



उत्तर प्रदेश UTTAR PRADESH

EY 780805

CONTRACT AGREEMENT

The contract (hereinafter called the "Contract") is made on the 22... day of the JUNE.... 2019, between the **Kanpur Smart City Limited, 3rd Floor, Nagar Nigam Mukhyalay, Harsh Nagar, Motijheel, Kanpur, Uttar Pradesh-208002** (hereinafter called the "Client"), of the First Party and **Harcourt Butler Technical University, Nawabganj, Kanpur, Uttar Pradesh-208002** (hereinafter called the Inspection Agency"), of the Second Party.

WHEREAS

- (a) For implementation of Integrated Smart Solution /ICCC Project, M/s Tech Mahindra has been selected Master System Integrated (MSI) through Open bid process. As per the provision of RFP third party Audit of the project is required.
- (b) The Inspection Agency, having represented to the "Client" that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Letter Number -- KSCL/PMC/MSI/TM/127/119 dated: 25TH FEBRUARY 2019 issued by the Client.
- (c) The "Client" has accepted the offer of the Inspection Agency, and issued LOI no KSCL/SPV/CM/145/13 Dated 21/06/2019 to provide the services on the terms and conditions set forth in this Contract.

Now, Therefore, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached here to shall be deemed to form an integral part of this contract:
 - (a) The General Conditions of Contract;


Addl. Chief Executive Officer
Kanpur Smart City Limited


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- b. The Special Conditions of Contract;
- c. The following Appendices:
 - Appendix A: Description of Services
 - Appendix B: Reporting Requirements
 - Appendix C: Staffing schedule
 - Appendix D: Cost of the Services
 - Appendix E: Duties of the "Client"
 - Appendix F: Duties of the "Inspection Agency "
- 2. The mutual rights and obligations of the "Client" and the Inspection Agency shall be as set forth in the contract, in particular:
 - a. The "Inspection Agency" shall carry out and complete the Services in accordance with the provisions of the contract; and
 - b. The "Client" shall make payments to the Inspection Agency in accordance with the provisions of the Contract.

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

Signed by  Addl. Chief Executive Officer

2. Authorized Representative

For and on behalf of the Kanpur Smart City limited


In presence of
(Witnesses)

- i)  CFO, KSCL
- ii)  Deputy General Manager
Kanpur Smart City Limited

2. Authorized Representative

For and on behalf of Harcourt Butler Technical University
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In presence of (Witnesses)

- i) 
- ii)  HOD, CSE, MBTU

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General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
- (b) "Inspection Agency" means public entity Harcourt Butler Technical University, Nawabganj, Kanpur, Uttar Pradesh-208002. That will provide the Services to the "Client" under the Contract.
- (c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is this General Conditions (GC), Special Conditions (SC), and Appendices.
- (d) "Day" means calendar day.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) "GC" means these General Conditions of Contract.
- (g) "Government" means the Government of Uttar Pradesh
- (h) "Currency" means Indian Rupees
- (i) "Party" means the "Client or the Inspection Agency", as the case may be and "Parties" means both of them.
- (j) "Personnel" means professionals and support staff provided by the Inspection Agency and assigned to perform the Services or any part thereof.
- (k) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented,
- (l) "Services" means the work to be performed by the Inspection Agency pursuant to this Contract, as described in Appendix A here to.
- (m) "MSI" means Master System integrator i.e. Tech Mahindra executing the ICCC Project for KSCL.
- (n) "Third Party" means any person or entity other than the "Client", or the Inspection Agency.
- (o) "In writing" means communicated in written form with proof of receipt.


