

E-GOVERNANCE

**MISSION MODE PROJECT
(MMP)**

**CRIME AND CRIMINAL TRACKING NETWORK &
SYSTEMS**

RFP FOR SELECTION OF SYSTEM INTEGRATOR

VOLUME – III

RELEASED BY:



Delhi Police

Government of Delhi

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List of Abbreviations / Acronyms

AFIS	Automated Fingerprint Identification System
AT	Acceptance Testing
BOM	Bill of Material
BPR	Business Process Reengineering
BSNL	Bharat Sanchar Nigam Limited
CAD	Computer Aided Dispatch
CAS	Core Application Software
CBI	Central Bureau of Investigation
CCIS	Crime and Criminals Information System
CCTNS	Crime & Criminal Tracking Network and Systems
CID	Criminal Investigation Department
CIPA	Common Integrated Police Application
CPMU	Central Program Management Unit
CrPC	Criminal Procedure Code
DCRB	District Crime Record Bureau
DG Set	Diesel Generator Set
DIT	Department of Information Technology
DRC	Disaster Recovery Centre
EMD	Earnest Money Deposit
EMS	Enterprise Management System
FIR	First Information Report
FRS	Functional Requirement Specifications
GIS	Geographical Information System
GO	Gazetted Officer
GOI	Government of India
GPS	Global Positioning System
GRP	Government Railway Police
HLD	High Level Design
HQ	Headquarters
ICT	Information & Communication Technology
IIF	Integrated Investigation Forms
IO	Investigation Officer

IPC	Indian Penal Code
IT	Information Technology
LAN	Local Area Network
LIMS	Lawful Interception Monitoring System
LLD	Low Level Design
MHA	Ministry of Home Affairs
MIS	Management Information System
MMP	Mission Mode Project
MPLS	Multiprotocol Label Switching
NCR	Non-Cognizable Report
NCRB	National Crime Record Bureau
NeGP	National eGovernance Plan
NGO	Non-Gazetted Officer
NIC	National Informatics Centre
NOC	No Objection Certificate
PCR	Police Control Room
PHQ	Police Headquarters
RFP	Request for Proposal
RTI	Right To Information
SAN	Storage Area Network
SCRB	State Crime Record Bureau
SDA	Software Development Agency
SDC	State Data Centre
SDPO	Sub-Division Police Office
SHO	Station House Officer
SI	System Integrator
SLA	Service Level Agreement
SOA	Service Oriented Architecture
SPMC	State Project Management Consultants
SPMU	State Program Management Unit
SRS	Software Requirement Specifications
SWAN	State Wide Area Network
SyRS	System Requirement Specifications
UT	Union Territory
VPN	Virtual Private Network
XML	Extensible Markup Language

RFP Datasheet

1

1 RFP Datasheet

S. No	Information	Details
1.	RFP reference No and Date	
2	Non Refundable Tender Cost	
3	Sale of RFP Document	
4	EMD	
5.	Last date for submission of written queries for clarifications and date of pre-proposal conference	
6.	Release of response to clarifications on	
7.	Last date (deadline) for receipt of proposals in response to RFP notice	
8.	Place, Time and Date of opening of Technical proposals received in response to the RFP notice	
9.	Place, Time and Date of opening of Financial proposals received in response to the RFP notice	
10.	Contact Person for queries	
11	Addressee and Address at which proposal in response to RFP notice is to be submitted:	

Table 1: RFP Datasheet

Address for Communications for the purpose of this RFP

The Nodal Officer, CCTNS Delhi, (Jt CP, Crime),
 10th Floor, Police Head Quarters,
 M.S.O. Building, Indraprastha Estate,
 New Delhi – 110002

Master Services Agreement

2

2 Master Services Agreement

THIS AGREEMENT is made on this the <***> day of <***> 2011 at <***>, India.

BETWEEN

The President of India, acting through Commissioner of Police, Delhi, Delhi Police Headquarters, India (hereinafter referred to as '**Client**', which expression shall, unless excluded by or repugnant to the context, include his successor in office and assignees and delegates) on the one part,

AND

<***>, a Company registered under the *Companies Act, 1956*, having its registered office at <***> acting through <***>, authorized through Power of Attorney dated <***> to sign the document (hereinafter referred to as '**System Integrator/ SI**' which expression shall, unless excluded by or repugnant to the context, include its successors/ administrators/ assignees) on the second part.

Each of the parties mentioned above are collectively referred to as the '**Parties**' and individually as a '**Party**'.

WHEREAS:

1. Client is desirous to implement the Mission Mode Project Crime & Criminal Tracking Network and Systems, an initiative of National Crime Record Bureau under Ministry of Home Affairs in Delhi Police for creating a comprehensive and integrated system for enhancing the efficiency and effectiveness of policing at all levels and especially at the Police Station level through adoption of principles of e-Governance.
2. In furtherance of the same, Client undertook the selection of a suitable System Integrator through a competitive bidding process for implementing the Project and in this behalf issued Request for Proposal (RFP) dated **1st July, 2011** .
3. The successful bidder has been selected as the System Integrator on the basis of the Bid Details set out as Annexure 4.2 of this Agreement, to undertake the Project of the development and implementation of the solution, its roll out and sustained operations.

