shall remain the property of the System Integrator.

27.6 The System Integrator may, with the consent of ITPO, remove from the site any product and other goods that are defective, if the nature of the defect, and/or any damage to the Project, system caused by the defect, is such that repairs cannot be expeditiously carried out at the site. If the repair, replacement, or making good is of such a character that it may affect the efficiency of the system, ITPO may give the System Integrator notice requiring that tests of the defective part be made by the System Integrator immediately upon completion of such remedial work, whereupon the System Integrator shall carry out such tests. If such part fails the tests, the System Integrator shall carry out further repair, replacement, or making good (as the case may be) until that part of the system passes such tests. The tests shall be agreed upon by ITPO and the supplier.

27.7 If the System Integrator fails to commence the work necessary to remedy such defect or any damage to the Project or any system caused by such defect within a reasonable time period, ITPO may, following notice to the System Integrator, proceed to do such work or contract a third party (or parties) to do such work, and the reasonable costs incurred by ITPO in connection with such work shall be paid to ITPO by the System Integrator or may be deducted by ITPO from any amount due to the System Integrator.

27.8 If the Project or any system or any of its sub-systems cannot be used by reason of such default, defect or deficiency and/or making good of such default, defect or deficiency, attributable to System Integrator, 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 ITPO because of such defect and/or making good of such default, defect or deficiency. For reasons not attributable to System Integrator, the System Integrator shall not be liable.

27.9 Items substituted for defective parts of the Project or any of its system during the warranty period shall be covered by the warranty for the remainder of the warranty period applicable for the part replaced or three (3) months, whichever is greater.

27.10 The System Integrator shall have no liability in the case of breach of this warranty due to (i) use of the deliverables on any environment (hardware or software) other than the environment recommended or approved by the System Integrator, (ii) the combination, operation, or use of some or all of the deliverables with information, software, specifications, instructions, data, or materials not approved by the System Integrator; (iii) the deliverables having been tampered with, altered or modified by ITPO without the written permission of the System Integrator, or (iv) use of the deliverables otherwise than in terms of the relevant documentation.

27.11 **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.

28. LIQUIDATED DAMAGES

Time is the essence of the Agreement, and the delivery dates are binding on the System Integrator. In the event of delay or any gross negligence in implementation of the project for causes solely attributable to the System Integrator, ITPO shall be entitled at its option to recover from the System Integrator as agreed, liquidated damages, a sum of 3 % of the value of the deliverable which suffered delay or gross negligence for each completed week or part thereof subject to a limit of 15 % of the total contract value. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to ITPO under the Applicable Law.

29. INSURANCE COVER

29.1   Obligation to maintain insurance:

In connection with the provision of the Services, the System Integrator shall be required to maintain the following, as and when required by ITPO, at their discretion:

(i) for the Term of the Agreement, valid and enforceable insurance coverage for:
   (a) public liability;
   (b) either professional indemnity or errors and omissions;
   (c) product liability;
   (d) workers' compensation as required by law;
   (e) any additional types specified in the Agreement; and

(ii) for 2 years following the expiry or termination of the Agreement, valid and enforceable insurance policies (if relevant), in the amount not less than the insurance cover as may be specified in.

29.2   Non-compliance

ITPO or its nominated agencies may, at its election, may terminate this Agreement as per terms of 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 the System Integrator of its obligations under this Agreement.

30. MISCELLANEOUS
30.1   Personnel

(i) The personnel assigned by the System Integrator to perform the services shall be employees of System Integrator or its subcontractor(s), and under no circumstances shall such personnel be considered employees of ITPO 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.

(ii) 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, ITPO 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 thatITPO 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 schedule.

(iii) In the event thatITPO 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 ITPO or its nominated agencies unless such

removal is the result of an unavoidable circumstance including but not limited to resignation, termination, medical leave, etc.

(iv) Except as stated in this Clause, nothing in this Agreement will limit the ability of System Integrator to freely assign or reassign its employees; provided that the System Integrator shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. ITPO or its nominated agencies shall have the right to review andapprove 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.

(v) Each Party shall be responsible for the performance of all its obligations under this Agreement as the case may be and shall be liable for the acts and omissions of its employees and agents in connection therewith.

(vi) Neither Party will 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.

30.2   Independent Contractor

Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture between the Parties to this Agreement and, except as expressly stated in this Agreement, nothing in this Agreement shall be deemed to constitute any Parties as the agent of any other Party or authorizes either Party to:

(i) incur any expenses on behalf of the other Party;

(ii) enter into any engagement or make any representation or warranty on behalf of the other Party;

(iii) pledge the credit of or otherwise bind or oblige the other Party; or

(iv) commit the other Party in any way whatsoever without in each case obtaining the other Party's prior written consent.

30.3   Sub-contractors

System Integrator shall not subcontract any work related to this tender without ITPO's prior written consent. However, the System Integrator shall provide the list of all the other services planned to be subcontracted, within fifteen (15) days of signing the Agreement. It is clarified that the System Integrator shall be the principal employer for all claims arising from the liabilities statutory or otherwise, concerning the sub-contractors. The System Integrator undertakes to indemnify ITPO or its nominated agencies from any claims on the grounds stated hereinabove.

30.4   Assignment

(i) All terms and provisions of this Agreement shall be binding on and shall inure to the benefit of ITPO and their respective successors and permitted assigns.

(ii) Subject to terms of this Agreement, the System Integrator shall not be permitted to assign its rights and obligations under this Agreement to any third party.

(iii) ITPO 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 ITPO or any of its nominees.

30.5   Trademarks, Publicity

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, with prior approval from ITPO. Except as required by law or the rules and regulations of each stock exchange uponwhich 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, 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 ITPO or its client lists for reference to third parties subject to the prior written consent of ITPO not to be unreasonably withheld or delayed. Such approval shall apply to each specific case and relate only to that case.

30.6   Notices

(i) Any notice 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 post, email or by facsimile transmission.

(ii) 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:

A. ITPO

India Trade Promotion, Organization, Pragati Bhawan, Pragati Maidan, New Delhi -110001
Email: abhishekchauhan@itpo.gov.in/computerdiv@itpo.gov.in

B. System Integrator
<Insert Address>
Tel:
Fax:
Email:
Contact:
With a copy to:

(iii) In relation to a notice given under the Agreement, a Party shall specify the Parties' address for service of notices, any such notice to be copied to the Parties at the addresses set out in this Clause.

(iv) Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 9.00 am and 5.00 pm at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).

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

31. GOVERNING LAW AND JURISDICTION

31.1 This Agreement shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules. The parties expressly agree to exclude the application of the U.N. Convention on Contracts for the International Sale of Goods (1980) to this Agreement and the performance of the Parties contemplated under this Agreement, to the extent that such convention might otherwise be applicable.

31.2 This Agreement shall be governed by the laws of India. the courts and tribunals of New Delhi, India, have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including any disputes regarding the existence, validity or termination of the Agreement).

31.3 Compliance with laws: Each Party will comply with all Applicable Laws and regulations.

32. DISPUTE RESOLUTION

48.1 Any and all dispute/difference between Parties, including in relation to interpretation of this Agreement shall be referred for amicable negotiation and settlement between the Parties to be resolved within thirty (30) days of notification thereof.

48.2 Any dispute not resolved by and between the parties amicably shall be referred to arbitration which shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. Disputes involving Central Public Sector Enterprises, to the extent permitted/required under Applicable Law, shall be referred to Administrative Mechanism for Resolution of CPSE Disputes (AMRCD).

48.3 The arbitration proceedings shall commence on and from the date of appointment of Sole Arbitrator and the award shall be made within a period of sixty (60) days from appointment of Sole Arbitrator.

48.4 The proceedings of arbitration and the award shall be made in English.

48.5 The venue of proceedings shall be New Delhi and the arbitration shall be subject to The Arbitration & Conciliation Act, 1996 and rules framed thereunder and under jurisdiction of the courts at New Delhi, India.

48.6 The fees payable to the Arbitrator (including arbitrator fees and costs but excluding any filing fee payable by a Party commencing the arbitration) shall be borne equally by the Parties.

34. ENTIRE AGEEMENT

This Agreement with all schedules and annexures appended thereto and the contents and specifications of the RFP along with pre-bid clarification 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. SEVERANCE

(i) If any provision of this Agreement, 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 remainder of the provisions in question which 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.

(ii) No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement of any right, remedy or provision of this Agreement 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.

36. AMENDMENT

(i) No amendment, variation or other change to this Agreement shall be valid unless authorised in accordance with the terms of this Agreement. Such amendment shall be made in writing and signed by the duly authorised representatives of the Parties to this Agreement.

(ii) Each Party to this Agreement agrees to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in this Agreement.

37. COMPLIANCE WITH APPLICABLE LAW

Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to its business like the System Integrator 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 or Variation shall be dealt with in accordance with the terms of this Agreement.

38. PROFESSIONAL FEES

All expenses incurred by or on behalf of each Party to this Agreement, 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 shall be borne solely by the Party which incurred them.

39. ETHICS

The System Integrator represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or agent of ITPO or its nominated agencies in connection with this agreement and acknowledges thatthe giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of ITPO standard policies and may result in cancellation of this Agreement.

IN WITNESS WHEREOF the Parties have by duly authorized representatives set their respective hands and seal on the date first above written in the presence of:

Signed and delivered for and on behalf of: **Indian Trade Promotion Organisation** **(ITPO)** _____ **(First Party)**	Signed and delivered for and on behalf of: [●] (System Integrator) _____ **(Second Party)**
Name: **Designation:** **Date:** **Place:**	**Name:** **Designation:** **Date:** **Place:**

IN PRESENCE OF FOLLOWING WITNESSES:

1.

2.

SCHEDULE I

ROLES AND RESPONSIBILITIES OF THE PARTIES

In furtherance to terms stated in the Agreement, the System Integrator and ITPO shall ensure to adhere to the following:

1. **Roles and Responsibilities of System Integrator:**

   (i) Preparation of detailed Project plan in line with the overall plan provided in the Agreement and the RFP. The same should be prepared in consultation with ITPO.

   (ii) Procure, develop, install, commission, operate and maintain:
   a) As per the requirements mentioned in this Agreement and the RFP;
   b) Networking equipment, connectivity and LAN as per the requirements mentioned in this Agreement and the RFP;
   c) Meet the defined Service Levels for the performance of the system;

   (iii) Addressing technology obsolescence by appropriate upgradation, replacement and / or replenishment of systems deployed at various locations (HQ and other locations).