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- (p) "AMPR" means Automatic Number Plate Recognition System.
- (q) "RLVD" means Red Light Violation Detection.
- (r) "SVDS" means Speed Violation Detection System.
- (s) "ATCS" means Adoptive Traffic Control System.
- (t) "PA" means Public Address.
- (u) "ECB" means Emergency Call Box.
- (v) "UAT" means User Acceptance Test.
- (w) "FAT" means Final Acceptance Test.
- (x) "HLD" means High Level Design.
- (y) "LLD" means Low Level Design.
- (z) "ITSM" means Information Technology Service Management.
- (aa) "STQC" means Standardization Testing and Quality Certification.
- (bb) "ICCC" means Integrated Command and Control Center.
- (cc) "GIS" means Geographical Information System.
- (dd) "RFP" means Request for Proposal.
- (ee) "DC" means Data Center.
- (ff) "DR" means Disaster Recovery
- (gg) "OEM" means Original Equipment Manufacturer.
- (hh) "SPV" means Special Purpose Vehicle.
- (ii) "PMC" means Project Management Consultancy.
- (jj) " ACEO " means Additional Chief Executive Officer.
- (kk) "CEO" means Chief Executive Officer.



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1.2 Relationship between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Client" and the Inspection Agency. The Inspection Agency, subject to this Contract, has complete charge of Personnel, performing the Services and shall be fully responsible for the Services performed by them or on their behalf here under

1.3 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.4 Headings: The headings shall not limit, alter or affect the meaning of this Contract.

1.5 Notices Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing.

A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.6 Location: The Services shall be performed at such locations shall be at Kanpur, Uttar Pradesh.

1.7 Taxes and Duties: The Inspection Agency and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.8 Fraud and Corruption


1.8.1 Definitions: It is the Client's policy to require that Clients as well as Inspection Agency observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Client defines, for the purpose of this provision, the terms set forth below as follows:

- "Corrupt practice" means the offering, receiving, or soliciting directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract:

1.8.2 Measures to be taken by the Client

2. The Client may terminate the contract if it determines at any time that representatives of the Inspection Agency were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Inspection Agency having taken timely and appropriate action satisfactory to the Client to remedy the situation;
2. The Client may also sanction against the Inspection Agency including declaring the Inspection Agency ineligible, either indefinitely or for a stated period of time, to be


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awarded a contract if it at any time determines that the Inspection Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Client-financed contract;

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract: This Contract shall come into force and effect on the date (the "Effective Date") of the "Client's" notice to the Inspection Agency instructing the Inspection Agency to begin carrying out the Services.

2.2 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have: any claim against the other Party with respect hereto.

2.3 Commencement of Services: The Inspection Agency shall begin carrying out the Services not later than the number of ten (10) days after the Effective Date specified in the SC.

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause GC 2.9 here to this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.5 Entire Agreement: This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 Modifications or Variations:

(a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

(b) In cases of substantial modifications or variations, the prior written consent of the Client is required.

2.7 Force Majeure

2.7.1 Definition

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire,


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explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations here under.

(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required here under.


2.7.2 No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be taken:

- a. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c. Any period within which a Party shall, pursuant to this Contract, complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Inspection Agency, upon instructions by the "Client", shall either: (i) demobilize,; or (ii) continue with the Services to the extent possible, in which case the Inspection Agency shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.
- e. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Suspension: The "Client" may, by written notice of suspension to the Inspection Agency, suspend all payments to the Inspection Agency hereunder if the Inspection Agency fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Inspection Agency to remedy such failure, if capable of being remedied, within a


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period not exceeding thirty (30) days after receipt by the Inspection Agency of such notice of suspension.

2.9 Termination

2.9.1 Client or Inspection Agency

2.9.1.1 By the "Client": The "Client" may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1.1

- a. If the Inspection Agency fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 here in above, within thirty (30) days of receipt of such notice of suspension or within such further period as the "Client" may have subsequently approved in writing.
- b. If the Inspection Agency becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c. If the Inspection Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- d. If the Inspection Agency, in the judgment of the 'Client', has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e. If the Inspection Agency submits to the "Client" a false statement which has a material effect on the rights, obligations or interests of the "Client". If the Inspection Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client.
- f. If the Inspection Agency fails to provide the quality services as envisaged under this Contract. Client may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The Client will give notices in writing to the Inspection Agency to improve the quality of the services.
- g. If, as the result of Force Majeure, the Inspection Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- h. If the "Client", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.2 In such an occurrence the "Client" shall give a not less than thirty (30) days' 'written notice of termination to the Inspection Agency, and sixty (60) days' in case of the event referred to in (h).