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

2.1 Definitions and Interpretations

2.1.1 Definitions

Adverse Effect	Means material adverse effect on (a) the ability of the System Integrator to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legal validity, binding nature or enforceability of this Agreement;
Agreement	Means this Master Services Agreement, Service Level Agreement and Non-Disclosure Agreement together with all Articles, Annexure, Schedules and the

	contents and specifications of the Volumes I and II of the RFP;
Application	Means the software application developed as a part of scope of work set out in Clause 2.5
Applicable Law(s)	Means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration of the Client as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project;
Application Downtime	Means the time for which user/s is not able to access the application. However, in calculating downtime, scheduled downtime (for example, backup time, batch processing time, routine maintenance time) would not be considered;
Assets	Shall have the same meaning ascribed to it in Clause 2.12 (a)
Business Hours	Shall mean the working time for Delhi Police IT Cell personnel which is 9:00 AM to 7:00 PM. Again for Servers and other components which enable successful usage of CCTNS solution the working time should be considered as 24 hours for all the days of the week. It is desired that IT maintenance, other batch processes (like backup) etc. should be planned so that such backend activities have minimum effect on the performance;
Certificate(s) of Compliance	Shall have the same meaning ascribed to it in Clause 2.7.
Confidential Information	Means all information including Delhi Police Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, which is disclosed to or otherwise learned by the System Integrator in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement);
Control	Means, in relation to any business entity, the power of a person to secure (i) by means of the holding of shares or the possession of voting power in or in relation to that or any other business entity, or (ii) by virtue of any powers conferred by the articles of association or other document regulating that or any other business entity, that the affairs of the first mentioned business entity are conducted in accordance with that person's wishes and in relation to a partnership, means the right to a share of more than one half of the assets, or of more than one half of the income, of the partnership;
CCTNS Solution	Shall comprise of software, hardware and networking components used for implementation of CCTNS project in Delhi Police

Deliverables	Means the products, infrastructure and services agreed to be delivered by the System Integrator in pursuance of the agreement as defined more elaborately in Volume I and Volume II of the RFP, Implementation and the Maintenance phases and includes all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related), inter alia payment and/or process related etc., source code and all its modifications;
Effective Date	Shall have the same meaning ascribed to it in Clause 2.5.1 (iv)
Final Acceptance Test	Shall be conducted on completion of the following: 1) CCTNS Solution deployed and Operational at State Data Center 2) Deployment & operational hardware and networking at requisite locations, 3) UAT of the overall integrated solution and portal.
Final Testing and Certification Agency	Shall have the same meaning ascribed to it in Clause 2.7
Force Majeure	Shall have the same meaning ascribed to it in Clause 2.18
Force Majeure Costs	Shall have the same meaning ascribed to it in Clause 2.18.3
Indemnifying Party	Shall have the same meaning ascribed to it in Clause 2.17
Indemnified Party	Shall have the same meaning ascribed to it in Clause 2.17
Intellectual Property Rights	Means all rights in written designs and copyrights, moral rights, rights in databases and Bespoke Software/ CAS (State)/ Pre-existing work including its up-gradation systems and compilation rights (whether or not any of these are registered and including application for registration);
Insurance Cover	Means the aggregate of the maximum sums insured under the insurances taken out by the System Integrator and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable in relation to such act or event;
Material Breach	Means a breach by either Party (Client or System Integrator) of any of its obligations under this Agreement which has or is likely to have an Adverse Effect on the Project which such Party shall have failed to cure;
Minimum	Shall have the same meaning ascribed to it in Annexure 4.3 of this

Required Deliverables	Agreement;
Network	In Client users refers to all the IT assets installed or maintained by the System Integrator as part of the Project for networking;
Network Uptime	Shall mean as defined in Service Level Agreement
Parties	Means Client and System Integrator for the purposes of this Agreement and “ Party ” shall be interpreted accordingly;
Performance Guarantee	Means the guarantee of 10% of value of the contract in the form of a Bank Guarantee as per the format provided in this RFP from Indian Public Sector Banks or Private Sector Banks authorized by the Government to conduct Government transaction. At present HDFC Bank, ICICI Bank and AXIS Bank are the only three private sector banks authorized by the Government. Details of the bank are to be furnished in the commercial offer.
Planned Application Downtime	Means the unavailability of the application services due to maintenance activities such as configuration changes, upgradation or changes to any supporting infrastructure wherein prior intimation (at least two working days in advance) of such planned outage shall be given and approval sought from the Client as applicable;
Planned network outage	Means the unavailability of the network services due to infrastructure maintenance activities such as configuration changes, upgradation or changes to any supporting infrastructure. Prior intimation of such planned outage shall be given and approval sought from the Client as applicable and shall be notified at least two working days;
Project	Means Pilot, Project Implementation (roll out) and Maintenance in terms of the Agreement;
Project Implementation	Means Project Implementation as per the testing standards and acceptance criteria prescribed by Client or its nominated agencies;
Project Implementation Phase	Shall be from the Effective Date of the Agreement to the date of final acceptance testing & certification as set out in Clause 2.7 of this Agreement;
Project Timelines	Shall have the same meaning ascribed to in Annexure 4.3;
Proprietary Information	Shall have the same meaning ascribed to it in Clause 2.21.1
Providing Party	Shall have the same meaning ascribed to it in Clause 2.14.5

Delhi Police Data	Means all proprietary data of the department or its nominated agencies generated out of operations and transactions, documents all taxpayers data and related information including but not restricted to user data which the System Integrator obtains, possesses or processes in the context of providing the Services to the users pursuant to this Agreement;
Each Party	Shall have the same meaning ascribed to it in Clause 2.14.5
Replacement System Integrator	Means any third party that Client or its nominated agencies appoint to replace System Integrator upon expiry of the Term or termination of this Agreement to undertake the Services or part thereof;
Required Consents	Means the consents, waivers, clearances and licenses to use Client's Intellectual Property Rights, rights and other authorizations as may be required to be obtained for the software and other items that Client or their nominated agencies are required to make available to System Integrator pursuant to this Agreement;
Services	Means the services delivered to the Stakeholders of Client or its nominated agencies, employees of Client or its nominated agencies, and to professionals, using the tangible and intangible assets created, procured, installed, managed and operated by the System Integrator including the tools of information and communications technology and includes but is not limited to the list of services specified in Annexure 4.2;
Service Level	Means the level of service and other performance criteria which will apply to the Services delivered by the System Integrator
SLA	Means SLA executed as part of this Master Service Agreement for performance and maintenance of services
Software	Means the software (including CAS (State)) designed, developed / customized, tested and deployed by the System Integrator for the purposes of the Project and includes the source code (in case of Bespoke development) along with associated documentation, which is the work product of the development efforts involved in the Project and the improvements and enhancements effected during the term of the Project, but does not include the proprietary software components and tools deployed by the System Integrator;
Stakeholders	Term stakeholders shall cover Citizens/ Citizens groups, MHA/NCRB/Others, State Police department, CID, CBI, External Departments of the State such as Jails, Courts, Passport Office, Transport Department and Hospitals etc., Non-Government/Private sector organizations
State Project Monitoring Unit (SPMU)	Shall be constituted by the state to monitor the activities, deliverables and progress of the Project. SPMU may comprise of the staff members of the Client or may be a team of external experts (as defined in the RFP Volume 1);

