Memorandum of Understanding (herein after called the "MOU") is made on this 12th day of June, 2015, at New Delhi between South Delhi Municipal Corporation, having its Headquarters at S.P. Mukherjee Civic Centre, Jawahar Marg, Delhi (hereinafter referred to as "the SDMC") and the Commissioner, South Delhi Municipal Corporation.

Ref: No. Director (IT)/SDMC/2015-16/D-100

This Memorandum of Understanding (herein after called the "MOU") is made on this 12th day of June, 2015, at New Delhi between South Delhi Municipal Corporation, having its Headquarters at S.P. Mukherjee Civic Centre, Jawahar Marg, Delhi (hereinafter referred to as "the SDMC") and the Commissioner, South Delhi Municipal Corporation.

Ref: No. Director (IT)/SDMC/2015-16/D-100
AND

M/s ITI Limited a Government of India Undertaking, Ministry of Communications and Information Technology, Government of India, having its Regional Office, Flat No.201-202, Rohit House, 3, Tolstoy Marg, New Delhi 110 001, herein called as 'ITI' (hereinafter called the "Service Provider") on the other part.

South D.M.C & ITI Limited are hereafter individually referred to as party and collectively referred to as parties.

AND whereas SDMC here represents and warrants that it has full power and authority that would be required to enter into this Memorandum of Understanding.

Software means e-Auction application software (Tender wizard).

WHEREAS

a) The South DMC has engaged ITI for e-auction (Forward & Reverse) services for auction of parking, land, flats, shops, Scrap material, procurement of goods, services etc. across the SDMC as Application Service Provider (ASP).

b) The ITI having represented to the South DMC that it has the required professional skills, expertise and technical resources, has agreed to provide the services on the terms and conditions set forth in this MOU.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:

A. In this Memorandum of Understanding words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of MOU referred to.

B. The mutual rights and obligations of South DMC and the ITI shall be as set forth in the MOU; in particular, the ITI shall carry out the services in accordance with the provisions of the MOU.

C. The implementation of e-Auction services in SDMC through ITI Limited is independent in nature and no integrated with existing e-Gov project or any other IT agency.

D. The South Delhi Municipal Corporation has been adopting the services of e-Auction from ITI Limited. The IPR will be reserve for ITI Limited.

E. The following document shall be deemed to form to be read and construed as part of the Memorandum of Understanding, viz.


   (b). Brief particulars of the service which shall be provided by M/s ITI along with the prices are as given in the table below:

[Signature]

RAJESHWAR KUMAR
Manager (Business Development)
ITI Limited
(A Govt. of India Undertaking)
11th Floor, Core-1, Scope Mian,
Laxmi Nagar District Centre, Delhi-92
1. Pricing

1. (a) Basic Pricing:

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Particulars</th>
<th>Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Enabling and implementation of Electronic Auction System (TenderWizard) at SDMC on ASP BASIS for FIVE YEARS</td>
<td>Free of cost</td>
</tr>
<tr>
<td>2</td>
<td>One time setup of website <a href="http://www.tenderwizard.com/SDMC">www.tenderwizard.com/SDMC</a> or appropriate website to host the auctions for five years</td>
<td>Free of cost</td>
</tr>
<tr>
<td>3</td>
<td>Providing product training and hand holding for SDMC at</td>
<td>Free of Cost</td>
</tr>
<tr>
<td>4</td>
<td>One set of Help Manuals, CD’s and viewlets</td>
<td>Free of Cost</td>
</tr>
</tbody>
</table>

1. (b) e-auction charges payable by Bidder/contractor:

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Particulars</th>
<th>Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Registration charges payable by all bidders/participant per annum</td>
<td>Rs. 2000/- (Rupees Two thousand only)</td>
</tr>
<tr>
<td>B</td>
<td>Participation fee payable by all participating vendors/purchasers per Auction item/site/etc.</td>
<td>Free of Cost</td>
</tr>
<tr>
<td>C</td>
<td>Auction Processing Charges payable by successful bidder after the completion of Auction</td>
<td>1.25% of awarded value as per the final bid of auction</td>
</tr>
</tbody>
</table>

(c) Optional Charges:

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Digital Signature Certification (Class 3)</td>
<td>Rs. 2500/-</td>
</tr>
<tr>
<td>per user per year</td>
<td></td>
</tr>
<tr>
<td>Digital Signature Certification (Class 3)</td>
<td>Rs. 3300/-</td>
</tr>
<tr>
<td>per user per for two years</td>
<td></td>
</tr>
<tr>
<td>e-Token to store certificate</td>
<td>Rs. 1000/- towards hardware token (ikey) to store certificate</td>
</tr>
<tr>
<td>Renewal of Certificate (class 3)</td>
<td>Rs. 2500/- per user for one year.</td>
</tr>
<tr>
<td></td>
<td>Rs. 3300/- per user for two years.</td>
</tr>
</tbody>
</table>

E-payment gateways:
Either SDMC will finalize Bank for e-payment gateway for their charges like tender document fee: SD/EMD However ITI will integrate with their portal. E-payment gateway charges if any will be bear by SDMC. Or ITI Limited will enable "tender wizard" e-payment gateway.

Note:

[Signature]
Director (IT)
South Delhi Municipal Corporation
24th Floor, Dr. S.P.M. Civic Centre
J.L.N. Marg, New Delhi-110002

RAJESH KUMAR
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ITI Limited
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Laxmi Nagar District Centre, Delhi-92
a) The above prices are exclusive of taxes, duties, levies, etc.,
b) Taxes are applicable as latest guideline of Government of India.
c) Third party charges such as digital signature certificate/ e-Payment gateway related charges are not part of this proposal.
d) DSC will be issued against the payment.
e) DSC rates are third party rates, which are subjected to market price.
f) South DMC will finalize Bank for e-payment gateway for the charges to be paid by the prospective for bidders towards tender document fee; SD (security Deposit)/ EMD (Earnest Money deposit). However ITI will integrate the e-payment Gateway with the e-Auction portal.
g) If SDMC adopt "tender-wizard" e-payment gateway, a separate Memorandum of Understanding for e-payment gateway will be signed by ITI Limited, SDMC & any others if required.

2. Delivery Schedule:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Activity</th>
<th>Delivery Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Enabling the e-auction website for SDMC  <a href="http://www.tenderwizard.com/">www.tenderwizard.com/</a> SDMC</td>
<td>One week time from the date of Work Order</td>
</tr>
<tr>
<td>2.</td>
<td>Master Data Enablement</td>
<td>One week time</td>
</tr>
<tr>
<td>3.</td>
<td>Human Resource Enablement covering product training/ hand holding of users in their office premises at Delhi.</td>
<td>Within 30 days from the date of signing of Memorandum of Understanding</td>
</tr>
</tbody>
</table>

3. Responsibilities of M/s ITI:

ITI shall

A. customize the e-Auction Software module (Auction Wizard) to suit the e-Auction requirements of South DMC;

B. implement the e-Auction Software module (Auction Wizard) for conducting the auctions (forward and reverse) for South DMC;

C. Provide the maintenance service of the e-Auction Software module;

D. guarantee uptime of 99.5% for the e-Auction services and satisfactory performance of the Auction Wizard software;

E. collect registration charges from bidders either through e-Payment Gateway or in the form of Bank Demand Draft issued by any Nationalized/ Scheduled Bank drawn in favour of “M/s ITI Limited” and payable at “Delhi”;

F. provide servers, system software, e-Auction application software, internet connectivity, connected hardware, security of the software;

G. provide users’ manual and bidders’ manual;

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Laxmi Nagar District Centre, Delhi-92
H. provide hosting of web portal for e-Auction Services through www.auctionwizard.in/SDMC or any appropriate URL;

I. provide dedicated manpower at the South DMC headquarters with computer (s)/ laptop(s) and Data Card (s);

J. provide dedicated help desk (s) based at Delhi/ NCR or toll free numbers;

K. provide Data / Soft copy of each e-auction to South DMC in DVD/ CD/ USB Pen Drive on monthly or yearly basis or as per the requirement of South DMC;

L. provide data/ information/ reports/ documents required in connection with any legal matter arising out of the e-Auction

M. Appoint a Nodal officer for interaction with South DMC.

4. Scope of the work of ITI

(a) Hosting the website www.auctionwizard.in/SDMC or appropriate website for South D.M.C to host the auctions for five years and subsequent extension, if any, thereof: Creation and maintenance of e-Auction website www.auctionwizard.in/SDMC or any other URL.