2.9.2 By the Inspection Agency: The Inspection Agency may terminate this Contract, by not less than thirty (30) days' written notice to the "Client", in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

- (a) If the "Client" fails to pay any money due to the Inspection Agency pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Inspection Agency that such payment is overdue.



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- (b) If, as the result of Force Majeure, the Inspection Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the "Client" fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- (d) If the "Client" is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Inspection Agency may have subsequently approved in writing) following the receipt by the "Client" of the Inspection Agency's notice specifying such breach.

2.9.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Inspection Agency's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.9.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Inspection Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Inspection Agency and equipment and materials furnished by the "Client", the Inspection Agency shall proceed as provided, respectively, by Clauses GC 3.9 hereof.

2.9.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the "Client" shall make the following payments to the Inspection Agency:

- a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h)
- b) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3 (h)
- c) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;
- d) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the Inspection Agency shall not

"Client" may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Client. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The Inspection Agency will be required to pay any such liquidated damages to client within 30 days of termination date.


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2.9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE INSPECTION AGENCY

3.1 General

3.1.1 Standard of Performance: The Inspection Agency shall perform the Services and Carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Inspection Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the "Client", and shall at all times support and safeguard the "Client's" legitimate interests in any dealings with Third Parties.

3.2 Conflict of Interests: The Inspection Agency shall hold the "Client's" interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any -reasons, the Inspection Agency shall promptly disclose the same to the Client and seek its instructions.

3.2.1 Inspection Agency not to benefit from Commissions, Discounts, etc.:

The payment of the Inspection Agency pursuant to Clause GC 6 hereof shall constitute the Inspection Agency's only payment in connection with this Contract and the Inspection Agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Inspection Agency shall use its best efforts to ensure that the Personnel and agents similarly shall not receive any such additional payment

3.3 Confidentiality: Except with the prior written consent of the "Client", the Inspection Agency and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Inspection Agency and its Personnel make public the recommendations formulated in the course of, or as a result off the Services.

3.4 Insurance to be Taken out by the Inspection Agency: The Inspection Agency shall take out and maintain, insurance, at their own cost against the risks, and for the coverages as required. Client will not be responsible for any loss.

3.5 Accounting, Inspection and Auditing: The Inspection Agency shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs and the bases thereof.



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3.6 Inspection Agency 's Actions Requiring Client's Prior Approval: The Inspection Agency shall inform the Client's in writing before any change or addition to the Personnel listed in Appendix C. Change may be person of better or equivalent qualification.

3.7 Reporting Obligations: The Inspection Agency shall submit to the "Client" the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.8 Documents Prepared by the Inspection Agency to be the Property of the "Client": All plans, drawings, specifications, designs, reports, other documents and software prepared by the Inspection Agency for the "Employed" under this Contract shall become and remain the property of the "Client", and the Inspection Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Client" together with a detailed inventory thereof. The Inspection Agency shall not use these reports anywhere without taking permission, in writing, from the Client and the Client reserves right to grant or deny any such request.

3.9 Equipment, Vehicles and Materials Furnished by the "Client":

Equipment, vehicles and materials made available to the Inspection Agency by the "Client", or purchased by the Inspection Agency wholly or partly with funds provided by the "Client", shall be the property of the "Client" and shall be marked accordingly. Upon termination or expiration of this Contract, the Inspection Agency shall make available to the "Client" an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the "Client's" instructions. While in possession of such equipment, vehicles and materials, the Inspection Agency, unless otherwise instructed by the "Client" in writing, shall insure them at the expense of the "Client" in an amount equal to their full replacement value. Equipment and Materials provided by the Inspection Agency: Equipment or materials brought into the Government's country by the Inspection Agency and the Personnel and used either for the Project or personal use shall remain the property of the Inspection Agency or the Personnel concerned, as applicable.