Term	Shall have the same meaning ascribed to it in Clause 2.5.1
Third Party Systems	Means systems (or any part thereof) in which the Intellectual Property Rights are not owned by the Client or System Integrator and to which System Integrator has been granted a license to use and which are used in the provision of Services;
Unplanned Application Downtime	Means the total time for all the instances where services in the software requirement specification document prepared by the System Integrator are not available for more than 5 consecutive minutes;
Unplanned network outage	Means the total time for all the instances where services in the software requirement specification document prepared by the System Integrator are not available for more than 5 consecutive minutes;
Warranty / AMC Period	Shall be counted three years from the date of successful completion of Successful implementation / Go-Live

2.1.2 Interpretation

In this Agreement, unless otherwise specified:

- (a) References to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexure are to clauses, sub-clauses, paragraphs, schedules and annexure to this Agreement;
- (b) Use of any gender includes the other genders;
- (c) References to a '**company**' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- (d) 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);
- (e) 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;
- (f) Any reference to a '**day**' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- (g) References to a '**business day**' shall be construed as a reference to a day (other than a Sunday) on which Government offices in the State of Delhi are generally open for business;
- (h) References to times are to Indian Standard Time;
- (i) Reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, notated or supplemented at any time; and
- (j) All headings and titles are inserted for convenience only. They are to be ignored in

the interpretation of this Agreement.

- (k) System integrator (SI) has been used for the same entity i.e. bidder selected for the project.

2.2 Measurements and Arithmetic Conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

2.3 Ambiguities within Agreement

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

- (a) As between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- (b) As between the provisions of this Agreement and the Schedules, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules; and
- (c) As between any value written in numerals and that in words, the value in words shall prevail.

2.4 Priority of documents

. This Agreement, including its Schedules, represents the entire agreement between the Parties. 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 the SLA agreement, NDA agreement, Schedules and Annexure;
- (b) Request for Proposal and Addendum/ Corrigendum to the Request for Proposal (if any).

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

2.5 Scope of the Project

The System Integrator shall be required to follow the scope of work as defined in section 5, of Volume I of this RFP. In addition to the scope of work, SI will also be required to adhere to the project timelines and submit the required deliverables as defined in section 5, of Volume I of this RFP.

2.5.1 Terms & Duration of the Project

The Client intends to grant to the System Integrator the right to undertake and implement the Project on the terms and conditions set forth below:

- i. Successful implementation / Go-Live of the project in two Phases (as defined in RFP Volume 1) within the defined period from the date of signing of contract. The Successful implementation / Go-Live of a Phase will include:
 - o Successful deployment, commissioning and User Acceptance Tests (UAT) for the modules in the concerned phases
 - o Successful Data digitization / migration along with verification from the CLIENT,
 - o Successful training of the staff members on the modules
 - o Procurement, deployment and commissioning of the hardware required for the concerned phase at PHQ, Data Center and other Police locations,
 - o Procurement, deployment and commissioning of the networking equipments and connectivity required for that Phase
 - o Acceptance / Sign off from the Client for reaching the stage of successful Go-Live at each phase
- ii. Operation and Maintenance of the system for a period of three years from the Successful Implementation / Go-Live of the Wave 2 modules.
- iii. Hence, the Overall "Term" for the Project will be at least 3 years This Agreement shall come into effect on <***> 2011 (hereinafter the '**Effective Date**') and shall continue till operation and maintenance completion date which shall be the date of the completion of the operation and maintenance to the satisfaction of Client or its nominated agencies.
- iv. Standard repeat order clause for placing a repeat order to a maximum of 100% of the originally ordered quantity within 3 years from the date of supply against the original order, at the same rates and on the same terms and conditions at any time during the currency of the contract will hold

2.6 Conditions Precedent & Effective Date

2.6.1 Provisions to take effect upon fulfilment of Conditions Precedent

Subject to express terms to the contrary, the rights and obligations under this Agreement shall take effect only upon fulfillment of all the Conditions Precedent set out below. However, Client or its nominated agencies may at any time at its sole discretion waive fully or partially any of the Conditions Precedent for the System Integrator. The time for fulfilling the conditions precedent will be decided by mutual agreement between both the Parties.

2.6.2 Conditions Precedent of the System Integrator

The System Integrator shall be required to fulfill the Conditions Precedent which are as follows:

- a. To provide a Performance Security/Guarantee and other guarantees/ payments as and when required to the Client or its nominated agencies;
- b. To provide the Client or its nominated agencies certified true copies of its

constitutional documents and board resolutions authorizing the execution, delivery and performance of this Agreement by the System Integrator

For the avoidance of doubt, it is expressly clarified that the obligations of the Parties except the financial obligations of Client or its nominated agencies under this Agreement shall commence from the fulfillment of the Conditions Precedent as set forth above.

2.6.3 Extension of time for fulfilment of Conditions Precedent

- (a) The Parties may, by mutual agreement, extend the time for fulfilling the Term of this Agreement.
- (b) For the avoidance of doubt, it is expressly clarified that any such extension of time shall be subject to imposition of penalties on the System Integrator linked to the delay in fulfilling the Conditions Precedent.

