

Annexure 1 – Terms & Conditions

1. Penalties:

1. Purchase Authority will enter into service level agreements related to implementation with the Bidder.
2. In case the mandated service levels are not achieved, the user Department shall invoke the performance-related penalties. Payments to the Bidder have been linked to compliance with the Availability metrics. To illustrate the calculation of penalties, an indicative example is provided below:
 1. The payment should be linked to compliance with the Availability metrics.

For ex: For SLA1 if the penalty to be levied is 7% then 7% of the Quarterly Payment is deducted from the total of the Quarterly bill and the balance paid to Bidder. If the penalties are to be levied in more than one SLA then the total applicable penalties are calculated and deducted from the total of the Quarterly bill and the balance paid to the Bidder.

For ex: SLA1 =7% of the Quarterly Payment, SLA12=10% of the Quarterly Payment, SLA19=2% of the Quarterly Payment then, Amount to be paid = Total Quarterly bill – {(19% of the Quarterly Payment)}

2. Payment Terms:

Payment for all resourcing will be made monthly in arrears within 30 days of the bidder raising an invoice for the same. The invoice should be accompanied with the approval from the purchase authority or its designated approver on number of man-months utilized by the department.

3. Special Terms and Conditions of Contract

A. Management / Transition-Out Services

1. Provide a comprehensive exit management plan, with a focus on sustainability
2. Ensure that all the documentation required for smooth transition including configuration documents are kept up to date
3. Once the exit process is completed, remove the data, content, and other assets from any Bidder environment and destroy data of Purchase Authority.