4. INSPECTION AGENCY'S PERSONNEL AND SUB-INSPECTION AGENCY'S

4.1 Removal and/or Replacement of Personnel:

- a) If the "Client" (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Inspection Agency shall, at the "Client's" written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the "Client".
- b) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Inspection Agency's may wish to claim as a result Of such replacement, shall be subject to the prior written approval by the "Client". The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement



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person. Also (i) the Inspection Agency shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.2 Coordinator: If required by the SC, the Inspection Agency shall ensure that at all times during the Inspection Agency 's performance of the Services a Coordinator, acceptable to the "Client", shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE "CLIENT"

5.1 Assistance and Exemptions: Unless otherwise specified in the SC, the "Employed shall use its best efforts to ensure that the Client shall:

- i. Provide the Inspection Agency and Personnel with work permits and such other documents as shall be necessary to enable the Inspection Agency or Personnel to perform the services.
- (b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Change in the Applicable Law Related to GST, Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to GST, taxes and duties, which are directly payable by the Inspection Agency for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Inspection Agency in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Inspection Agency under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1 (b).

5.3 Services, Facilities and Property of the "Employed":

- (a) The "Client" shall make available to the Inspection Agency and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix E at the times and in the manner specified in said Appendix E.
- (b) In case that such services, facilities and property shall not be made available to the Inspection Agency as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Inspection Agency for the performance of the Services.

5.4 Payment: In consideration of the Services performed by the Inspection Agency under this Contract, the "Client" shall make to the Inspection Agency such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.5 Counterpart Personnel:

- a) If necessary, the "Client" shall make available to the Inspection Agency free of charge such professional and support counterpart personnel, to be nominated by the "Client" with the Inspection Agency 's advice, if specified in Appendix E.



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- b) Professional and support counterpart personnel, excluding "Employed"s liaison personnel, shall work under the exclusive direction of the Inspection Agency. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Inspection Agency that is consistent with the position occupied by such member, the Inspection Agency may request the replacement of such member, and the "Client" shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE INSPECTION AGENCY

6.1 Total Cost of the Services

- a) The total cost of the Services payable is set forth in Appendix D as per the Inspection Agency's proposal to the Client and as negotiated thereafter.
- b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1 (c), payments under this Contract shall not exceed the amount specified in Appendix-D.
- c) Notwithstanding Clause GC 6.1 (b) hereof if pursuant to any of the Clauses GC 5.2 hereof, the Parties shall agree that additional payments shall be made to the Inspection Agency in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1 (a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of Payment: All payments shall be made in Indian Rupees. [In case the payment is to be made in the currency other than Indian Rupees, the same shall be mentioned instead of Indian Rupees]

6.3 Terms of Payment The payments in respect of the Services shall be made as follows:

- a) The Inspection Agency shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work-related milestones achieved and as per the Milestone given in Appendix D.
- b) Once a milestone is completed, the Inspection Agency shall submit the requisite deliverables as specified in this Contract. The Client shall release the requisite payment upon acceptance of the deliverables.

Final Payment: The final payment shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Inspection Agency and approved as satisfactory by the "Client".

- a) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Client after submission by the Inspection Agency and the Inspection Agency has made presentation to the Client (Mention this if presentation is required) with / without modifications to be communicated in writing by the Client to the Inspection Agency.
- b) If the deliverables submitted by the Inspection Agency are not acceptable to the Client, reasons for such non-acceptance should be recorded in writing; the Client shall not release the payment due to the Inspection Agency. This is without prejudicing the Client's right to



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levy any liquidated damages under clause 9. In such case the payment will be released to the Inspection Agency only after it re-submits the deliverable and which is accepted by the Client.