2.6.4 Non-fulfilment of the System Integrator's Conditions Precedent

- a. In the event that any of the Conditions Precedent of the System Integrator have not been fulfilled within 15 days of signing of this Agreement and the same have not been waived fully or partially by Client or its nominated agencies, this Agreement shall cease to exist;
- b. In the event that the Agreement fails to come into effect/ ceases to exist on account of non fulfillment of the System Integrator's conditions precedent, the Client or its nominated agencies shall not be liable in any manner whatsoever to the System Integrator and the Client shall forthwith forfeit the performance guarantee.
- c. In the event that possession of any of the Client or its nominated agencies facilities has been delivered to the System Integrator prior to the fulfillment of the Conditions Precedent, upon the termination of this Agreement such shall immediately revert to Client or its nominated agencies, free and clear from any encumbrances or claims.

2.7 Obligations under the SLA

- The SLA shall be a separate contract in respect of this Agreement and shall be entered into concurrently with this Agreement between Client and System Integrator
- In relation to any future SLA entered into between the Parties; each of the Parties shall observe and perform the obligations set out herein.
- Change of Control
 - (a) In the event of a change of control of the System Integrator during the Term, the SI shall promptly notify Client and/or its nominated agencies of the same in the format set out as Annexure 4.1 of this Agreement.
 - (b) In the event that the net worth of the surviving entity is less than that of System Integrator prior to the change of control, the Client or its nominated agencies may within 30 days of becoming aware of such change in control, require a replacement of existing Performance Guarantee furnished by the SI from a guarantor acceptable to the Client or its nominated agencies (which shall not be System Integrator or any of its associated entities).
 - (c) If such a guarantee is not furnished within 30 days of the Client or its nominated

agencies requiring the replacement, the Client may exercise its right to terminate the SLA and/ or this Agreement within a further 30 days by written notice, to become effective as specified in such notice.

- (d) Pursuant to termination, the effects of termination as set out in Clause 2.16.2 of this Agreement 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.

- Final testing and certification

The Project shall be governed by the mechanism of final acceptance testing and certification to be put into place by the Client, guided by the following principles:

- (a) Client reserves the right to nominate a technically competent agency ("**Final Testing and Certification Agency**") for conducting final acceptance testing and certification;
 - (b) Such Final Testing and Certification Agency will lay down a set of guidelines following internationally accepted norms and standards for testing and certification for all aspects of project development and implementation covering software, hardware and networking including the processes relating to the design of solution architecture, design of systems and sub- systems, coding, testing, business process description, documentation, version control, change management, security, service oriented architecture, performance in relation to compliance with SLA metrics, interoperability, scalability, availability and compliance with all the technical and functional requirements of the RFP and this Agreement;
 - (c) The Final Testing and Certification Agency will be involved with Project from the development stage to ensure that the guidelines are being followed and to avoid large scale modifications pursuant to testing done after the application is fully developed;
 - (d) The Final Testing and Certification Agency may engage professional organizations for conducting specific tests on the software, hardware, networking, security and all other aspects;
 - (e) The Final Testing and Certification Agency will establish appropriate processes for notifying the System Integrator of any deviations from the norms, standards or guidelines at the earliest instance after taking cognizance of the same to enable the System Integrator to take corrective action;
 - (f) Such an involvement of and guidance by the Final Testing and Certification Agency shall not, however, absolve the System Integrator of the fundamental responsibility of designing, customizing/ developing, installing, testing and commissioning the various components of the Project to deliver the services in perfect conformity with this Agreement
- The Parties shall each ensure that the range of the Services under the SLA shall not be varied, reduced or increased except with the prior written agreement between the Client and System Integrator in accordance with the Change Control Schedule set out in

Schedule I of this Agreement. Save for the express terms of the Terms of Payment Schedule set out as Schedule V of this Agreement, Client or its nominated agencies and its users may purchase any particular category of Services that may become necessary as per the Change Control Schedule set out in Schedule I of this Agreement, without the need to go for a separate procurement process.

2.8 Representations and Warranties

2.8.1 Representations and warranties of the System Integrator

The System Integrator represents and warrants to the Client or its nominated agencies that:

- (a) It is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby;
- (b) It is a competent provider of a variety of information technology and business process management services;
- (c) It has taken all necessary corporate and other actions under Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (d) It has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- (e) In providing the Services, it shall use reasonable endeavors not to cause any unnecessary disruption to Client's normal business operations
- (f) This Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
- (g) The information furnished in the tender documents and as updated on or before the date of this Agreement is to the best of its knowledge and belief true and accurate in all material respects as at the date of this Agreement;
- (h) The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association 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 properties or assets is bound or affected;
- (i) There are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;
- (j) It has no knowledge of any violation or default with respect to any order, writ,

injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

- (k) It has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Agreement;
- (l) No representation or warranty by it contained herein or in any other document furnished by it to Client or its nominated agencies in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and
- (m) No sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of Client or its nominated agencies in connection therewith.

2.8.2 Representations and warranties of the CLIENT or its nominated agencies

CLIENT or its nominated agencies represent and warrant to the System Integrator that:

- (a) 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;
- (b) 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;
- (c) It has the financial standing and capacity to perform its obligations under the Agreement;
- (d) 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 there under including any obligation, liability or responsibility hereunder;
- (e) 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;
- (f) 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;
- (g) 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;

- (h) 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 the Client 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;
- (i) It has complied with Applicable Laws in all material respects;
- (j) All information provided by it in the RFP in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects; and
- (k) 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.

2.9 Undertakings of the Client or its Nominated Agencies

Without prejudice to any other undertakings or obligations of the Client or its nominated agencies under this Agreement the Client or its nominated agencies shall undertake the following:

- (a) To provide any support through personnel to test the system during the Term;
- (b) To provide any support through personnel and/or test data during development, rollout, steady state operation, as well as, for any changes/enhancements in the system whenever required due to scope change that may arise due to business, delivery or statutory/regulatory reasons;
- (c) Client shall provide the data (including in electronic form wherever available) to be digitized or migrated.
- (d) To authorize the System Integrator to interact for implementation of the Project with external entities such as the Transport Department, Government Hospitals, Courts, Jails, FSL, FPB, etc. other entities mentioned for integration requirements in Volume I of the RFP.