   (iv) Insure the entire hardware against the infrastructure deployed at various locations for the entire duration of the Agreement against vandalism, theft, fire and lightening.

   (v) Keep all system software i.e. OS, antivirus, office applications etc., for Servers, PCs etc. at Data Centre and various locations, up to date by installing regular upgrades / patches.

   (vi) Rectification of system software problems due to crashing or malfunctioning of the OS, RDBMS or front end within the time limits to meet the Service Levels as defined in this Agreement or the RFP.

   (vii) Develop / customize, deploy and maintain the requisite software solution as per the requirements of the corporation at appropriate locations.

   (viii) Ensure adequate security of hardware and software system from viruses, Trojan horses, spyware, worms, Denial of Service (DoS) attack, fire, flood, power outage, natural disaster, man-made disaster etc.

   (ix) Provide necessary support for the resolution of bugs, patches & upgrades of the software solution.

   (x) Provide necessary manpower for managing the Change Requests.

   (xi) Design various manuals like User manual, Trouble Shooting manual etc. for the system.

   (xii) Submit the source code of any Bespoke software development to the ITPO.

(xiii)   Provide computer basic skills training and advanced training on application modules to the staff members and stakeholders of ITPO.

(xiv)   Maintain the business continuity, as per agreed business continuity plan.

(xv)   Deploy requisite manpower and infrastructure for the digitization of the existing data.

(xvi)   Deploy the required manpower to manage the operations.

(xvii)   Ensuring downtime of system, software development / customization, procurement and delivery of hardware & networking equipment, errors in data entry as defined in RFP are met.

(xviii) Management and quality control of all services and infrastructure.

(xix)   Any other services which are required for the successful execution of the Project.

(xx)   Regular Backup as per the schedule and Disaster Recovery.

(xxi)   Generation of MIS reports as per the requirements of ITPO.

(xxii)   Generation of the report for the monitoring of Service Levels.

(xxiii) Meet the defined Technical Specifications for the IT Infrastructure including Hardware and networking equipment keeping in mind the application and future requirements of ITPO.

2. **Roles and Responsibilities of ITPO:**

(i)   Provide adequate space at the ITPO's HQ for setting up of infrastructure, software development and other activities to be carried out by the System Integrator.

(ii)   Coordination between all the divisions for providing necessary information for the study and development / customization of the necessary solution.

(iii)   Co-ordination with other Government agencies to assist the System Integrator in execution of the Project.

(iv)   Coordinate with System Integrator for conducting workshops for the Stakeholder departments.

(v)   Provide the data available in the form of physical files or existing databases to the System Integrator for digitization purposes.

(vi) Deployment of staff members of ITPO for verification of the digitized data within the defined timelines.

(vii) Ensure that Data Backups are being taken regularly by System Integrator as per the schedule agreed upon.

(viii) Ensure that the hardware and other infrastructure deployed at HQ, DC etc. meets the specifications as mentioned in the Agreement and the RFP and is maintained properly to meet the Service Levels as defined in the Agreement and the RFP.

(ix) Monitoring of overall timelines, Service Levels and calculation of penalties accordingly.

(x) Conducting User Acceptance Test (UAT) for the application solution deployed.

(xi) Issuing the acceptance certificate on successful deployment of the software application, hardware deployed, digitized data and for other components of the scope of work (wherever required).

(xii) Any other requirements that could arise during operations for effective governance and to meet any administrative requirement.

(xiii) To create internal capacity now for execution of the Project after takeover from the System Integrator.

(xiv) Ensuring the staff members and other stakeholders attend the training programs as per the schedule defined by the System Integrator and agreed upon by ITPO.

(xv) Provide sign off on the deliverables of the project including SRS, design documents etc.

SCHEDULE II

OBLIGATIONS TOWARDS SERVICE LEVELS TO BE ESTABLISHED FOR THE SCOPE OF WORK

The following terms shall, *inter alia*, form part of the Agreement:

This section describes the service levels to be established for the Services offered by the System Integrator to ITPO. The System Integrator has to comply with below-mentioned terms and conditions to ensure adherence to quality, security, and availability of Service. The System Integrator should provide adequate tools required to capture the data for verification and will submit the reports, as may be required under the Agreement, on a quarterly basis to ITPO.

1. Definitions

"**Scheduled Maintenance Time**" shall mean the time that the system is not in service due to a scheduled activity as defined in the Agreement. The scheduled maintenance time would not be during 24x7 timeframe. Further, scheduled maintenance time is planned downtime with prior permission of ITPO.

"**Scheduled Operation Time**" means the scheduled operating hours of the system for the month. All scheduled maintenance time on the system would be deducted from the total operation time for the month to give the scheduled operation time. The total operation time for the systems and applications within the on-cloud data center and on cloud disaster recovery center will be 24x7x365.

"**System or Application downtime**" means accumulated time during which the system is totally inoperable within the Scheduled Operation Time but outside the scheduled maintenance time and measured from the time ITPO and/or its employees log a call with the System Integratorteam 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.

"**Availability**" means the time for which the services and facilities are available for conducting operations on the ITPO system including application and associated infrastructure. Availability is defined as:

{(Scheduled Operation Time – System Downtime) / (Scheduled Operation Time)} * 100%

"**Incident**" refers to any event / abnormalities in the functioning of the any of IT equipment / services that may lead to disruption in normal operations of the cloud, systemor Application Services.

"**Response time**" is the time interval between a cloud service customer-initiated event (e.g., logging of the request) and a cloud service provider-initiated event in response to that stimulus.

RTO (Recovery Time Objective): RTO designates the amount of "real time" that can pass before the disruption begins to impede the flow of normal business operations seriously and unacceptably. The system should have a maximum RTO of 4 hours.

RPO (Recovery Point Objective): RPO is the amount of downtime a business can tolerate. RPO designates the variable amount of data that will be lost or will have to be re-entered during network downtime. The system should have a maximum RPO of 2 hours.

Note: The Contract exhibit a high level of complexity. It is imperative to emphasize the necessity for automated tools and reports to be furnished by the System Integrator.

2. Interpretation & General Instructions

2.1 The availability for a Service will be the average of availability across the entire functionality of the platform rather than on individual component or functionality. However, noncompliance with performance parameters for infrastructure and system/service degradation will be considered for downtime calculation.

2.2 System Integrator shall provide automated tool to monitor and report all the terms and conditions of the Agreement mentioned in the subsequent sections.

2.3 The Agreement parameters shall be monitored on a quarterly basis as per the parameter requirements. The System Integrator is expected to provide the following Service Levels. In case these Service Levels cannot be achieved at Service Levels defined in the tables below, it shall result in a breach of contract and invoke the penalty section.

2.4 A Service Level violation will occur if the System Integrator fails to meet minimum service levels, as measured on a quarterly basis, for a particular service level. Overall availability and performance measurements will be on a quarterly basis for the purpose of service level reporting. An "Availability and Performance Report" will be provided by the System Integrator on quarterly basis to ITPO in an approved format and a review shall be conducted based on this report. A quarterly Availability and performance report shall be provided to the ITPO at the end of every quarter containing the summary of all incidents reported and associated System Integrator performance measurement for that period.

2.5 The terms of the Contract will prevail from the start of the operations and maintenance phase. However, the terms of the Contract will be subject to being redefined, to the extent necessitated by field experience at the user units and the developments of technology practices globally. Payments to the System Integrator are linked to the compliance with the Contract metrics laid down in the tables below. The penalties will be computed and calculated as per the computation explained in this Section. During the contract period, it is envisaged that there could be changes to the Contract, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e., ITPO and SI.

2.6 Following points outlines the key service level requirements for the system, which needs be ensured by the System Integrator during the operations and maintenance period. These requirements shall be strictly imposed, and a third-party audit/ certification agency shall be deployed for certifying the performance of the System Integrator against the target performance metrics as outlined in the tables below.

3.1 Contract Management

i.   The System Integrator shall provide proper plan, resources, and escalation procedure to ITPO to report problem case or support request during the warranty and Application maintenance and support periods.

ii.   The System Integrator shall act as a single point of contact and follow-through with the principals of any third-party providers until the successful resolution of the case.

iii.   The support hours for the website shall be: Mondays to Friday 9.30am to 6.30pm (For Saturday, Sunday, and Public Holidays at least one technical resource must be available to handle issues)

iv.   The System Integrator's key personnel shall always be contactable via phone.

v.   The System Integrator's key personnel shall be on-site to handle severity level 1 problems. As a standard practice it is required to the System Integrator to provide a resolution hierarchy and therefore an escalation matrix to department for L1, L2 & L3 support with proper email ID and Contact number to be provided. However wherever required, the System Integrator's senior technical/management will be required to visit ITPO Delhi Phase I or Phase II offices for resolving critical issues.

vi.   Upon notification of the problem, the System Integrator's personnel must respond within the required time specified in this tender during the support hours of the systems.

vii.   The definition of the Priority level is as follows:

Priority Level	Description	Phone/Email Response Time 1	Resolution Time
P1	Causes severe loss of service. Affect the business operation continuity or unable to process critical functions	30 Mins	Within Two (2) hours on report of problem
P2	Causes minor loss of service. Affect a particular work area, but can continue to use for the other work areas using temporary	2 hours	Within one (1) working day on report of problem
P3	Causes no loss of service. The impact is an inconvenience, which may require a workaround to restore the functionality.	4 hours	Within three (3) working days on report of problem

3.2 Contract measurement and monitoring for equipment

The users of the system shall report the identified bug / problem/ non-functional component to the System Integrator through telephone / email / letter / verbally/ Contract monitoring tool. For Contract monitoring and bug tracking the System Integrator is encouraged to opt for vendor agnostic and open-source application for example Trac, Mantis Bug Tracker etc. The cost associated with sourcing of the Contract monitoring tool and Bug tracking tool shall be the sole responsibility of the System Integrator. Resolution time expected for various IT components is given in the table below. Penalty shall be considered for the official working hours only (i.e., 9:30am to 6.30 pm). System Integrator need to either fully repair or replace the component by temporary substitute (of equivalent configuration) and make it functional (from the entire system perspective) within the expected resolution time. In case of temporary substitute, the original component needs to be replaced within 7 days else the penalty amount shall be considered. In case of major, damage, System Integrator needs to replace the component with the brand-new component of same or better specification, configuration, and capacity. The following table defines the Contract requirements for all project components as per the services:

The total outage minutes shall exclude all planned maintenance activities.