(b) Quality and reliability of the software: Software TENDERWIZARD has been certified by STQIC and it is complied with CVC guidelines.

(c) Providing support and interaction with South D.M.C divisional/zonal offices: A complete support shall be provided to the South DMC officials related to the e-Auction services. Interactive sessions shall always be welcomed to attain the departmental feedbacks. Dedicated help desk based at Delhi/ NCR for e-auction will be available for related queries and support.

(d) Implementation support: The team of professional shall support the South DMC for successfully implementing the e-Auction services in South DMC. Provide dedicated manpower at the South DMC headquarters with laptop and Data Card as & when required for e-auction support.

(e) Provide data/ information/ reports/ documents required in connection with any legal matter arising out of the e-Auction.

(f) Training: Training is provided free of cost to all registered bidders as per the list provided by the department and to all the bidders who have shown interest in e-auction. Procedure manuals can also be downloaded from the e-Auction website.

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(g) **Co-ordination of assignment:** A nodal person from ITI will be assigned to collect the enhancements and to look after the smooth functioning of the project.

(h) **Master data creation:** Data creation of users, vendors, locations if any, complete set ups as requested by South DMC.

(i) Carryout Maintenance and Modification of the e-Auction software, if any required during the service period such as bug’s correction and changes limited to the scope of specifications laid in the specification at no extra cost. If any modification or maintenance are carried out by the ITI as requested by the South DMC during the implementation of project, then the same will not be charged extra from South DMC.

5. **Feature of e-Auction Module:**

The auction module is a facility that allows suppliers to dynamically out-bid their competitors with in a time frame specified by SDMC dynamically. Following are features of e-Auctioning system;

a) Setup of parameters of the bidding process, including RFQ post time, open bid time, close bid time, extended bidding period, and reserve price
b) Supports Rank Bidding wherein Bidders bid for rank position among the participating bidders
c) Supports Value Bidding process wherein Bidders bid in value figures for the L1 or H1 position as applicable
d) Preparation of e-Auction Catalogue with items and schedule
e) Identification of auction-ready items and certification
f) Setting up reserve price (Reverse Auction) and bid starting price (Forward Auction)
g) Feature to set up reverse auction to execute before or after tender opening
h) Provides selection / prequalification of Vendors for participating in e-Auction
i) Support for vendor aliases during auctioning
j) Feature to open bids and generate comparative statement, and integrate manually received quotes (fax / email)
k) Facility for the Bidder to use proxy bidding and auto bidding feature
l) Maintain the confidentiality of the set reserve price and highest bid price
m) Scope for analysis and award for the highest bidder
n) Ability to publish and post results and other auction activity

6. **Terms and Conditions for ASP model:**

A. ITI shall carryout modification of the software, if any during the service period such as bug’s correction and changes limited to the scope of specifications laid in the specification at no extra cost.

B. List of Services to be made available with the application software:

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J.L.N. Marg, New Delhi-110002

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11th Floor, Core-1, Scope Minar,
Laxmi Nagar District Centre, Delhi-02
- ITI Limited shall implement its existing software (Tender wizard) for conducting the auction (forward and reverse) for SDMC and customize the module to suit the requirements of SDMC.

C. ITI agrees to provide the maintenance service of the software in one calendar day (8 hours) subjected to the fitness of the hardware, system software and utilities resources. In case of problems persisting beyond one calendar day all efforts would be made to bring up the system at the earliest ensuring that the normal functionality of the software is not adversely affected. However, this condition is subjected to force majeure.

D. Subjected to the fitness of the site, clarity of requirement and specification of the software mentioned in this document and force majeure, ITI agrees to guarantee the service of the software and satisfactory performance of the Tender wizard software.

E. ITI should not be held responsible for delays in delivery and implementation, if it is due to client, third party or force majeure.

F. The project will be considered as started from the date of deploying the software and hosting the first auction.

G. ITI shall treat all the data and information collected from the client during the project in strict confidence. The SDMC is expected to do the same in respect of ITI who will provide data information.

H. Customization is limited to modifying software to suit the auction activity of SDMC only. Any other System Integration with other products / third party software of SDMC will be charged separately.

I. All the training will be carried out through at SDMC office only. The training hall, audio-visual facilities will be provided to ITI by SDMC in this regard. SDMC will publish and circulate necessary information in Mass media for the training purposes. Incase ITI needs to provide the Multimedia projector, the same will be charged on SDMC on per day basis. The training material would be provided to all the participants.