- c) All payments under this Contract shall be made to the accounts of the Inspection Agency.
- d) With the exception of the final payment under 6.3 (c) above, payments do not constitute acceptance of the Services nor relieve the Inspection Agency of any obligations hereunder, unless the acceptance has been communicated by the Client to the Inspection Agency in writing and the Inspection Agency has made necessary changes as per the comments / suggestions of the Client communicated to the Inspection Agency.
- e) In case of early termination of the contract, the payment shall be made to the Inspection Agency as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The Inspection Agency shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified, (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the Inspection Agency in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i).

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable settlement The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof

8.2 Dispute resolution



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- (i) Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 8.1.
- (ii) The parties agree to use their best efforts for resolving all disputes arising under or in respect of this agreement promptly, equitably and in good faith and further agree to provide each other with reasonable access during normal business hours to all non- privileged records, information and data pertaining to any Dispute.

8.3 Arbitration

Any Dispute which is not resolved amicably, shall be finally referred to the **Additional Director, Regional Centre for Urban and Environmental Studies (RCUES), Government of Uttar Pradesh** as sole arbitrator and the award of the arbitration, as the case may be, will be final and binding on both, the parties. The arbitration proceedings shall be in conformity to the Arbitration & Conciliation Act 1996. Both the parties shall endeavor to continue their obligation under the MOU during the arbitration proceedings,

8.4 If any of the provisions of the MOU are declared invalid, unenforceable or illegal by the court of any jurisdiction or any statutory authority such invalidity unenforceability or illegality shall not prejudice of effect the remaining provisions of the MOU which shall continue in full force and effect not withstanding such invalidity, unenforceability or illegality.

9. LIQUIDATED DAMAGES

9.1 The parties hereby agree that due to negligence of act of any party, if the other 'party suffers losses, damages the quantification of which may be difficult, and hence the amount specified here under shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

9.2 The amount of liquidated damages under this Contract shall not exceed 5% of the total value of the contract as specified in Appendix D.


9.3 The liquidated damages shall be applicable under following circumstances:

If the deliverables are not submitted as per schedule as specified in Appendix D, the Inspection Agency shall be liable to pay 1% of the total cost of the services for delay of each Fifteen (15) or part thereof.

10. MISCELLANEOUS PROVISIONS:

- I. "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent
- II. Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.


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- III. The Inspection Agency shall notify the Client of personnel change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- IV. The Inspection Agency shall at all times indemnify and keep indemnified the Client against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- V. The Inspection Agency shall at all times indemnify and keep indemnified the Client against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Inspection Agency's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Inspection Agency.
- VI. Inspection Agency shall at all times indemnify and keep indemnified the Client against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- VII. All claims regarding indemnity shall survive the termination or expiry of the Contract.
- VIII. It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Inspection Agency for any engagement, service or employment in any capacity in any office or establishment of the Client.



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Special Conditions of Contract:


Special Condition Clause Ref. of General Condition (GC) Clause Amendments of and supplements to, Clauses in the General Conditions of Contract.