Implementation Contract

i.   **Parameters:** The Contract parameters for the implementation stage would be directly related to the delivery timelines of the deliverables as mentioned in the Timelines, Deliverables and Payment Schedule. This would consist of the entire Financial Bid and the applications system with successful UAT of the same.

ii. **Period:** The Contracts would be applicable until ITPO Signoffs. The deliverables would be measured at every payment milestone as mentioned in the matrix.

iii. **Penalty Value:** For delay of every week in completion & submission of the deliverable penalty shall be levied as below.

Delay (Weeks)	Penalty % on the respective Payment milestone value
1	1.5%
2	3%
3	4.5%

iv. **Capping:** The upper limit of penalty would be capped at 15% of the value of the respective milestone. In case the System Integrator reaches the upper limit of penalty at any point of time during implementation phase, ITPO reserves the right terminate.

v.   Delay of every week would also account in increase of additional 2 weeks in the maintenance period which will be over and above the maintenance period of 2 years. This duration would be accounted without incurring any charges to ITPO.

3.3 Contract for CSP (Cloud Service Provider)

The key service level objectives that relate to the cloud services and the related aspects are indicated below:

i.   The Contract parameters shall be monitored on a quarterly basis as per the individual Contract parameter requirements. However, if the performance of the system/services is degraded significantly at any given point in time during the contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of ITPO, then ITPO will have the right to take appropriate disciplinary actions including termination of the contract.

ii. The full set of service level reports should be available to ITPO on a quarterly basis or based on the project requirements.

iii. The monitoring tools shall play a critical role in monitoring the Contract compliance and hence will have to be customized accordingly. The CSP/System Integrator shall make available the monitoring tools for measuring and monitoring the Contract. The CSP/System Integrator may deploy additional tools and develop additional scripts (if required) for capturing the required data for Contract report generation in automated way. The tools should generate the Contract monitoring report in the end of every quarter which is to be shared with ITPO on a quarterly basis. ITPO shall have full access to the monitoring tools/portal and any other tools / solutions

deployed for Contract measurement and monitoring) to extract data as required during the project.

iv. The measurement methodology / criteria / logic will be reviewed by ITPO.

v. In case of default on any of the service level metric, the CSP/System Integratorshall submit performance improvement plan along with the root cause analysis for ITPO approval.

vi. In case these service levels cannot be achieved at service levels defined in the agreement, ITPO shall invoke the performance related penalties. Payments to the System Integrator will be linked to the compliance with the Contract metrics laid down in the agreement.

S.No	Service Level Objective	Measurement Methodology /	Target	Penalty
1.	Availability of all provisioned Services which are provided by CSP including VM, Storage, DB, API gateways security services and any other critical services	Availability will be measured for each of the services over all the user types as defined in the RFP and ITPO users irrespective of service	Availability for each of the services over all the Portals and APIs (where applicable) >= 99.9%	Default on any one or more of the services will attract penalty as indicated below.
				<99.9% and >= 99.5%
				(1% of the Periodic Payment)
				<99.5% (2% of the Periodic Payment)
2.	Availability of the links Internet and MPLS	Availability will be measured for each of the network links provisioned in the cloud to access the portal or admin services	Availability for each of the links:	Default on any one or more of the provisioned links will attract penalty as indicated below.
			>= 99.5%	<99.5% &>=99.0% (1%
				of the periodic Payment)
				< 99.0% (2% of the periodic Payment)
3.	Availability of certification of compliance to the Empanelment of MeitY requirements		30 working days from the end of the Empanelment of	1% of periodic Payment

S.No	Service Level Objective	Measurement Methodology /	Target	Penalty
			MeitY	
4.	Response Time			<95% &>=90%
		Average Time taken to acknowledge and respond once a ticket/incident is logged through one of the agreed channels. This is calculated for all tickets/incidents reported within the reporting month.	95% within 15 minutes	(1% of the periodic Payment)
				< 90 (2% of the periodic Payment)
5.	Time to Resolve - Severity 1	Time taken to resolve the reported ticket/incident from the time of logging.	For Severity 1,	<98% &>=90%
			98% of the incidents Shall be resolved within 2 Hours of the reporting	(1% of the periodic Payment)
				< 90% (2% of the periodic Payment)

S.No	Service Level Objective	Measurement Methodology /	Target	Penalty
6.	Time to Resolve - Severity 2	Time taken to resolve the reported ticket/incident from the time of logging.	95% of Severity	<95% &>=90%
			2 within 6 hours of Incident reporting	(1% of the periodic Payment)
				< 90% & (2% of the periodic Payment)
7.	Security breach including Data Theft/Loss/Corruption/ unauthorized access	Any incident where in system compromised or any case wherein data theft occurs (including internal incidents)	No breach	For any security incident detected, penalty will be INR 1 Lakhs for each such incident.
				This penalty is applicable per incident.
8.	Availability of Contract reports covering all parameters required for Contract monitoring within the defined time	10 working days from the end of the quarter	10 working days from the end of the quarter	1% of periodic Payment
9.	Availability of Root Cause Analysis (RCA) ports for Severity 1 & 2		Average within 10 Working days	2% of periodic Payment
10.	Setup of Cloud Environment	36 weeks from PO/Notification of Award	No Delay	0.5% of one-time implementation cost per week delay

Note:

i. Periodic Payment means Quarterly Payment for the associated service.

ii. Days: All Working and Non-working days (365 days in a calendar year)

iii. 24*7 means three shifts of 8 hours every day. This is applicable for all seven days of the week without any non-working days.

iv. Severity Levels: Below severity definition, provide indicative scenarios for defining Incident's severity. However, ITPO will define / change severity at the time of the incident or any time before the closure of the ticket based on the business and Compliance impacts.

Severity Level	Description	Examples
Severity 1	Production Environment is down, or critical malfunction resulting in an inoperative condition or disrupts critical business functions and requires immediate attention.	Non-availability of VM, Storage, API gateway, DB, Internet link and application containers and all security services.
Severity 2	Loss of performance resulting in users (includes public users) being unable to perform their normal activities, as essential functions and critical programs are partially available, the environment is usable but severely limited.	Intermittent network connectivity, UAT and SIT environment.

Penalty on non-adherence to Contracts for ITPO Website

Any violation in meeting the Contract requirements for incident or resolving bug during warranty and maintenance period, ITPO shall impose a penalty of 0.2 % of total value of website maintenance for each day delay up to 5 % of website maintenance as maximum penalty. The penalty amount would be calculated and deducted on quarterly basis as may be decided by ITPO from time to time.

Post-Implementation Contracts

Contract management and monitoring tool as specified in this Agreement and the RFP shall play a critical role in monitoring the Contract compliance and hence will have to be customized accordingly. The third-party testing and audit of the system shall put sufficient emphasis on ensuring the capability of Contract management and monitoring tool to capture Contract compliance correctly and as specified in this Agreement and the RFP. The System Integrator must deploy Contract management and monitoring tool and provide for capturing the required data for Contract report generation in automated way. This tool should generate the Contract management and monitoring report at the end of every month and every quarter which is to be shared with ITPO. ITPO will audit the tool and the scripts on a regular basis.

Where required, some of the service levels will be assessed through audits or reports e.g., utilization reports, measurements reports, etc., as appropriate to be provided by the System Integrators on a quarterly basis, in the formats as required by ITPO.

S. No	Parameter	Measurement
1.	Infrastructure Related Contracts	Contract Management and Monitoring Tool
2.	Application related Contracts	Contract Management and Monitoring Tool

It may be noted that the System Integrator has to provision for the required tools to measure the Contract parameters. ITPO reserves the right to appoint Third Party for the audits. Audits will normally be done on regular basis or as required by ITPO and will be performed by ITPO or ITPO appointed third party agencies. System Integrator shall make provision when requisite permission is given to the Third-Party Agency for carrying out the audit process on regular basis.

3.4 Violations and Associated Penalties

The framework for Penalties, as a result of not meeting the Contract targets is as follows:

i. A quarterly performance evaluation will be conducted using the quarterly reporting periods of that period

ii. The performance will be measured for each of the defined service level metric against the minimum/ target service level requirements and the violations will be calculated accordingly.

iii. The number of violations in the reporting period for each level of severity will be totaled and used for the calculation of penalties.

iv. Penalties applicable for each of the high severity (H) violations are one (1) % of respective quarterly payment to the System Integrator.

v. Penalties applicable for each of the medium severity (M) violations is half percentage (0.5%) of respective quarterly payment to the System Integrator.

vi. Penalties applicable for each of the low severity (L) violations are Quarter percentage (0.25%) of respective quarterly payment to the System Integrator.

vii. Penalties applicable for not meeting a high (H) severity performance target in two consecutive quarters on same criteria shall result in additional deduction of 3% of the respective Quarterly payment to the System Integrator. Penalty shall be applicable separately for each such high critical activity.

viii. Penalties applicable for not meeting a medium (M) severity performance target in two consecutive quarterly periods on same criteria shall result in additional deduction of 2% of the respective quarterly payment to the System Integrator. Penalty shall be applicable separately for each such medium critical activity.

ix. Penalties applicable for not meeting a low (L) severity performance target in two consecutive Quarterly periods on same criteria shall result in additional deduction of 1% of the respective quarterly payment to the System Integrator. Penalty shall be applicable separately for each such low critical activity.

x. It is to be noted that if the overall penalty applicable for any of the review period during the contract exceeds 25% of the quarterly payment or if the overall penalty applicable for any of the successive quarterly periods during the contract is above 15%; then ITPO shall have the right to encash the Performance Bank Guarantee or terminate the contract or both.

3.5 Operations and Maintenance Systems

1. Production Application

The failure or disruption of Live (in production) Application has a direct impact on the ITPO's ability to service its user units, ability to perform critical ITPO's functions or a direct impact on the organization. This includes but not limited to:

Storage, Compute and Data hosted in cloud and DR

Web, Application, Database, and Backup Servers

Cloud, DR network infrastructure

Cloud, DR security infrastructure

Connectivity and Availability of hosted Solution

The below tables give details on the Service Levels the System Integrator should maintain. These service levels will be monitored on a monthly basis and measured on a quarterly basis.