2.10 Obligations of the System Integrator

- (a) It shall provide to the Client or its nominated agencies, the Minimum Required Deliverables as set out in Annexure 4.3 of this Agreement.
- (b) It shall keep abreast of the relevant technical, managerial and operational requirements applicable to the provision of the services and best practices in this area and shall share their knowledge with Client or its nominated agencies regarding matters which would assist Client or its nominated agencies in its use of the Services, provided that System Integrator shall not be obligated to share other client information or Confidential Information of System Integrator not relevant to this Agreement;

- (c) It shall perform the Services as set out in Annexure 4.2 of this Agreement in a professional manner commensurate with industry and technical standards which are generally in effect for international projects and innovations similar to those contemplated by this Agreement, and so as to comply with the applicable Service Levels set out with this Agreement.
- (d) It shall ensure that the Services are being provided as per the Project Timelines set out as Annexure 4.3 to this Agreement.

2.11 Approvals and Required Consents

- (a) The Parties shall cooperate to procure, maintain and observe all relevant and regulatory and governmental licenses, clearances and applicable approvals (hereinafter the “**Required Consents**”) necessary for the System Integrator to provide the Services. The costs of such Approvals and/or licenses and renewal of these licenses if required (for 3 years as per the project timelines) shall be borne by the SI.
- (b) The Client or its nominated agencies shall use reasonable endeavors to assist System Integrator to obtain the Required Consents. In the event that any Required Consent is not obtained, the System Integrator and the Client or its nominated agencies will co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for the Client 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.
- (c) Procured and/or renewed licenses should be in the name of CLIENT

2.12 Use of Assets by the System Integrator

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 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 which will include all upgradation / enhancements and improvements to meet the current needs of the Project; and
- (b) Keep all the tangible Assets in as good and serviceable condition (reasonable wear and tear excepted) and/or the intangible Assets suitably upgraded subject to the relevant industry standards (including those stated in Volume I of the RFP) as at the date the System Integrator takes control of and/or first uses the Assets and during the entire Term of the Agreement. Pursuant to technological obsolescence, upgradation will be carried out by the System Integrator.
- (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 faithfully followed by the 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 the Client 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; and
- (h) Be responsible for undertaking comprehensive insurance including liability insurance, system and facility insurance and any other insurance for the personnel, Assets, data, software, etc.

2.13 Access to the Client or its Nominated Agencies Locations

Till the date of completion of all contractual obligations of the SI to the client or its nominated agencies, access to the client or its nominated agency's locations, as the case may be, on a non-permanent basis and to the extent necessary, the Client or its nominated agencies, as the case may be, shall, subject to compliance by the System Integrator with any safety and security guidelines which may be provided by the Client or its nominated agencies with notification to the System Integrator in writing, provide the System Integrator with:

- (a) Reasonable access, in the same manner granted to the Client or its nominated agencies employees, to the location, twenty-four hours a day, seven days a week;
- (b) Reasonable work space, access to office equipment as mutually agreed and other related support services in such location and at other such Client locations, if any, as may be reasonably necessary for the System Integrator to perform its obligations hereunder and under the SLA.

Access to locations, office equipments and services shall be made available to the System Integrator on an "as is, where is" basis by the Client or its nominated agencies as the case may be. The System Integrator agrees to ensure that its employees, agents and contractors shall not use the location, services and equipment referred to in RFP Volume 1 for the following purposes:

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

2.14 Management Phase

2.14.1 Governance

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

2.14.2 Use of Services

- (a) The Client as the case may be or its nominated agencies, will use the Services in accordance with any instructions or procedures as per the acceptance criteria as set out in the SLA or this Agreement or any agreement that may be entered into between the Parties from time to time;

- (b) The Client or its nominated agencies shall be responsible for the operation and use of the Deliverables resulting from the Services.

2.14.3 Changes

Unless expressly dealt with elsewhere in this Agreement, any changes under or to this Agreement or under or to the SLA shall be dealt with in accordance with the Change Control Schedule set out in Schedule I of this Agreement.

2.14.4 Security and Safety

- (a) The System Integrator shall comply with the directions issued from time to time by the Client or its nominated agencies and follow the industry and statutory standards related to safety and security (including those as stated in the RFP Volume I), insofar as it applies to the provision of the Services.
- (b) Each Party to the SLA/Agreement shall also comply with CLIENT or the Government of India, and the respective State's security standards and policies in force from time to time at each location
- (c) The Parties to the SLA/Agreement shall use reasonable endeavors to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with data, facilities or Confidential Information connected with the Project.
- (d) The System Integrator shall upon reasonable request by the CLIENT or their nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
- (e) As per the provisions of the SLA or this Agreement, the System Integrator shall promptly report in writing to the CLIENT 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 related to the Project and Services.

2.14.5 Cooperation

Except as otherwise provided elsewhere in this Agreement or the SLA, SI undertakes promptly to provide the Client with all such information and co-operation which the other Party reasonably requests, provided that such information and co-operation:

- (a) is reasonably required by the Receiving Party in order for it to comply with its obligations under this Agreement or the SLA;
- (b) cannot be construed to be Confidential Information; and
- (c) 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.