SC Clause	Ref of GC Clause	Amendments of, and Supplements to, Clauses in the General Clause conditions the General Conditions of Contract. 1
1	1.5	The Addresses are : 1- "Client" : Kanpur Smart City Limited (KSCL), 3 rd Floor, Nagar Nigam Mukhyalay, Harsh Nagar, Motijheel, Kanpur, Uttar Pradesh-208002 2- "Inspection Agency" Harcourt Butler Technical University (HBTU) , Nawabganj, Kanpur, Uttar Pradesh-208002
2	1.8	The Authorized representative are : For The "Client" : Additional Chief Executive Officer For The "Inspection Agency" : Registrar
3	2.1	The effective date of contract will be the <.....> in the contract
4	2.2	The time period shall be 21 Calendar days
5	2.3	The time period shall be 10 Calendar days
6	2.4	Time period shall depend on the Submission of MSI report milestone wise to the Inspection Agency. The Inspection Agency shall submit the audit report within 03 months of submittal of MSI report milestone wise to KSCL.
7	4.5	The personal designated as Coordinator in Appendix C shall serve in that capacity as specified in clause GC 4.5.
8	6.1 b	The Ceiling in Indian Currency is 0.35% the total value of work awarded to MSI (Capex = Rs. 255.22 Cr) excluding GST as applicable + any other taxes levied by the Government
9	6.3	Payment will as per milestone wise.
10	8.3	Arbitration proceeding shall take place in Kanpur U.P.

Binding signature of Client Signed by


Addl. Chief Executive Officer
Kanpur Smart City Limited

(for and on behalf of the Kanpur Smart City Limited)
In the presence of (Witnesses)

i)  CFO, KSCL

ii) 
Deputy General Manager
Kanpur Smart City Limited

Binding signature of The Inspection Agency Signed By

(for and on behalf of HBTU)

In the presence of (Witnesses)

i) 
वित्त नियन्त्रक

ii) 
HOD, CSE, HBTU

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APPENDIX A - DESCRIPTION OF SERVICES

Inspection of works and reports shall be furnished as per the stages and progress of the works at site. However, shall carried out as Prescribed in appendix E and appendix F for each Phases.

Nine (9) components of ICCC project are:-

S.No.	Components
1	Smart City Operation Centre
2	Smart Parking Solutions
3	e-CSC
4	Smart City Management Portal - Integration of Urban Utilities
5	Air and Water Quality Monitoring
6	Integrated Traffic Management System
7	City Surveillance System
8	Free Wi-Fi hotspots
9	Digital advertisement boards

Phase 1 –

Inspection agency to audit and report any anomalies to KSCL in the Project inception report (Phase-I) submitted as Milestone-1 completion report by the MSI. Milestone-1 report includes Detailed site survey report including infrastructure requirement analysis, hardware deployment plan, recommended action plan to address the gaps, budget estimates for addressing the gaps uncovered during the survey, phase wise location distribution etc.

Project inception report also includes Detailed Project Plan including resource deployment, Communication plan, Risk management plan, Information Security and Business Continuity, Sensitization & Training Plan, Operations management plan etc.

Phase 2 –

Inspection agency to audit and report any anomalies to KSCL in the Requirement Study (Phase-II) Of Command Control and Communication Centre (ICCC) including Data Centre, City IT Network Infrastructure, Smart Parking Management System (SPMS), Intelligent Traffic Management System (ITMS), Environmental Monitoring System, City Web Portal & Mobile App, Enterprise GIS, City Wi-Fi, Integration of ICCC platform with existing & under-development external Systems/ Applications (as per scope) submitted as Milestone-2 report by the MSI.

Milestone-2 report should include Architecture and design for ICCC, City IT Network and Data Centre including Data Centre Architecture, Network Architecture, Security architecture, Submission of FRS, SRS including Solution Architecture, Application Design Documents (HLD & LLD) of the proposed system, HLD & LLD prepared by OEM and Integration report for external applications.


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Phase 3 –

Inspection agency to audit and report any anomalies to KSCL in the System Design, supply, installation, commissioning including interior civil work, hardware, system software, network equipment, bandwidth procurement (Phase-III) submitted as Milestone-3 report by the MSI.

Milestone-3 report should include Site Completion/readiness Report, Delivery Acceptance Reports from KSCL/authorized entity, Installation & Commissioning Reports and Software Licenses details requirement.