2. Service Availability

Service Level Description	Severity of violation	Measurement	
Composite Service Availability should be minimum 99.95%	High	**Availability over the Quarter**	**No. of Violations to be counted for calculation of penalty**
		< 99.95% &>= 99.5%	1
		< 99.5% &>= 99%	2

Service Level Description	Severity of violation	Measurement	
		< 99%	3 for every percentage drop or part thereof below 99%
		Composite Service Availability means availability and performance of infrastructure and application services for proposed Solution.	

3.6 Application Performance

a. The System Integrator is expected to submit a quarterly report on the availability of ITPO Enterprise Solution (NES). The below tables give details on the Service Levels the System Integrator should maintain.

S. No	Service Level	Priority	Response Time and Penalties
1.	Average Application Response Time	Medium	Average Application Response Time during peak usage hours as measured at any of ITPO's location shall not exceed 3 seconds. The list of critical business functions and peak usage hours will be identified by ITPO during the Detail Design phase. This service level will be measured on a quarterly basis.

Average Application Response Time over the Quarter	No. of violations post which penalty will be imposed
> 3 sec &<= 5 sec	2
> 5 sec &<= 8 sec	4
> 8 sec	5 for every second increase or part thereof exceeding 8 seconds

S. No	Service Level	Priority	Response Time and Penalties
2	Maximum Time for NES Home Page opening	Low	Maximum Time for NES Home Page opening during peak usage as measured at any of ITPO's location shall not exceed 2 seconds. This service level will be measured on a quarterly basis. （see table below） | **Maximum Time for Home Page opening over the Quarter**	**No. of violations post which penalty will be imposed** | |---|---| | > 1.5 sec &<= 3.5 sec | 2 | | > 3.5 sec &<= 5.5 sec | 3 | | > 5.5 sec | 2 for every second increase or part thereof exceeding 5.5 seconds |
3.	Menu Page Login After user Login	Low	Maximum Time for NES Home Page opening during peak usage as measured at any of ITPO's location shall not exceed 2 seconds. This service level will be measured on a quarterly basis

S. No	Service Level	Priority	Response Time and Penalties	
			Maximum Time for Home Page opening over the Quarter	**No. of violations post which penalty will be imposed**
			> 1.5 sec &<= 3.5 sec	2
			> 3.5 sec &<= 5.5 sec	3
			> 5.5 sec	2 for every second increase or part thereof exceeding 5.5 seconds
4.	Menu Navigation – To display the menu as per the defined user role and profile	Low	**Menu Navigation – To display the menu as per the defined user role and profile over the Quarter**	**No. of violations to be counted for calculation of penalty**
			> 1.5 sec &<= 3.5 sec	> 1.5 sec &<= 3.5 sec
			> 3.5 sec &<= 5.5 sec	> 3.5 sec &<= 5.5 sec
			> 5.5 sec	> 5.5 sec

S. No	Service Level	Priority	Response Time and Penalties
5.	Screen Opening – To display the selected data entry screen from the menu chosen	Low	<table><tr><td>**Screen Opening – To display the selected data entry screen from**</td><td>**No. of violations to be counted for calculation of penalty**</td></tr><tr><td>> 1.5 sec &<= 3.5 sec</td><td>2</td></tr><tr><td>> 3.5 sec &<= 5.5 sec</td><td>3</td></tr><tr><td>> 5.5 sec</td><td>2 for every second increase or part thereof exceeding 5.5 seconds</td></tr></table>
6.	Response time to commit a transaction • Simple Complexity • Medium Complexity • High Complexity (Complexity of the transaction to depend on the complexity of the business logic and	High	Response time to commit a transaction during peak usage as measured at any of ITPO's location shall not exceed 4 seconds for Simple transactions, 7 seconds for Medium complexity transactions and 10 seconds for High Complexity transactions. This service level will be measured on a quarterly basis. **Penalty for Simple transaction violation** <table><tr><td>**Penalty for Simple transaction violation**</td><td>**No. of violations to be count for calculation of penalty**</td></tr><tr><td>> 4 sec &<= 6 sec</td><td>2</td></tr><tr><td>> 6 sec &<= 8 sec</td><td>3</td></tr></table>

S. No	Service Level	Priority	Response Time and Penalties	
	stored procedures committed at the database level)		> 8 sec	4 for every second increase or part thereof exceeding 8 seconds

Penalty for Medium Complexity transaction violation

Response time to commit a Medium Complexity transaction over the Quarter	No. of violations to be count for calculation of penalty
> 7 sec &<= 9 sec	2
> 9 sec &<= 11 sec	3
> 11 sec	4 for every second increase or p thereof exceeding 11 seconds

Penalty for High Complexity transaction violation

Response time to commit a High Complexity transaction over the Quarter	No. of violations to be count for calculation of penalty
> 10 sec &<= 12 sec	3
> 12 sec &<= 14 sec	4
> 14 sec	5 for every second increase or p thereof exceeding 14 seconds

S. No	Service Level	Priority	Response Time and Penalties
7.	Response time for Screen with Query Retrieval • Simple Query • Medium Complexity Query • High Complexity Query (Complexity of the query will depend on the business logic, size of tables in databases being searched, indexing of database and the way procedures are written to retrieve information)	High	Response time for Screen with Query Retrieval during peak usage as measured at any of ITPO's location shall not exceed 4 seconds for Simple Query, 7 seconds for Medium Complexity Query and 10 seconds for High Complexity Query. This service level will be measured on a quarterly basis.

Penalty for Simple Query violation

Response time forScreen with QueryRetrieval for a SimpleQuery over the Quarter	No. of violations to be count for calculation of penalty
> 4 sec &<= 6 sec	2
> 6 sec &<= 8 sec	3
> 8 sec	4 for every second increase or p thereof exceeding 8 seconds

Response Time for Screen with Query Retrieval for a Medium Level Transaction over the Quarter	No. of Violations to be counted for calculation of penalty
> 7 sec &<= 9 sec	2

S. No	Service Level	Priority	Response Time and Penalties	
			> 9 sec &<= 11 sec	3
			> 11 sec	4 for every second increase or part thereof exceeding 8 seconds

Penalty for High Complexity Query violation

Response Time for Screen with Query Retrieval for a Complex Transaction over the Quarter	No. of Violations to be counted for calculation of penalty
> 10 sec &<= 12 sec	3
> 12 sec &<= 14 sec	4
> 14 sec	5 for every second increase or part thereof exceeding 8 seconds

S. No	Service Level	Priority	Response Time and Penalties
8.	Reports Generation	Medium	Reports Generation Response Time during peak usage as measured at any of ITPO's location shall not exceed 4 seconds for Simple Query, 7 seconds for Medium

3.7 Handholding Support: Application Support

i. Level 1 (L1) Defects: The failure to fix has an immediate impact on the ITPO's ability to service its user units, inability to perform critical ITPO office functions or a direct impact on the organization.

ii. Level 2 (L2) Defects: The failure to fix has an impact on the ITPO's ability to service its user units/ that while not immediate, can cause service to degrade if not resolved within reasonable time frames.

iii. Level 3 (L3) Defects: The failure to fix has no direct impact on the ITPO's ability to serve its user units or perform critical ITPO's office functions.

iv. The severity of the individual defects will be mutually determined by the ITPO and SI.

v. This service level will be monitored on a monthly basis.

vi. The below tables give details on the Service Levels the System Integrator should maintain.

Service Level Description	Severity of Violation	Measurement	
Application Support Performance	High	95% of the Level 1 defects shall be resolved within 4 business hours from the time of reporting full details. This service level will be monitored on a monthly basis.	
		Performance over the Quarter	**Violations for calculation of penalty**
		< 95% &>= 90%	1
		< 90% &>= 85%	2
		< 85%	3

Service Level Description	Severity of Violation	Measurement	
Application Support Performance	High	95% of the Level 2 defects shall be re time of reporting full details. This service level will be monitored on	solved within 72 hours from the a monthly basis.
		Performance over the Quarter	**Violations for calculation of penalty**
		< 95% &>= 90%	1
		< 90% &>= 85%	2
		< 85%	3
Application Support Performance	High	100% of the Level 3 defects shall be r the time of reporting full details.This service level will be monitored on	solved within 120 hours from a monthly basis.
		Performance over the Quarter	**Violations for calculation of penalty**
		< 100% &>= 90%	1

Service Level Description	Severity of Violation	Measurement	
		< 90% &>= 80%	2
		< 80%	3

3.8 ContractManagement for Website

i. The System Integrator shall provide proper plan, resources, and escalation procedure to ITPO to report problem case or support request during the warranty and Application Maintenance and Support periods.

ii. The System Integrator shall act as a single point of contact and follow-through with the principals of any third-party providers until the successful resolution of the case.

iii. The support hours for the website shall be:

Mondays to Friday 9.30am to 6.30pm

(For Saturday, Sunday, and Public Holidays at least One Technical resource must be available to handle issues)

iv. The System Integrator's key personnel shall always be contactable via phone.

v. The System Integrator's key personnel shall be on-site to handle severity level 1 problems. As a standard practice it is required to the System Integrator to provide a resolution Hierarchy and therefore an Escalation matrix to department for L1, L2 & L3 support with proper email ID and Contact number to be provided. However wherever required, the System Integrator's senior technical/management will be required to visit ITPO Delhi Phase I or Phase II offices for resolving critical issues.

vi. Upon notification of the problem, the System Integrator's personnel must respond within the required time specified in this tender during the support hours of the systems.

vii. The definition of the Priority level is as follows:

Priority Level	Description	Phone/Email Response Time 1	Resolution Time
P1	Causes severe loss of service. Affect the business operation continuity or unable to process critical	30 Mins	Within Two (2) hours on report of problem
P2	Causes minor loss of service. Affect a particular work area, but can continue to use for the other work areas using temporary	2 hours	Within one (1) working day on report of problem
P3	Causes no loss of service. The impact is an inconvenience, which may require a workaround to restore the functionality.	4 hours	Within three (3) working days on report of problem

3.9 Penalty on non-adherence

Any violation in meeting the requirements for incident or resolving bug during warranty and maintenance period, ITPO shall impose a penalty of 0.2 % of total value of website maintenance for each day delay up to 5 % of website maintenance cost as maximum penalty.

- The penalty amount would be calculated and deducted on quarterly basis as may be decided by ITPO from time to time

SCHEDULE III

USER ACCEPTANCE TESTING

1. A high-level approach to be followed by the System Integrator for the acceptance testing is mentioned below:

   (i) User Acceptance Testing would be applicable once the entire ITPO Web Portal and Application is completely ready and all the Modules under the Agreement are completed and linked.