2.15 Finances

2.15.1 Terms of Payment and Service Credits and Debits

- (a) In consideration of the Services and subject to the provisions of this Agreement and of the SLA, the CLIENT shall pay the System Integrator for the Services rendered in pursuance of this agreement, in accordance with the Terms of Payment Schedule set out as Schedule V of this Agreement.
- (b) All payments are subject to the application of service credits and debits as may be provided for in the SLA. For the avoidance of doubt, it is expressly clarified that the CLIENT will pay the service credits as stated in accordance with the Schedule V of this Agreement and the CLIENT may also calculate a financial sum and debit the same against the terms of payment as set out in Schedule V of this Agreement as a result of the failure of the System Integrator to meet the Service Level as defined in SLA.
- (c) Save and except as otherwise provided for herein or as agreed between the Parties in writing, the CLIENT 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 or the SLA) 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 consultancy charges, infrastructure costs, project costs, implementation and management charges and all other related costs including taxes which are addressed in this Clause.

2.15.2 Invoicing and Settlement

- (a) Subject to the specific terms of the SLA, the System Integrator shall submit its invoices in accordance with the following principles:
 - i. The CLIENT shall be invoiced by the System Integrator for the Services. Generally and unless otherwise agreed in writing between the Parties or expressly set out in the SLA, the System Integrator shall raise an invoice along with necessary approvals as per Schedule VI of this Agreement on quarterly basis; and
 - ii. Any invoice presented in accordance with this Article shall be in a form agreed with the CLIENT.
- (b) The System Integrator alone shall invoice all payments after receiving due approval from the competent authority. Such invoices shall be accurate and incorporate all adjustments to or changes in the terms of payment as stated in Schedule V of this Agreement. The System Integrator shall waive any charge for a Service that is not invoiced within six months after the end of the month in which the charge relating to such Service is authorized or incurred, whichever is later.
- (c) Payment shall be made within 30 working days of the receipt of invoice along with supporting documents by the CLIENT subject to penalties. The penalties are imposed on the SI as per the SLA criteria specified in the SLA.
- (d) The CLIENT shall be entitled to delay or withhold payment of any invoice or part

of it delivered by the System Integrator under Schedule V of this Agreement where the CLIENT disputes/ withholds such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. The disputed / withheld amount shall be settled in accordance with the procedure as set out in Schedule V of this Agreement. Any exercise by the CLIENT under this Clause shall not entitle the System Integrator to delay or withhold provision of the Services.

- (e) The CLIENT shall be entitled to delay or withhold payment of any invoice or part of it delivered by the System Integrator under Schedule V of this Agreement where it disputes any previous invoice or part of it that it had not previously disputed provided that such dispute is bona fide. The withheld amount shall be limited to that which is the disputed amount. The disputed amount shall be referred to the escalation procedure as set out in Schedule V of this Agreement. Any recourse by the CLIENT to its rights under this Clause shall not entitle the System Integrator to delay or withhold provision of the Services.
- (f) The System Integrator shall pay all its sub-contractors in a timely fashion so as not to prejudice the Project.

2.15.3 Tax

- (a) The CLIENT or its nominated agencies shall be responsible for deducting 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, SLA, 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.
- (b) The CLIENT or its nominated agencies shall provide System Integrator with the original tax receipt of any withholding taxes paid by CLIENT or its nominated agencies on payments under this Agreement. The System Integrator agrees to reimburse and hold the CLIENT 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 the CLIENT or its nominated agencies, the System Integrator and third party subcontractors.
- (c) In the event of any increase or decrease of the rate of taxes due to any statutory notification/s during the Term of the Agreement the consequential effect shall be to the account of the System Integrator.
- (d) 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:
 - a. any resale certificates;
 - b. any relevant information regarding out-of-state or use of materials, equipment or services; and
 - c. Any direct pay permits, exemption certificates or information reasonably requested by the other Party.

2.16 Termination

2.16.1 Material Breach:

- (a) If the System Integrator is not able to deliver the services as per the SLAs defined in Volume 1 of RFP which translates into Material Breach, then the CLIENT may serve a 7 days written notice for curing this Material Breach. In case the Material Breach continues, after the expiry of such notice period, the CLIENT will have the option to terminate this Agreement. Further, the CLIENT may after affording a reasonable opportunity to the System Integrator to explain the circumstances leading to such a delay.
- (b) If there is a Material Breach by the CLIENT or its nominated agencies which results in not providing support for effecting data migration and / or not providing the certification of User Acceptance, then the System Integrator will give a one month's notice for curing the Material Breach to the CLIENT. After the expiry of such notice period, the System Integrator will have the option to terminate the Agreement
- (c) The CLIENT may by giving a one month's written notice, terminate this Agreement if a change of control of the System Integrator has taken place. For the purposes of this Clause, in the case of System Integrator, change of control shall mean the events stated in Clause 2.7, and such notice shall become effective at the end of the notice period as set out in Clause 2.7.
- (d) In the event that System Integrator undergoes such a change of control, CLIENT may, as an alternative to termination, require a full Performance Guarantee for the obligations of System Integrator by a guarantor acceptable to CLIENT or its nominated agencies. If such a guarantee is not furnished within 30 days of CLIENT's demand, the CLIENT may exercise its right to terminate this Agreement in accordance with this Clause by giving 15 days further written notice to the System Integrator.
- (e) The termination provisions set out in this Clause shall apply mutatis mutandis to the SLA.

2.16.2 Effects of termination

- (a) In the event that CLIENT terminates this Agreement pursuant to failure on the part of the System Integrator to comply with the conditions as contained in this Clause and depending on the event of default, Performance Guarantee furnished by System Integrator may be forfeited.
- (b) Upon termination of this Agreement, the Parties will comply with the Exit Management Schedule set out as Schedule II of this Agreement.
- (c) In the event that CLIENT or the System Integrator terminates this Agreement, the compensation will be decided in accordance with the Terms of Payment Schedule set out as Schedule V of this Agreement.
- (d) On termination of this Agreement for any reason, the CLIENT will decide the appropriate course of action.

2.16.3 Termination of this Agreement due to bankruptcy of System Integrator

The CLIENT may serve written notice on System Integrator at any time to terminate this

Agreement with immediate effect in the event that:

- (a) The System Integrator reporting an apprehension of bankruptcy to the CLIENT or its nominated agencies;
- (b) CLIENT or its nominated agencies apprehending a similar event.