Phase 4 –

Inspection agency to audit and report any anomalies to KSCL in the following elements (Phase-IV) as part of Milestone-4 report submitted by the MSI:

- Operationalization of Command Control & Communication Centre along with DC and DR
- City IT Network Infrastructure -- pan city availability of secure network for all proposed edge devices & sensors. Guidelines issued by Ministry of Urban Development (MoUD) for cyber security requirement should be adhered to for designing network for sensor & Wi-Fi traffic
- GIS – Supply, installation, data migration, training & operationalization of enterprise GIS system for the city
- City web-portal – Design, development, content writing, training & deployment of city web portal
- ITMS – Supply, installation, commissioning, training and operationalization of ITSM components (ANPR, RLVD, SVDS, ATCS, PA, ECB) at 30% of total identified locations
- Wi-Fi - Supply, installation, commissioning, training & operationalization of City Wi-Fi at 50% of total identified locations
- Supply, installation, commissioning, training & operationalization of Environmental sensors at sensors
- Variable Messaging Board - Supply, installation, commissioning, training & operationalization of Variable Messaging Boards at 50% of total identified locations


Below mentioned deliverables are expected from Milestone-4 report:

- Site Completion/readiness Report
- Delivery Acceptance Reports from KSCL/authorized entity
- Installation & Commissioning Reports
- UAT/FAT and Go Live Certificate from KSCL/authorized entity
- Training Content & Completion Certificate
- Security Audit Certificate from Cert- In/STQC for Data Centre and Applications

Phase 5–

Inspection agency to audit and report any anomalies to KSCL in the following elements (Phase


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V) as part of Milestone-5 report submitted by the MSI:

- Supply, installation, commissioning, training and operationalization of ITSM components (ANPR, RLVD, SVDS, ATCS, PA, ECB) at remaining 70% of total identified locations
- Supply, installation, commissioning, training & operationalization of City Wi-Fi at 50% of total identified locations
- Supply, installation, commissioning, training & operationalization of smart parking solution at identified location
- Supply, installation, commissioning, training & operationalization of Variable Messaging Boards at remaining 50% of total identified locations
- Mobile App – Design, development, delivery, training & installation of mobile app in android & iOS for identified services & integration with existing services of KSCL

Milestone-5 report should include Site Completion/readiness Report Delivery Acceptance Reports from KSCL/authorized entity, Installation & Commissioning Reports, Software Licenses details, UAT/FAT and Go Live Certificate from KSCL/authorized entity Availability of Mobile App on Play Store & Apple App Store, Training Content & Completion Certificate.

Phase 6 –

Inspection agency to audit and report any anomalies to KSCL in the Integration with external applications (existing & proposed), Smart Lighting, ICT Enabled Solid Waste Management, Intelligent Transportation System, E-Challan System, Smart Water Supply System, Smart Education, Smart Health Management System and E-Governance (Phase VI)

Milestone-6 report should include UAT/FAT and Go Live Certificate from KSCL/authorized entity, Training Content & Completion Certificate, Security Audit Certificate from Cert- In/STQC, Source code of portal, Mobile App & customized applications.

Inspection Agency to audit the MSI preparedness (Phase VI) into Operation & Maintenance phase. Such examination should include but not limited to Monthly & Quarterly SLA Reports, Adhoc Reports etc.

Desk Review and Periodical site visits.

- a) Ensuring all MSI projects documents, including outcomes, outputs, specifications estimates of quantities, work packages, project implementation plan including milestones, periodic progress indicators, oversights etc., on-site management systems, such as rerouting of transient services, temporary connections, worker accommodation, labour insurance, procurement & storage of materials, inventory management; delivery, hand-over, exit and financial closure plans are in place.