   (ii) The User Acceptance Testing will be conducted in two phases:

   a) The first phase will comprise of a Closed Group User Acceptance Testing followed by the second phase of extended User Acceptance Testing.

   b) All the issues/defects identified during the first phase of User Acceptance Testing need to be closed by the System Integrator and retested in the first phase before initiating the second phase.

2. User Acceptance Testing would involve:

   (i) Development of Test cases and their approval from ITPO;

   (ii) Web Portal and Application functional testing along with testing of other Quality-of-Service requirements.

3. For all tests required to be performed by ITPO, the System Integrator will prepare the test reports and submit them to ITPO for prior approval. The defects, as identified by ITPO, in any round of User Acceptance Testing shall be communicated to the System Integrator. The System Integrator will undertake necessary steps to troubleshoot and/ or resolve the defects and resubmit the Web Portal and/or Application to ITPO for User Acceptance Testing. This iterative process for User Acceptance Testing will be performed till zero defects are shown by the System Integrator for the test cases developed.

4. The System Integrator shall ensure that errors, as detected in the previous rounds of testing do not get repeated in the successive tests. The software application and test environments required to conduct User Acceptance Testing by ITPO would be provided by the System Integrator along with all the information necessary on-site to complete the User Acceptance Testing. The test environment shall be maintained by the System Integrator before being transferred to ITPO at the end of the Term.

5. Other terms pertaining to User Acceptance Testing shall include:

   (i) The System Integrator shall submit a thorough Testing plan for implementation, Go-live and upgrades for the integrated solution in respect of the Project.

   (ii) The Test plans will be reviewed and approved by ITPO.

   (iii) The System Integrator shall demonstrate the agreed acceptance testing plan prior to acceptance of the solution as well as during Project operations phase, in respect of scalability and performance etc.

   (iv) The System Integrator shall propose a detailed Acceptance plan for ITPO's review. Finalization of the Acceptance plan will be subject to ITPO's approval.

   (v) In case required, parameters might be revised by concerned ITPO Department in mutual agreement with System Integrator and the revised parameters shall be considered for acceptance criteria.

   (vi) A comprehensive system shall be set up having the capability to log and track the testing results, upload and maintain the test cases and log and track issues and/or bugs identified.

   (vii) ITPO or an appointed third-party auditor (as approved by ITPO) to perform User Acceptance Testing.

   (viii) The System Integrator shall prepare the User Acceptance Testing test cases.

(ix) User Acceptance Testing to be carried out in the exact same environment/architecture that would be set up for production. System Integrator shall fix all bugs and issues raised during User Acceptance Testing and get approval on the fixes from ITPO/auditor before production deployment.

(x) Changes in the Digital Platform as an outcome of User Acceptance Testing shall not be considered as Change Request.

SCHEDULE IV

USER TRAINING

1. The System Integrator shall undertake user training, which, *inter alia*, include but shall not limited to the following:

A. Preparation of Training Materials

(i) Training Plan:
The System Integrator shall prepare a detailed training plan covering details of the trainings to be conducted, targeted audience, location, dates for training, duration and training content. The training plan would be submitted to ITPO as per the timelines stated in this Agreement, for feedback and approval from ITPO.

(ii) Training Materials:
The System Integrator shall create training materials for all the training programmes and shall obtain ITPO's prior approval for such training materials at least two (2) weeks before delivery of the training program. Additionally, the System Integrator shall provide online versions of all the training modules. These online training modules will be made available to only the eligible users. The training requirements mentioned herein are minimal requirements and are subject to further revisions as per ITPO's discretion.

B. Training Programmes

(i) The System Integrator shall be responsible to set up the entire infrastructure essential in providing successful training to the officials/employees, in respect of computers, network, printer, LCD projector, screen, printed course material and consumables like pen, writing pad, utility software CDs (if required) etc. The System Integrator shall create and provide the training content and conduct required training on site at ITPO's premises.

(ii) The system Integrator shall develop the schedule and the training material for imparting required training, in consultation with ITPO. The System Integrator shall submit a softcopy and hardcopy of the training material to ITPO before each training session. The softcopy shall be uploaded on the Intranet for future reference for employees of ITPO.

(iii) Functional training on all ITPO Modules shall be made available. This should be included in the rules for new induction, transfers and promotion. ITPO shall provide the necessary input for preparing the training material. System Integrator shall make all necessary software available for these training courses.

(iv) A detailed training schedule, including the dates, areas to be covered, time and the training literature shall be supplied by the System Integrator to ITPO, at various stages of the cycle and feedback for effectiveness will be required to be agreed to by all three parties (the respective department, consultants and the System Integrator) during the performance of the terms of this Agreement.

SCHEDULE V

SCOPE OF WORK PERTAINING TO THE FUNCTIONAL REQUIREMENTS AND ARCHITECTURAL REQUIREMENTS FOR DESIGNING, DEVELOPMENT, IMPLEMENTATION AND SUPPORT FOR DIGITAL PLATFORM

PART I: FUNCTIONAL REQUIREMENTS

1. **Existing Landscape and Challenges**

   (i)   Currently ITPO's operations are divided into distinct modules, each catering to a specific line of business. These separate modules often result in isolated data, limited collaboration, and redundant processes. Each module has its own identity and access management system, leading to a fragmented user experience.

   (ii)   Users need to manage multiple credentials for different modules, causing inefficiencies and potential security issues. Currently,asset management also occurs in silos, preventing a centralized view of assets across the resource availability.

   (iii)   The absence of direct integration between modules and the billing system results in manual data transfers and potential errors. External integration capabilities are constrained due to the isolated nature of modules. Integrating with external partners, vendors, or third-party systems requires custom solutions and can be time-consuming.

   (iv)   IT services are spread across a combination of on-premises and co-located environments. The absence of a scalable architecture prevents the organization from efficiently handling increased workloads and user demands.

2. **Functional requirements of the Digital Platform**

   (i)   ITPO, being a Governmentagency which also promotes Indian trade and investment overseas, is a large organization that provides a variety of services. In order to improve efficiency and effectiveness of all business processes, the Digital Platform - a system integrated and embedded with other applications - is required.

(ii)   The Digital Platform, *inter alia,* will consist of an ERP, CRM, HRMS, Citizen Centric Portal, Analytics Module, project management solutions, mobile applications, and seamless integration on the backbone of cloud architecture amongst others. A full-fledged Digital Platform will help ITPO manage their core business such as accounting, manufacturing, sales, and customer relationship management. A well-implemented ERP system and digital platform shall provide ITPO with a number of benefits, including but not limited to:

A. **Improved visibility and control over operations:** Providing ITPO with a single, integrated view of its operations, which shall help to track and manage its data more effectively. This would lead to improved visibility and control over operations, which would help ITPO to identify and resolve problems more quickly and efficiently.

B. **Increased efficiency and productivity:** Assisting ITPO in automating several of its manual processes, which would free up its employees to focus on more value-added tasks. This could lead to increased efficiency and productivity across the organization.

C. **Reduced costs:** Reducing its costs in a number of ways, such as by reducing the need for manual data entry, improving inventory management, and streamlining procurement processes. The application would also provide users with access to tools needed to work remotely, share data and collaborate easily across the organization.

D. **Improved decision-making:** Providing ITPO with access to real-time data and analytics, which would provide improved insights into operations and support with business decision making. This could lead to improved profitability, customer satisfaction, and market share.

E. **Enhanced customer service and relationship management:** Enable ITPO to provide to its customers with a more personalized and efficient service experience. This could lead to increased customer loyalty and repeat business.

The implementation of solutions for the said Digital Platform, along with other complementary solutions, shall be a viable way for ITPO to improve its existing digital platform and achieve its business goals.

3. **Functionalities of the Digital Platform**

The Digital Platform should enable ITPO to incorporate a more holistic approach to their digital offerings, ensuring that they are hosted on the cloud, integrated, scalable, observable, and loosely coupled. A total of nine (9) core Modules, three (3) back-office Modules and five (5) common services Modules have been suggested, as follows:
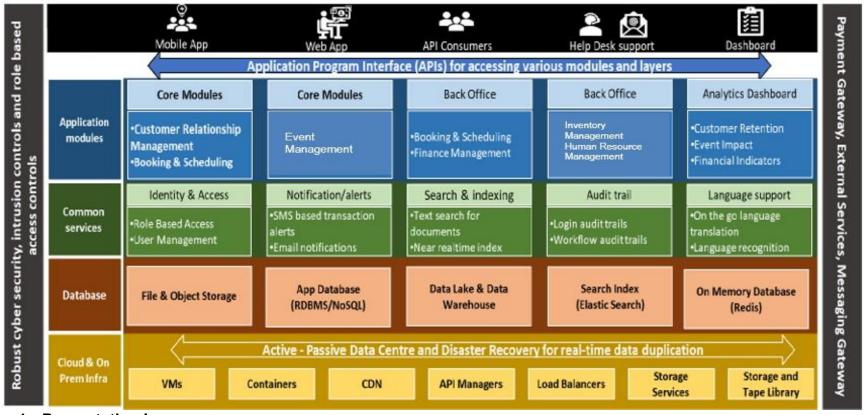
Core Module	Core Module	Core Module	Core Module	Core Modules
Customer Relationship Management (CRM) module	Event Management Module	Corporate Website	Document Management Module	Inventory and Supply Chain Management module

Back Office Module	Back Office Module	Back Office Module
Financial Management Module	Human Resource Management Module	Analytics Module

Identity & Access	Notification/alerts	Search & indexing	Audit trail	Language support
•Role Based Access •User Management	•SMS based transaction alerts •Email notifications	•Text search for documents •Near realtime index	•Login audit trails •Workflow audit trails	•On the go language translation •Language recognition

3.1 Core Modules: As mentioned in the RFP document

PART II: ARCHITECTURAL REQUIREMENTS

The architectural requirements of the proposed solution are explained below. The proposed solution shall consist of similar layers which are loosely coupled and extendable.

1. **Presentation Layer**

   The presentation layer will consist of front facing components as mentioned below:

(i) **Mobile Application:** This component represents the mobile application interface through which users can interact with the Digital Platform. It should provide a user-friendly mobile experience with features and functionalities tailored for all mobile devices. The details of mobile application are given in Annexure 8.20 of the RFP.

(ii) **Web Application Platform:** The web application platform serves as the interface for users accessing the Digital Platform through web browsers. The proposed solution shall offer a rich user interface and support a wide range of features and interactions. The details of the web application are given in Annexure 8.19 of the RFP.