2.17 Indemnification

- Subject to clause mentioned below, System Integrator (the "Indemnifying Party") undertakes to indemnify CLIENT (the "Indemnified Party") from and against all losses on account of bodily injury, violation of intellectual property rights of third party, computer viruses, 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 performance or non-performance under this Agreement or the SLA to the extent of the Indemnifying Party's comparative fault in causing such losses.
- The indemnities set out in the above clause shall be subject to the following conditions:
 - (a) 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;
 - (b) The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel.
 - (c) If the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
 - (d) All settlements of claims subject to indemnification under this Article will:
 - i. 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
 - ii. Include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
 - (e) 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;
 - (f) 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;
 - (g) In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and

- (h) If a Party makes a claim under the indemnity set out under clause mentioned 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).

2.18 Force Majeure

2.18.1 Definition of Force Majeure

As used in this Agreement, a “Force Majeure Event” shall mean any unforeseeable act or event that prevents the affected party from performing its obligations under this Agreement or complying with any conditions required by the other Party under this Agreement or complying with any conditions required by the other Party under this Agreement if such act or event is beyond the reasonable control of and not the fault of the affected Party and such Party has been unable to avoid such act or event by the exercise of prudent foresight and due diligence. However, the following events shall not constitute a Force Majeure Event and are solely the responsibility of the affected Party:

- Strikes
- Collective bargaining agreements within the exclusive control of either Party
- Labour disputes of any kind
- Economic hardship

2.18.2 Force Majeure events

The burden of proof as to whether a Force Majeure event has occurred shall be upon the Party claiming a Force Majeure Event.

2.18.3 Conditions

If either party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure event, that Party will be excused from whatever performance is affected by the Force Majeure Event to the extent so affected provided that:

- (a) The affected Party, gives to the other Party written notice of the occurrence of the Force Majeure Event as soon as practicable after the occurrence thereof, and also gives to the other Party written notice describing in reasonable details the particulars of such occurrence, including an estimation of its expected duration and probable impact on the performance of such Party’s obligations hereunder, and thereafter continues to furnish timely regular reports with respect thereto during the continuation of the Force Majeure event
- (b) The suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event
- (c) The affected Party shall use its best efforts to continue to perform its obligations hereunder and to correct or cure the event or condition excusing performance
- (d) When the affected Party is able to resume performance of its obligations under this Agreement, it shall give the other Party written notice to that effect and shall

promptly resume performance hereunder.

2.18.4 Conditions notwithstanding

Anything in this Agreement to the contrary notwithstanding:

- (a) Any event or occurrence that results materially from the gross negligence or intentional acts of the affected Party shall not constitute a Force Majeure Event
- (b) The Affected Party shall not be relieved from obligations under this Agreement to the extent that the gross negligence or willful misconduct of the affected Party contributes to or aggravates the Force Majeure Event
- (c) Neither Party shall be considered in default or in breach of its obligations under this Agreement to the extent that performance of such obligations is prevented by an exempting Force Majeure Event.

2.18.5 Termination clause

- (a) If the Force Majeure Event or its consequences extend beyond a period of six months, this Agreement shall unless the Parties agree otherwise in writing, stand terminated.

2.19 Confidentiality

- (a) The CLIENT 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.
- (b) Additionally, the System Integrator shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.
- (c) The CLIENT or its nominated agencies shall retain all rights to prevent, stop and if required take the necessary punitive action against the System Integrator regarding any forbidden disclosure.
- (d) The System Integrator shall ensure that all its employees, agents and sub-contractors execute individual non disclosure agreements, which have been duly approved by the CLIENT with respect to this Project.
- (e) For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
 - Information already available in the public domain;
 - Information not pertaining to CCTNS project which has been developed independently by the System Integrator;
 - Information which has been received from a third party who had the right to disclose the aforesaid information;
 - Information which has been disclosed to the public pursuant to a court order.

2.20 Audit, Access and Reporting

The System Integrator shall allow access to the CLIENT or its nominated agencies 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 Audit, Access and Reporting Schedule and which is reasonably required by the CLIENT to comply with the terms of the Audit, Access and Reporting Schedule set out as Schedule III of this Agreement.

2.21 Intellectual Property Rights

2.21.1 Products and fixes:

All products and related solutions and fixes provided pursuant to this agreement shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. SI would be responsible for arranging any licenses associated with 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 CLIENT 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 when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.

2.21.2 Bespoke development:

The Intellectual Property Rights (IPR) for any bespoke development done during the implementation of the project will lie with CLIENT.

2.21.3 Pre-existing work:

All IPR including the source code and materials (other than products or fixes) developed or otherwise obtained independently of the efforts of a party under this agreement (“**pre-existing work**”) 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. Except as may be otherwise explicitly agreed to in a statement of services, the bidder should grant CLIENT a non-exclusive, perpetual, fully paid-up enterprise edition license(s) to use, reproduce and modify (if applicable) the pre-existing work in the form delivered to CLIENT as part of the service 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.

CLIENT’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 CLIENT at the conclusion of performance of the services.