J. Online refund facility available in tenderwizard e-Payment gateway. As per e-auction system, vendor fills the Bank account details at the time of login in which require the Refund mode after completion/awarding of auction.

K. There are no charges from the department for tenderwizard e-payment gateway. However bidders have to pay convenience charges. These charges varies from Bank to Bank (E-payment gateway service provider).

L. M/s ITI Limited will collect processing fee from bidders thru e-payment gateway during participation in auction & M/s ITI Limited will keep participation charges of the successful bidder & return to all other unsuccessful bidders.

M. M/s ITI Limited will collect registration fee from bidders thru e-payment gateway.

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Laxmi Nagar District Centre, Delhi-92
N. The servers, system software, application software, internet connectivity, connected hardware, security of the software is provided by ITI. SDMC will facilitate with a fully fledged contact/business center at the Head Quarters of SDMC along with High speed bandwidth internet connection and required PCs, Printers and CD Writers and Uninterrupted power supply back up for the concerned tendering authority and the bidders to interact on day to day basis.

O. The running of SDMC auction activity such as preparation of document, scrutiny, uploading, conducting the opening, evaluation, etc activities would be managed by SDMC procurement officials. ITI shall provide the help to use the system effectively.

P. The service MOU between SDMC and ITI will be for a minimum period of five years and it will be renewed automatically for further five years.

Q. Set of documentation supplied by ITI will include department user manual and vendor manual.

R. SDMC and ITI will form a focus group for the successful implementation of the project.

S. The hosting would be carried out through www.tenderwizard.com/SDMC or appropriate URL.

T. ITI will enable the entire system within fifteen working days time from the date of placement of the order from SDMC.

U. ITI agrees to abide by the confidentiality clause of the project.

V. All disputes are subjected to the jurisdiction of Courts at New Delhi only.

7. e-payment Gateway:

SDMC will finalize Bank for e-payment gateway for their charges like tender document fee, SD/EMD/etc. However ITI will integrate with their portal. E-payment gateway charges if any will be bear by SDMC.

If SDMC adopt “tender wizard” e-payment gateway, a separate Memorandum of Understanding for e-payment gateway will be signed by ITI Limited, SDMC & others.

8. Payment terms:

a) M/s ITI Limited will collect annual vendor registration from bidders /vendors of the SDMC either through e-payment gateway or in DD mode as per Memorandum of Understanding clause1 “Pricing”. DD should be in the favour of M/s ITI Limited payable at New Delhi.

b) M/s ITI Limited will directly collect e-auction charges from bidders /vendors of the SDMC either through e-payment gateway or in DD mode as per Memorandum of Understanding clause1 “Pricing”. DD should be in the favour of M/s ITI Limited payable at New Delhi.

c) SDMC will ensure for e-auction processing fee shall be paid by successful bidder to ITI Limited within 7 working days before issuing LOI else otherwise
SDMC will either blacklist the bidder or take appropriate action against bidder.

9. Effectiveness of MOU:

This MOU shall come into force and effect on the date (the “Effective Date”) of the South DMC’s notice to the ITI instructing the ITI to begin carrying out the Services.

10. Commencement of Services:

The ITI shall begin carrying out the Services not later than 30 days after the Effective Date.

11. Expiration of MOU:

Unless terminated earlier, this MOU shall expire after 5 years from the Effective Date. The South DMC reserves the right to extend the MOU beyond the aforesaid period of 5 years for a further period, on annual basis, not exceeding 5 years.

12. Governing laws and jurisdiction:

The Memorandum of Understanding shall be governed by the laws in force in India. Any dispute arising in relation to the Memorandum of Understanding shall be subject to the jurisdiction of the courts at Delhi.

13. Limitation of ITI’s Liabilities towards the South DMC:

(a) Except in case of gross negligence or willful misconduct on the part of the ITI or its Agents/ Sub-contractor(s)/ Team/ Representatives/ Personnel etc. or on the part of any person or company acting on behalf of the ITI in executing the work or in carrying out its/their obligations under this MOU, the ITI, with respect to damage caused by the ITI or its Agents/ Sub-contractor(s)/ Team/ Representatives/ Personnel etc., to the property and/or assets of the South DMC or of any of the property owner(s)/ occupier(s) of the land/property/ properties falling under the jurisdiction of South DMC, shall not be liable to the South DMC:

(i) for any indirect or consequential loss or damage; and

(ii) for any direct loss or damage that exceeds (A) Contract Value, or (B) the proceeds the ITI may be entitled to receive from any insurance maintained by the ITI to cover such a liability, whichever of (A) or (B) is higher.