(iii) **Analytics Dashboard:** The analytics dashboard will provide users with visual representations of data and insights generated by all Modules. It shall allow users to track key metrics, analyze trends, and make informed decisions. The details of the analytics dashboard are given in Annexure 8.18 of the RFP.

(iv) **Public APIs:** This component exposes a set of APIs to enable integration with external systems or third-party applications. It shall allow developers to interact with the solution platform programmatically and build custom applications or services to extend functionalities.

2. **Application Modules**

This layer will consist of all business services that shall fulfill the functional requirements of all the Modules mentioned in the functional requirements. These services will be exposed to presentation layer components as well as other services through REST APIs.

3. **Common Modules**

This layer will consist of all common services as mentioned in the functional requirements. These services will be exposed to presentation layer components and other services through REST APIs.

4. **Database Layer**

(i) The choice of the database layer for the Digital Platform is critical and it is expected that the modern software architecture chosen encompasses a wide range of data management technologies and strategies to meet the diverse needs of applications. This should serve as a critical component for storing, organizing, and efficiently retrieving data. This layer is important and needs to include several key components, each tailored to specific data requirements and

use cases. This database layer is a versatile and essential component of modern software architecture, comprising a mix of storage solutions and database technologies tailored to meet specific data requirements. This plays a pivotal role in ensuring data integrity, scalability, and performance while enabling applications to harness the power of data for analytics, decision-making, and user interactions. System Integrator shall choose the right components within the database layer which is a critical decision in architecting robust and efficient software systems.

(ii)   Different types of database technologies that should be used are indicated below. Bidders shall provide justification for the choice of technologies used at the database layer:

(a) File and object storage are fundamental building blocks of the database layer, offering versatile data storage solutions. The choice of the Digital Platform's file storage systems should be ideal for storing and managing the structured and unstructured data, including documents, images, and multimedia files. These systems organize data into hierarchical file structures and are often used for content management and user-generated content. The choice of object storage platform needs to be designed for scalable and distributed data storage. It stores data as objects with unique identifiers and is highly suitable for cloud-based applications, backups, and data archiving. Object storage provides durability, scalability, and easy access via APIs.

(b) The choice between RDBMS (Transactional Data) and NoSQL (Semi-Structured Data) databases for the Digital Platform need to be align with the application's requirements. Bidder should provide proper justification for the selection made by them.

(c) The choice of relational databases should excel at managing structured data with well-defined schemas. It should enforce data integrity through relationships and support complex querying using SQL. The RDBMS systems are commonly used for transactional applications, financial systems, and applications requiring strong ACID compliance.

(d) The choice of NoSQL databases for the Digital Platform should be designed for handling unstructured or semi-structured data. It should offer flexibility in schema design, horizontal scalability, and high availability.

(e) The selection of data lakes and data warehouses for the Digital Platform shall address the need for storing and processing large volumes of structured and unstructured data for analytics and business intelligence. It is expected the data lake solution chosen is capable of a storage repository which allows to store vast amounts of raw data in its native format. It should be suitable for collecting diverse data sources, including logs, sensor data, and social

media feeds. Data lakes should enable advanced analytics, data exploration, and machine learning. The choice of data warehouses should be optimized for fast query processing and reporting. It needs to consolidate data from various sources into a structured format for business intelligence and decision support. As data warehouses are crucial for historical data analysis, trend identification, and reporting, the Digital Platform shall have in-memory databases to store data entirely in RAM, providing lightning-fast data access and retrieval.

(f)   The in-memory caching chosen should be capable of frequently accessing data in RAM to reduce database load and improve application performance. This shall aid in accelerating read-heavy operations and real-time applications. Examples of in-memory databases like Redis and Memcached which provide high-speed data storage and retrieval and make them ideal for use cases that demand low-latency access, such as session management and caching.

5. Cyber Security Layer

The Digital Platform shall include a software architecture cyber security layer as a crucial component, which shall be responsible for safeguarding the system and the Digital Platform, its data, and users from various cyber threats and vulnerabilities. This layer needs to employ a range of security mechanisms and practices to ensure the confidentiality, integrity, and availability of the system and the Digital Platform. Some of the key elements commonly found in the cybersecurity layer are;

(i)   The components in this solution shall include, *inter alia*, Firewalls which should act as a barrier between the internal and external network, potentially untrusted networks, protecting against unauthorized access, DDoS attacks, and filtering out malicious traffic.

(ii)   Intrusion Detection and Prevention System (IDPS) for the Digital Platform to be designed in a manner which shall be able to identify and respond to suspicious activities and security breaches in real time. IDPS monitors network traffic and system activities, looking for patterns or behaviours that may indicate a cyber threat. IDPS shall be incorporated in such a manner that it shall generate alerts and take automated actions to block or mitigate threats, detect and prevent unauthorized access, malware, and abnormal behaviour.

(iii)   RBAC is essential to ensure that users and system components have such permissions and access levels based on

their assigned roles and responsibilities. The solution shall ensure to define roles, assign permissions to different roles, including associated users or entities having specific roles. Users can only perform such actions as permitted to them by their assigned roles. Thus, enforcing least privilege access, reducing the attack surface, and preventing potential unauthorized actions.

(iv)   The solution for the Digital Platform needs to ensure that users and systems are authenticated and authorized accurately,before granting access to any resources. This should involve secure user authentication methods (e.g., MFA), strong password policies, and fine-grained authorization controls. Thus, protecting against unauthorized access and ensuring that users have the appropriate permissions.

(v)   The solution shall ensure any sensitive data is encrypted in the such manner which shall prevent any undesired unauthorized access, interception, or tampering. Implementing appropriate encryption mechanisms like SSL/TLS for data in transit, encryption at rest and data masking or tokenization for sensitive data fields.

(vi)   SIEM systems should be used in the solution to aggregate, correlate, and analyze security event data from various sources to identify threats and vulnerabilities. SIEM systems shall collect and analyze log data, generate alerts, and provide dashboards for security monitoring and incident response. Thus, real-time threat detection, incident investigation, and compliance reporting can be enabled.

6. Gateway Services Layer

The gateway services layer in application architecture of the Digital Platform shall serve as an interface between an application and external systems or services, facilitating seamless communication and data exchange. This should include various types of gateways, such as application gateways, payment gateways, and messaging gateways. Together, these gateway services shall streamline interactions, enhance security, and optimize the functionality of modern applications:

(i)   An application gateway manages incoming traffic, routing it to the appropriate services or microservices within the application, ensuring efficient resource allocation.

(ii)   Payment gateways handle secure payment processing, enabling e-commerce transactions by securely transmitting payment information to financial institutions.

(iii)   Messaging Gateways enable real-time communication between applications, allowing the exchange of messages, notifications, and data, which is vital for building responsive and interconnected systems.

7. Infrastructure Layer

The choice of cloud infrastructure components for the Digital Platform shall encompass the foundational elements required to deliver cloud computing services. These components shall include, *inter alia*;

(i)   **Compute:** This shall provide scalable virtualized resources for running applications;

(ii)   **Storage:** This shall offer scalable and resilient data storage solutions;

(iii)   **Networking:** This shall ensure in enabling connectivity, load balancing, and security within the cloud environment;

(iv)   **Orchestration and Management:** Such tools shall help to automate provisioning and management tasks.

(v)   **Cloud Infrastructure:** The cloud infrastructure provisioned as a service (IaaS) shall offer services such as DBMS, content delivery, and identity and access management thereby enhancing the capabilities and flexibility of cloud environments. Collectively, these components form the backbone of cloud computing, empowering organizations to deploy and scale their applications efficiently while optimizing resource utilization and cost management.

The System Integrator can leverage existing on-premises (not mandatory) infrastructure which is currently a strategic approach by ITPO and looking to modernize their IT systems while making the most of its current investments. This involves optimizing and extending the lifespan of existing hardware, software, and data center resources and transitioning to a fully cloud-based model. Thus, leveraging the existing infrastructure include implementing virtualization technologies to improve resource utilization, adopting hybrid cloud solutions that shall integrate on-premises and cloud resources seamlessly, and assist in regular assessment and upgradation of hardware and software to maintain the required efficiency and security.

8. Adherence to India Stack Alignment
The System Integrator is expected to build the Digital Platform by adhering to the architecture principles as proposed or set forth by India stack alignment and should be guided by the following principles. The architecture principles provided below are

guidelines and the best practices for designing a robust, scalable, and adaptable system. It is also essential that the System Integrator complies with the applicable India Stack architecture principles. India Stack is a set of open APIs and technology components that provide a foundation for building digital infrastructure and services in India. By incorporating the India Stack architecture principles, ITPO can ensure compatibility and integration with the larger Indian digital ecosystem. Adherence to the following principles shall aid ITPO to build flexible, interoperable, and secure solutions, which can evolve with the changing requirements and technological advancements.

(i)   **Focus on building platforms, not monolithic applications**: This principle suggests development of such platforms which shall provide reusable services and components, enabling the construction of flexible and scalable applications. By building such platforms, ITPO can leverage common functionalities, reduce duplication, and promote modular and decoupled architectures, at any period of time as may be required.

(ii)   **Unbundle applications into many microservices**: This principle involves breaking down applications into smaller, independent services known as microservices. Thus, by unbundling applications the architecture promotes loose coupling, flexibility, and scalability. It is expected that the System Integrator builds the Digital Platform as microservices, which can be developed, deployed, and scaled independently, facilitating agile development and enabling easier maintenance and updates.

(iii)   **Adopting open standards and open source**: ITPO as an organization encourages the use of open standards and open-source technologies. Open standards ensure interoperability and facilitate integration with other systems, while open-source technologies offer transparency, community support, and the ability to customize and extend software solutions.

(iv)   **Have emphasis on using commodity and heterogeneous computing for building solutions**: This method suggests utilizing commodity hardware and diverse computing resources instead of relying on specialized or proprietary systems. By leveraging commodity hardware and embracing heterogeneity, organizations can achieve cost-effectiveness, scalability, and flexibility in their infrastructure and computing environments.

(v)   **Interoperability through open specifications**: This method of solution building emphasizes the adoption of open specifications and interfaces which enable seamless communication and integration between different systems and components. By adhering to open specifications, the solution for ITPO can ensure compatibility, promote interoperability,

and avoid vendor lock-in.