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- b) Site visits will be organized at different stages as per work plan which shall consist of intermediate stages of development of work. Indicative milestones, such as Civil work (foundations, superstructure, fenestration, services, finishes) and IT works (Procurement, Delivery of Material, Installation and Commissioning of 9 components of ICCC). Commissioning shall be done as comparative assessment of actual delivery with RFP deliverables.
- c) Submit all inspection reports in one (1) set to the CEO-KSCL with a copy to ACEO-KSCL, Nodal Officer-KSCL, SPV. Office and PMC office. The reports would be sent to KSCL authorities as mentioned above in weekly, fortnightly, monthly and Final inspection reports.
- d) Capture, wherever possible, moderated and structured perceptions of the beneficiaries on various aspects of project implementation including communicating project rationale, strategy, outcomes, results, rights responsibilities of all stakeholders;
- e) Estimate the degree of beneficiary buy-in as regards the project (s);
- f) To capture qualitative feedback in narrative and in separate documents;
- g) To report the progress with respect to implementation as per the appropriate stage of the project under development.
- h) Audit the Statement of Procedures, Method of Procedures, Work-flows, Policies etc. developed by the MSI for all the 9 components of ICCC project and provide the report to KSCL.
- i) Audit whether MSI follows all the Government statutory compliances and provide a separate report to KSCL.

APPENDIX B — REPORTING REQUIREMENTS

Audit reports should consist of following assessment reports in pre-construction, during construction and post construction manner;

1. Milestone Assessment
2. Quality Assessment
3. Quantity Assessment
4. Financial Assessment
5. Environment, Health and Safety Assessment
6. Project impact Assessment

The Audit reports of each Milestone as per Appendix D shall be submitted in 5 sets to KSCL.

Timely Reports shall be furnished in the format as mutually agreed by parties.

APPENDIX C — STAFFING SCHEDULE

The Inspection Agency team shall consist of

- a) Prof. Sunil Kumar, Civil Engineering Department as **Coordinator**

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- b) Prof. Manoj Kumar Shukla : Member
c) Prof. Krishnaraj : Member
d) Prof. Pradeep Kumar : Member
e) Prof. Raghuraj Singh : Member
f) Dr. Anita Yadav : Member

In addition to it, some additional faculty members as well staff may be engaged in the work as per requirement. Distribution of cost of the services will be done as per actual work done by the members of Inspection Agency internally. The Inspection work will be completed in overall supervision of the Vice Chancellor of the University.

APPENDIX D - COST OF THE SERVICES

Cost of Services shall be 0.35% the total value of work awarded to MSI (Capex = Rs. 255.22 Cr) excluding GST as applicable + any other taxes levied by the Government.

The Site Arrangement Shall be done by Client.

All the site visit charges such as travel, hospitality etc. will be extra and borne by Client. Cost of site visit charge shall be not more than Rs. 1,00,000.00 (Rupees One Lakh only) for entire work against original bills and vouchers submitted to KSCL.

Cost of testing any component (Civil & IT deliverables) and printing of reports will be borne by the Inspection Agency.


#	Milestones	Timelines	Payment
1.	Mobilization		50% of Cost of Service
2.	Phase 1	The Inspection Agency shall submit the audit report within 03 months of submittal of MSI report milestone wise to KSCL.	40% of Cost of Service after submission of Phase 6 audit report
3.	Phase 2		
4.	Phase 3		
5.	Phase 4		
6.	Phase 5		
7.	Phase 6		
8.	Acceptance & Final approval from client		10% of Cost of Service

APPENDIX E — Duties of the “Client”

Client will provide details of the ICCC project information to the Inspection Agency to ensure timely inspection.

Appendix F — Duties of the “Inspection Agency”


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Appendix F — Duties of the “Inspection Agency”

- a) The Inspection Agency will visit project sites as and when required. Separate report of each milestone is mandatory in format prescribed in Reporting Format.
- b) The Inspection Agency will keep the Client informed on their site visits of ICCC atleast 24 hours before the visit.
- c) The Inspection Agency will ensure periodic site visits and timely submission of audit reports
- d) The Inspection Agency will keep a check on ongoing works under ICCC project and performance of MSI
- e) The Inspection Agency will guide and provide solutions to KSCL in handling all technical and financial anomalies of ICCC project.



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