(b) This limitation of liability shall not affect the ITI’s liability, if any, for damage to Third Parties caused by the ITI or its Agents/ Sub-contractor(s)/ Team/ Representatives/ Personnel etc., or any person or Firm/ Company acting on behalf of the ITI in executing the work or in carrying out the Services/ Obligations under the MOU.

[Signatures]

Director (IT)

Manager (Business Development)

South Delhi Municipal Corporation
ITI Limited
24th Floor, Dr. S.P.M. Civic Centre
J.L.N. Marg, New Delhi-110002

(A Govt. of India Undertaking)
11th Floor, Core-1, Soope Minor
Laxmi Nagar District Centre, Delhi-92
(c) The ITI’s liabilities shall not be limited if the loss/damage is caused by

(i) Negligence/gross negligence;
(ii) Misconduct/intentional misconduct;
(iii) Breach of essential terms of the MOU; or
(iv) Fraud attributable to the ITI and/or its Agents/Sub-contractor(s)/Team/Representatives/Personnel etc.

(d) The allocation of risk herein is an essential element of the bargain between the parties, without which the parties would not have entered into this Memorandum of Understanding.

14. Amendment Clause:

This Memorandum of Understanding may be modified and/or amended, with mutual consent, only by a written instrument executed by authorized representative of the parties hereto.

15. Assignment Clause:

The parties shall not transfer any interest, right, benefits of obligation under this Memorandum of Understanding without the prior written consent of other party, and that each shall have the right to assign this Memorandum of Understanding to a third party successor to all or substantially all of the business and/or assets of the assignment party to which this Memorandum of Understanding relates but only with the prior written consent of the other party.

16. Arbitration:

- If any dispute or differences of any kind whatsoever were to raise between ITI and SDMC with regard to scope of work and its services arising out of the MOU shall be mutually decided by chairman, SDMC and DGM, RO, ITI Limited, New Delhi. OR IT may refer to International Centre for Alternative Dispute Resolution (ICADR), an autonomous organization under Ministry of Law and Justice to settle differences before proceeding to courts.

- If a dispute arises out of or in connection with this Memorandum of Understanding, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under the International Centre for Alternate Dispute Resolution, Arbitration Rules, 1996.

- The authority to appoint the Arbitrator(s) shall be International Centre for Dispute Resolution (ICADR).

- The International Centre for Alternate Dispute Resolution will provide administrative Services in accordance with the ICADR Arbitration Rules, 1996.

- The language of the Arbitration Proceedings shall be English.

- The place of Arbitration Proceedings shall be Delhi.

Rajesh
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During resolution, notwithstanding the fact that settlement of disputes(s)/
arbitration (in any) under arbitration may be pending, the Parties hereto shall
continue to governed by act perform the work in accordance with the provisions
under this MOU.

For interpretation of any clause in the MOU or functionalities during e-auction
Services, the interpretation of Commissioner, South DMC shall be final and
binding.

17. Force Majeure:

17.1 Definition: For the purposes of this MOU, “Force Majeure” means an event
which is beyond the reasonable control of a Party, is not foreseeable, is
unavoidable, and makes a Party’s performance of its obligations hereunder
impossible or so impractical as reasonably to be considered impossible under the
circumstances, and subject to those requirements, includes, but is not limited to,
war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse
weather conditions, strikes, lockouts or other industrial action confiscation or any
other action by Government agencies.

17.2 Force Majeure shall not include (i) any event which is caused by the negligence
or intentional action of a Party or such Party’s Personnel, Sub-Contractor(s) or
agents or employees, nor (ii) any event which a diligent Party could reasonably
have been expected to both take into account at the time of the conclusion of this
MOU, and avoid or overcome in the carrying out of its obligations hereunder.

17.3 Force Majeure shall not include insufficiency of funds or failure to make any
payment required hereunder.

17.4 No Breach of MOU: 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 MOU 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 MOU.