(vi) **Privacy and Security by Design**: ITPO management emphasizes incorporating privacy and security considerations from the early stages of system design. This shall be ensured by way of implementing robust security measures, protecting user data, following best practices, and complying with privacy regulations. In order to build trust and protect sensitive information, it is essential that privacy and security is given utmost priority.

(vii) **Build solutions incorporating trust by design through registries, signatures, and attestations**: This method would focus on establishing trust within a system through mechanisms such as registries, digital signatures, and attestations. By leveraging these techniques, ITPO can verify the authenticity, integrity, and provenance of data, components, and services, fostering trust and mitigating risks.

(viii) **Incorporating Scalability by design**: ITPO expects that the System Integrator shall ensure designing the systems which are able to scale seamlessly as demand increases. It encompasses horizontal scalability by adding more instances or nodes to handle increased load, vertical scalability by upgrading hardware resources, and employing distributed architectures. Scalability by design ensures systems can handle growing workloads effectively.

(ix) **The Solution should incorporate observability through telemetry**: It is expected that the System Integrator develops solutions for ITPO by the incorporation of observability features into the systems by leveraging telemetry. Observability involves collecting and analysing data from various sources, such as logs, metrics, and distributed tracing, to gain insights into system behaviour, performance, and troubleshooting. It enables in efficient monitoring, debugging, and optimization of systems.

(x) **Failure resilience and isolation by design**: This principle suggests designing systems to be resilient to failures and faults. It involves employing techniques like redundancy, fault tolerance, and isolation to minimize the impact of failures and ensure system availability. By designing for failure resilience, ITPO solution can improve reliability, minimize downtime, and enhance end user experience.

(xi) **Digital Infrastructure as a Public Good**: ITPO Emphasize the development of digital infrastructure that is accessible to all citizens, businesses, and government entities. This to be done by leveraging India Stack's open APIs and services, wherein organizations can contribute to the democratization of digital services and enable widespread access.

(xii) **Consent-based Data Sharing**: System Integrator shall ensure that all necessary steps are taken to prioritize user consent and control access over personal data sharing. Adhere to the privacy regulations and implement robust consent management mechanisms to ensure that the user data is shared only pursuant to an explicit permission granted in relation thereto.

(xiii) **Paperless and Presence-less**: Digital Platform of ITPO shall promote the transition to paperless and presence-less interactions by leveraging digital identity and authentication mechanisms. Utilize *Aadhaar* based authentication and other components of India Stack to enable seamless, secure, and remote digital transactions.

(xiv) **Interoperability**: The solution developed for ITPO shall foster interoperability by ensuring adherence to standardized data formats, APIs, and protocols. The systems and services shall be developed in such a manner that they can seamlessly integrate and exchange information with other India Stack-compliant platforms, promoting interoperability across the Indian digital ecosystem.

SCHEDULE VI

TERMS OF PAYMENTS

The following schedule would be followed for payment during the implementation of the Project:

1. PAYMENT MILESTONES – As defined in the RFP document

ProjectPaymentSchedule		
Sr.No	Milestone	Paymentinpercentageterms
1.	Release1:SubmissionandapprovaloftheBRD,HLD	10% of overall project cost
2.	Release1:Submissionandapprovalofthe Uses cases, SRS, Design Document,Wireframe &SprintPlan	
3.	Release1:UAT	
4.	Release1:GoLive&UserTraining(withcompleteDataMigration)	
5.	Release2:SubmissionandApprovaloftheBRD,HLD	10% of overall project cost
6.	Release2: SubmissionandApproval oftheUsescases,SRS,DesignDocument, Wireframe&SprintPlan	
7.	Release2:UAT	
8.	Release2:GoLive&UserTraining	
9.	Release3:SubmissionandApprovaloftheBRD,HLD	10% of overall project cost
10.	Release3: SubmissionandApproval oftheUsescases,SRS,DesignDocument,Wireframe&SprintPlan	
11.	Release3:UAT	
12.	Release3:GoLive&UserTraining	

13.	Operations & Maintenance Cost (1. Starts Post Implementation) (2. Payable half yearly for 48 months and separately for last one Quarter. Total ie 51 Months)	**59.5% of overall project cost** **(7% half yearly ie every 06 months for 48 months)** **(3.5% last quarter ie 03 months)** **Total 51 months**
13.	Knowledge Transfer, Handover of theSourceCodeandProjectDocumentationtotheclient **(Payable attheendoftheproject)**	**10.5% of overall project cost**

Note to Bidders:

All payments will be made as per GFR Rule.

SCHEDULE VII

POST IMLPEMENTATION CHANGE REQUEST TEMPLATE

(i)   Project Name/ ID:

(ii)   Change Request Number:

(iii)   Date of Submission:

(iv)   Requester Name:

(v)   Requester Position/ Title:

(vi)   Contract Information:

(vii)   Change Details:

     a. Description of Change:

     b. Rationale for Change:

     c. Anticipated Benefits:

     d. Technical Details (If Applicable)

(viii) Review and approval:

1. Response:
2. Efforts (Role wise):

Use case	Activity	Role	Mandays	Blended Rate
[●]	[●]	[●]	[●]	[●]

3. Technical Implications:
4. Cost Implications:

5. Review and approval:

Approval from ITPO and System Integrator:

(Sign ITPO)   (Sign SI)

SCHEDULE VIII

PROJECT DURATION AND PROJECT SCHEDULE

1. **Project Duration**

   The total Project Duration is sixty (60) months,from the Execution Date, out of which nine (9) months will be used for Project implementation, i.e. Phase- I, and the remaining fifty-one (51) months for Phase- II, i.e.Operations and Maintenance ("**O&M Period**"), i.e. Phase- II. The detailed breakup is provided in the table below. System Integrator shall provide details of the Project support team (comprising four (04) members) who will be stationed at ITPO's office at New Delhi during the Operations and Maintenance Work.

2. **Project Schedule**

   The Project Schedule within which the System Integrator shall deliver the project is provided below. In the table below, "T" denotes the date of signing of the Contract.

S.No.	Release	Phase	Milestone	Timelines
1.	Rel1 ● Event Management ● Finance ● CommonUtilities ● Website	PreparationoftheFRS/BRD& HLDdocument	SubmissionofthedetailedBRD/FRS,HLDdocumentincluding thescope,dependenciesandmodules	T+15days
2.		Preparationoftheusecases	Detailed SRS, Use Cases, LLD, Sprint Plan &Wireframes demonstrationtotheclient	T+45Days
3.		First cutof all the proposed modules	Alive/betademonstrationofthemodulestoclient	T+60days
4.		UATandSignoffs	UndertakeUATandincorporatethesuggestionsonthemodules	T+75days
5.		GoLive(Release1),alongwith Training	BetaGo-Liveoftheentireapplication	T+90Days
6.		IncorporatingbugfixespostGo-Live	Suggestionandimportantbugfixes	T+100Days

7.	Rel2 ● HRM ● CRM ● Inventory	PreparationoftheBRD/FRS,HLDdocument	SubmissionofthedetailedBRD/FRS,HLDdocumentincludingthescope,dependenciesandmodules	T+105days
8.		Preparation of the use cases	Detailed SRS, Use Cases, Sprint Plan, LLD & Wireframes demonstration to the client	T + 135 Days
9.		First cut of all the proposed modules	A live / beta demonstration of the modules to client	T + 150 days
10.		UAT and Signoffs	Undertake UAT and incorporate the suggestions on the modules	T + 165 days
11.		Go Live (Release 2), along with Training	Beta Go-Live of the entire application	T + 180 Days
12.		Incorporating bug fixes post Go-Live	Suggestions and important bug fixes	T + 190 Days
13.	Rel 3 ● Document Management ● Analytics	Preparation of the BRD/FRS, HLD document	Submission of the detailed BRD document including the scope, dependencies and modules	T + 195 days

14.	● Fixes & Enhancements	Preparation of the use cases	Detailed SRS, Use Cases, Sprint Plan, LLD & Wireframes demonstration to the client	T + 225 Days
15.		First cut of all the proposed modules	A live / beta demonstration of the modules to client	T + 240 days
16.		UAT and Signoffs	Undertake UAT and incorporate the suggestions on the modules	T + 255 days
17.		Go Live (Release 3), along with Training	Beta Go-Live of the entire application	T + 270 Days
18.		Incorporating bug fixes post Go-Live	Suggestions and important bug fixes	T + 280 Days
19.	Quarterly Maintenance	Operation & Support	For 17 Quarters	Post Implementation Phase

SCHEDULE IX

EXIT MANAGEMENT SCHEDULE

1. **PURPOSE:**

1.1. This Schedule sets out the provisions, which will apply on expiry or termination of the Agreement, the Implementation work, Operation and Management Work.

1.2. In the case of termination of the Implementation Work and/or Operation and Management Work, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.

1.3. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

2. **TRANSFER OF ASSETS:**

2.1. ITPO 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 ITPO with a complete and up to date list of the assets within 30 days of such notice. ITPO shall then be entitled to serve notice in writing on the System Integrator at any time prior to the date that is 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 ITPO or its nominated agencies at book value as determined as of the date of such notice in accordance with the provisions of relevant laws.

2.2. In case of contract being terminated by ITPO, ITPO reserves the right to ask the System Integrator to continue running the project operations for a period of six (6) months after termination orders are issued.

2.3. Upon service of a notice under this Article the following provisions shall apply:

(i) 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 ITPO.

(ii) All risk in and title to the assets to be transferred/ to be purchased by ITPO pursuant to this Article shall be transferred to ITPO, on the last day of the exit management period.

(iii) ITPO 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 Schedule for Terms of Payment.

(iv) Payment to the outgoing System Integrator shall be made to the tune of last set of completed services/ deliverables, subject to Service Level requirements.

(v) The outgoing System Integrator will pass on to ITPO and/or to a replacement System Integrator ("**Replacement System Integrator**"), the subsisting rights in any leased properties/ licensed products on terms not less favorable to ITPO/ Replacement System Integrator, than that enjoyed by the outgoing System Integrator.

3.   COOPERATION AND PROVISION OF INFORMATION

3.1. **During the exit management period:**

(i) The System Integrator will allow ITPO 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 ITPO to assess the existing services being delivered;

(ii) promptly on reasonable request by ITPO, 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 (whether provided by the System Integrator or subcontractors appointed by the System Integrator). ITPO shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The System Integrator shall permit ITPO or its nominated agencies to have reasonable access to its employees and facilities as reasonably required by the ITPO to understand the methods of delivery of the services employed by the System Integrator and to assist appropriate knowledge transfer.