17.5 Measures to be taken: A Party affected by an event of Force Majeure shall
continue to perform its obligations under the MOU as far as is reasonably
practical, and shall take all reasonable measures to minimize the consequences
of any event of Force Majeure.

17.6 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)
calendar 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.

17.7 Any period within which a Party shall, pursuant to this MOU, 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.
17.8 During the period of their inability to perform the Services as a result of an event of Force Majeure, the ITI, upon instructions by the South DMC, shall either:

(a) Demobilize and if required by the South DMC reactivate the Services; or

(b) Continue with the Services to the extent reasonably possible.

17.9 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Dispute Resolution mechanism stipulated in Clause 16.

18. Suspension:

The South DMC may after the expiry of notice period of notice of suspension to the ITI, suspend all payments to the ITI hereunder only if the ITI fails to perform any of its obligations under this MOU, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the ITI to remedy such failure within a period not exceeding thirty (30) calendar days after receipt of the ITI of such notice of suspension.

19. Termination:

This MOU may be terminated by either Party as per provisions set up below.

19.1 Termination By the South DMC:

The South DMC may terminate this MOU in case of the occurrence of any of the events specified in sub-clauses (a) through (e) of this Clause. In such an occurrence the South DMC shall give at least thirty (30) calendar days' written notice of termination to the ITI in case of the events referred to in (a) through (d).

(a) If the ITI fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

(b) If the ITI becomes (or, if the ITI consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any Memorandum of Understandings with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) If the ITI fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 16;

(d) If, as the result of Force Majeure, the ITI is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

(e) Termination for Convenience: The South DMC may by a written notice sent to the ITI, terminate the MOU, in whole or in part at any time of its convenience. The notice of termination shall specify that termination is
for the South DMC's convenience, the extent to which performance of work under the MOU is terminated, and the date upon which such termination becomes effective.

19.2 Termination By the ITI

The ITI may terminate this MOU, by not less than thirty (30) calendar days' written notice to the South DMC, in case if the South DMC fails to comply with any final decision reached as a result of arbitration pursuant to Clause 12.

20. Confidentiality:

Except with the prior written consent of the South DMC, the ITI and its personal shall not at any time communicate to any person or entity and confidential information acquired in the course of the Services, nor shall ITI and its personnel make public the recommendations formulated in the course of, or as a result of, the Services.

21. Training:

(a) The ITI shall be responsible for conducting Training and hand holding for the authorized/ nominated officials of the South DMC and the Bidders of South DMC who intend to participate in the e-Auction of South DMC.

(b) The venue for such Training shall be the office premises of South DMC or any other location specified by the South DMC.

(c) The training hall, audio-visual facilities will be provided by the South DMC to ITI.

(d) South DMC will publish and circulate necessary information in Mass media for the training purposes.

(e) The training material shall be provided by the ITI to all the participants of the Training.

22. Uptime Guarantee:

ITI shall ensure 99.5% uptime of the Servers on which the e-Auction System will be hosted.

23. Maintenance of e-auction Software:

The routine maintenance/ up gradation works shall be carried out to ensure that downtime is minimal. However, the E-Auction system may need to be put down for doing routine maintenance/ up gradation work, etc every month for two days (second Saturday and Sunday of each month). This will be a planned activity and prior intimation shall be given by ITI regarding downtime of servers.
IN WITNESSES WHEREOF, the parties here to have caused this Memorandum of Understanding to be signed in their respective names as of the day and year first above written.

| Signed, Sealed and Delivered for & on behalf of South Delhi Municipal Corporation | Signed, Sealed and Delivered for and on behalf of the ITI Limited |

For SDMC Authorized Signatory

Director-IT
South Delhi Municipal Corporation
New Delhi

For ITI Limited Authorized Signatory

Manager-BD
M/s ITI Limited
New Delhi

RAJESH KUMAR
Manager (Business Development)
ITI Limited
(A Govt. of India Undertaking)
11th Floor, Core-1, Scope Minor,
Laxmi Nagar District Centre, Delhi-92

Witness

1. Signature : 
   Name : TARUN YADAV
   Address : AO/IT, SDMC, 24th Floor, Civic Centre, Lajpat Nagar

2. Signature : 
   Name : Sonu Gupta
   Address : ADJL, Director - IT

Witness

Prokash Kishore
ITI Limited