4.   CONFIDENTIAL INFORMATION, SECURITY AND DATA

4.1. The System Integrator will promptly on the commencement of the exit management period supply to ITPO or its nominated agency the following:

(i) information relating to the current services rendered and customer and performance data relating to the performance of sub contractors in relation to the services;

(ii) documentation relating to Project's Intellectual Property Rights;

(iii) documentation relating to sub-contractors;

(iv) all current and updated data as is reasonably required for purposes of ITPO or its nominated agencies transitioning the services to its Replacement System Integrator in a readily available format nominated by the ITPO, its nominated agency;

(v) all other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable ITPO or its nominated agencies, or its Replacement System Integrator to carry out due diligence in order to transition the provision of the Services to ITPO or its nominated agencies, or its Replacement System Integrator (as the case may be).

4.2. Before the expiry of the exit management period, the System Integrator deliver to ITPO or its nominated agency all new or up-dated materials from the categories set out in this Schedule and shall not retain any copies thereof.

4.3. Before the expiry of the exit management period, unless otherwise provided under the Agreement, ITPO or its nominated agency shall deliver to the System Integrator all forms of System Integrator's confidential information, which is in the possession or control of ITPO or its users.

5. EMPLOYEES

5.1. 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 ITPO 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 management period.

5.2. Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the System Integrator to ITPO 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.

6. TRANSFER OF CERTAIN AGREEMENTS

On request by ITPO or its nominated agency the System Integrator shall effect such assignments, transfers, licences and sub-licences as ITPO may require in favour of the ITPO or its Replacement System Integrator 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 ITPO or its nominated agency or its Replacement System Integrator.

7. RIGHTS OF ACCESS TO PREMISES

7.1. At any time during the exit management period, where Assets are located at the System Integrator's premises (if any), the System Integrator will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) ITPO or its nominated agency and/or any Replacement System Integrator in order to make an inventory of the Assets.

7.2. The System Integrator shall also give ITPO or its nominated agency or its nominated agencies, or any Replacement System Integrator right of reasonable access to the premises and shall procure ITPO 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 ITPO or its nominated agency, or a Replacement System Integrator.

8. GENERAL OBLIGATIONS OF THE SYSTEM INTEGRATOR

8.1. 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 ITPO 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.

8.2. For the purposes of this Schedule, anything in the possession or control of any System Integrator, associated entity, or subcontractor is deemed to be in the possession or control of the System Integrator.

8.3. The System Integrator shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

9. EXIT MANAGEMENT PLAN

9.1. The System Integrator shall provide ITPO 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 implementation of the Project, and the Operation and Management Work.

(i) A detailed program of the transfer process that could be used by ITPO directly or together with or indirectly through an agency nominated by ITPO or 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;

(ii) plans for the communication with such of the System Integrator 's sub contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on ITPO's operations as a result of undertaking the transfer;

(iii)(if applicable) proposed arrangements for the segregation of the System Integrator's networks from the networks employed by ITPO and identification of specific security tasks necessary at termination;

(iv)Plans for provision of contingent support to ITPO, and Replacement System Integrator for a reasonable period after transfer.

9.2. The System Integrator shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.

9.3. Each Exit Management Plan shall be presented by the System Integrator to and approved by ITPO or its nominated agencies.

9.4. All Project related documents and information, including for operation, with latest updates, shall be provided by the System Integrator to ITPO.

(DRAFT FOR DISCUSSSION)

9.5. The terms of payment as stated in the schedule for Terms of Payment include the costs of the System Integrator complying with its obligations under this Schedule.

9.6. In the event of termination or expiry of the Agreement, and implementation of the Project, each Party shall comply with the Exit Management Plan.

9.7. The System Integrator shall ensure knowledge transfer exercise which shall enable ITPO or its nominated agencies to operate the Project going forward and provide services to different departments of ITPO.

9.8. During the exit management period, the System Integrator shall use its best efforts to deliver the services.

9.9. Payments during the Exit Management period shall be made in accordance with the Payment Schedule.

9.10. This Exit Management plan shall be furnished in writing to ITPO or its nominated agencies within fifteen (15) days from the receipt of termination or three (3) months prior to the expiry of the Agreement.

SCHEDULE X

GOVERNANCE SCHEDULE

1. PURPOSE

The purpose of this Schedule is to:

(i)   establish and maintain the formal and informal processes for managing the relationship between ITPO and the System Integrator (including the outputs from other Schedules to this Agreement);

(ii)   define the principles that both Parties wish to follow to ensure the delivery of the Services;

(iii)   ensure the continued alignment of the interests of the Parties;

(iv)   ensure that the relationship is maintained at the correct level within each Party;

(v)   create the flexibility to revise and maintain the relationship and this Agreement during the Term;

(vi)   set out the procedure for escalating disagreements; and

(vii)   enable contract administration and performance management.

2. GOVERNANCE STRUCTURE

(i)   **Project Managers:** The relationship under this Agreement will be managed by the Project Managers appointed by each Party, who will provide the interface between the executive management of the respective Parties.

(ii)   **Project Implementation Unit (PIU)**: Within seven (7) days following the Effective Date, ITPO 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 will 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.

(iii)   The Project Managers shall have responsibility for maintaining the interface and communication between the Parties.

(iv)   The PIU will meet formally on a fortnightly / monthly / quarterly, as required, basis at a time and location to be agreed between them. These meetings will cover, as a minimum, the following agenda items: (i) consideration of Quarterly

Performance Reports; (ii) consideration of matters arising out of the terms of the Agreement; (iii) issues escalated in accordance with the escalation procedure as set out in the Governance Schedule; (iv) matters to be brought before the PIU in accordance with the Agreement and the Schedules; (v) any matter brought before the PIU by the System Integrator under this Schedule; and (vi) any other issue which either Party wishes to add to the agenda.

(v)   In the event that there is any material factor which affects the delivery of the Services or the terms of payment as stated in the Terms of Payment Schedule, the Parties agree to discuss in the PIU any appropriate amendment to the Agreement or Services including any variation to the terms of payment as stated in the Terms of Payment Schedule.

3. GOVERNANCE PROCEDURES

(i)   The System Integrator shall document the agreed structures in a procedures manual.

(ii)   The agenda for each meeting of the PIU 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 PIU, along with relevant pre- reading material, shall be distributed at least one week in advance of the relevant meeting.

(iii) All meetings and proceedings will 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.

(iv)   The Parties shall ensure as far as reasonably practicable that the PIU 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.

(v)   In order formally to submit a disputed matter to the aforesaid for a Party ("**Claimant**") shall give a written notice ("**Dispute Notice**") to the other Party. The Dispute Notice shall be accompanied by (a) a statement by the Claimant describing the disputed matter in reasonable detail and (b) documentation, if any, supporting the Claimant's position on the disputed matter.

(vi)   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 as per the process mentioned in the Agreement.

(vii)   All negotiations, statements and / or documentation pursuant to these sections shall be without prejudice and confidential (unless mutually agreed otherwise).

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 will use all their respective reasonable endeavours to reduce the elapsed time in reaching a resolution of the

SCHEDULE XI

AUDIT, ACCESS AND REPORTING

1. PURPOSE

This Schedule details the audit, access and reporting rights and obligations of ITPO or its nominated agency and the System Integrator.

2. AUDIT NOTICE AND TIMING

2.1. As soon as reasonably practicable after the Execution Date, the Parties shall use their best endeavours to agree to a timetable for routine audits during the Implementation Work (Phase-I) and the Operation and Management Work (Phase- II). Such timetable during the Implementation Work, ITPO or its nominated agency and thereafter during the phase of operation and Maintenance Work, ITPO or its nominated agency shall conduct routine audits in accordance with such agreed timetable and shall not be required to give the System Integratorany further notice of carrying out such audits.

2.2. ITPO 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.

2.3. The frequency of audits shall be a (maximum) half yearly, provided always that the ITPO 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 two (2) weeks to the System Integrator.

2.4. ITPO will ensure that any 3rd party agencies (except CAG), appointed to conduct the audit,shall not be the competitor of System Integrator and will be bound by confidentiality obligations.

3. ACCESS

The System Integrator shall provide to ITPO or its nominated agency reasonable access to employees, subcontractors, suppliers, agents and third-party facilities as detailed in the Agreement, 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. ITPO 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.

4. AUDIT RIGHTS

4.1. ITPO or its nominated agency shall have the right to audit and inspect suppliers, agents and third-party facilities (as detailed in the RFP), data centres, documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:

(i) The security, integrity and availability of all data processed, held or conveyed by ITPO and documentation related thereto.

(ii) That the actual level of performance of the services, i.e. Service Levels, is the same as stated in the Agreement or as may be specified.

(iii) That the System Integrator has complied with the relevant technical standards and has adequate internal controls in place.

(iv) The compliance of the System Integrator with any other obligation stated in the Agreement or as may be specified.

(v) Security audit and implementation audit of the system shall be done once each year, with prior consent of ITPO, the cost of which shall be borne by the System Integrator.

(vi) 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 System Integrator' employees, or (iii) minutes of its internal Board or Board committee meetings including internal audit, or (iv) such other information of commercial-in-confidence nature which are not relevant to the Services associated with any obligation under the Agreement.

5. AUDIT RIGHTS OF SUB-CONTRACTORS, SUPPLIERS AND AGENTS

5.1. The System Integrator shall use reasonable endeavours to achieve the same audit and access provisions as defined in this Schedule with sub-contractors who supply labour, services in respect of the services. The System Integrator shall inform ITPO or its nominated agency prior to concluding any sub-contract or supply agreement of any failure to achieve the same rights of audit or access.

5.2. REPORTING: The System Integrator will provide quarterly reports to ITPO regarding any specific aspects of the Project and in context of the audit and access information as required by ITPO or its nominated agency.

6. ACTION AND REVIEW

6.1. Any change or amendment to the systems and procedures of the System Integrator, or sub- contractors, where applicable arising from the audit report shall be agreed within thirty (30) calendar days from the submission of the said report.

6.2. Any discrepancies identified by any audit pursuant to this Schedule shall be immediately notified to ITPO 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.

7. TERMS OF PAYMENT

ITPO shall bear the cost of any audits and inspections. The terms of payment are exclusive of any costs of the System Integrator and the sub-contractor, for all reasonable assistance and information provided under the Agreement, the Implementation Work, Operation and Management Work by the System Integrator pursuant to this Schedule.

8. 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.