2.22 Miscellaneous

2.22.1 Personnel

- a) The personnel assigned by System Integrator to perform the Services shall be employees of System Integrator, and under no circumstances shall such personnel be considered employees of CLIENT or its nominated agencies. The System Integrator shall have the sole responsibility for the supervision and control of its personnel 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.
- b) The System Integrator shall use its best efforts to ensure that sufficient System Integrator personnel are assigned to perform the Services and those personnel have appropriate qualifications to perform the Services. After discussion with System Integrator, CLIENT or its nominated agencies shall have the right to require the removal or replacement of any System Integrator personnel performing work under this Agreement. In the event that CLIENT 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.
 - c) The System Integrator shall also be responsible to train certain employees of CLIENT, or its nominated agencies with regard to the Services being provided by the System Integrator as and when required by the CLIENT or its nominated agencies during the Term of this Project. The parameters of the training required for these employees of CLIENT or its nominated agencies shall be communicated by CLIENT or its nominated agencies to the System Integrator periodically and shall be in accordance with the latest procedures and processes available in the relevant areas of work.
 - d) In the event that the CLIENT or its nominated agencies identifies any personnel of System Integrator as “Key Personnel”, then neither the System Integrator shall remove such personnel from the CLIENT or its nominated agencies engagement without the prior written consent of CLIENT or its nominated agencies unless such removal is the result of an unavoidable circumstance including but not limited to resignation, termination, medical leave, etc.
 - e) Except as stated in this Clause, nothing in this Agreement or the SLA will limit the ability of System Integrator to freely assign or reassign its employees; provided that System Integrator shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. CLIENT or its nominated agencies shall have the right to review and approve System Integrator’s plan for any such knowledge transfer. System Integrator shall maintain the same or higher standards for skills and professionalism among replacement personnel as in personnel being replaced.
 - f) Each Party shall be responsible for the performance of all its obligations under this Agreement or the SLA as the case may be and shall be liable for the acts and omissions of its employees and agents in connection therewith.
 - g) 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.

2.22.2 Independent Contractor

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

- (a) Incur any expenses on behalf of the other Party;

- (b) Enter into any engagement or make any representation or warranty on behalf of the other Party;
- (c) Pledge the credit of or otherwise bind or oblige the other Party; or
- (d) Commit the other Party in any way whatsoever without in each case obtaining the other Party's prior written consent.

2.22.3 Sub-contractors

System Integrator shall not subcontract any work related to the data recovery centre, data centre, security, etc. other Core activities to be performed under this Agreement without CLIENT's prior written consent. However the System Integrator shall provide the list of all the other services planned to be sub contracted with the Technical proposal. 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 the CLIENT or its nominated agencies from any claims on the grounds stated hereinabove.

2.22.4 Assignment

- (a) All terms and provisions of this Agreement shall be binding on and shall inure to the benefit of the CLIENT and their respective successors and permitted assigns.
- (b) Subject to clause mentioned above, the System Integrator shall not be permitted to assign its rights and obligations under this Agreement to any third party.
- (c) The CLIENT may assign or novate all or any part of this Agreement and Schedules/Annexure, and the System Integrator shall be a party to such novation, to any third party contracted to provide outsourced services to CLIENT or any of its nominees.

2.22.5 Trademarks, Publicity

Neither Party may use the trademarks of the other Party without the prior written consent of the other Party. Except as required by law or the rules and regulations, neither Party shall publish or permit to be published either along or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement, the SLA or the business of the Parties without prior reference to and approval in writing from the other Party, such approval not to be unreasonably withheld or delayed provided however that System Integrator may include CLIENT or its client lists for reference to third parties subject to the prior written consent of CLIENT not to be unreasonably withheld or delayed. Such approval shall apply to each specific reference and relate only to that reference.

2.22.6 Notices

- (a) Any notice or other document which may be given by either Party under this Agreement or under the SLA shall be given in writing in person or by pre-paid recorded delivery post, email or by facsimile transmission.
- (b) 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:

Commissioner of Police, Delhi

Police Headquarters, Delhi

Delhi

Tel:

Fax:

Email:

Contact:

System Integrator

Tel:

Fax:

Email:

Contact:

- (c) In relation to a notice given under the MSA / SLA, 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.
- (d) 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).
- (e) Either Party to this Agreement or to the SLA 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.

2.22.7 Variations and Further Assurance

- (a) No amendment, variation or other change to this Agreement or the SLA shall be valid unless authorized in accordance with the change control procedure as set out in the Change Control Schedule set out in Schedule I of this Agreement. Such amendment shall be made in writing and signed by the duly authorized representatives of the Parties to this Agreement or the SLA.
- (b) Each Party to this Agreement or the SLA 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 or the SLA.

2.22.8 Severability and Waiver

- (a) If any provision of this Agreement or the SLA, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the SLA 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.
- (b) No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement or the SLA of any right, remedy or provision of this Agreement or the SLA shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

2.22.9 Compliance with Applicable Law

Each Party to this Agreement and the SLA accepts that its individual conduct shall (to the extent applicable to it) at all times comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken provided that changes in such laws, rules and regulations which result in a change to the Services shall be dealt with in accordance with the Change Control Schedule set out in Schedule I of this Agreement. For the avoidance of doubt the obligations of the Parties to this Agreement and the SLA are subject to their respective compliance with all local, state, national, supra-national, foreign and international laws and regulations.

2.22.10 Professional Fees

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

2.22.11 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 CLIENT or its nominated agencies in connection with this agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of CLIENT standard policies and may result in cancellation of this Agreement, or the SLA.

2.22.12 Entire Agreement

This Agreement and the SLA with all schedules & annexure appended thereto and the contents and specifications of the Volumes I and II of the RFP constitute the entire agreement between the Parties with respect to their subject matter, and as to all other

representations, understandings or agreements which are not fully expressed herein, provided that nothing in this Clause shall be interpreted so as to exclude any liability in respect of fraudulent misrepresentation.

2.22.13 Amendment

Any amendment to this Agreement shall be made in accordance with the Change Control Schedule set out in Schedule I of this Agreement by mutual written consent of all the Parties.

2.23 Dispute Resolution

- (a) Any dispute arising out of or in connection with this Agreement or the SLA shall in the first instance be dealt with in accordance with the escalation procedure as set out in the Governance Schedule set out as Schedule IV of this Agreement.
- (b) Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by Client only. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. The Arbitration proceedings will be held at Delhi, India. Any legal dispute will come under Delhi State jurisdiction, subject to the foregoing provision regarding arbitration.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO SET THEIR RESPECTIVE HANDS THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

WITNESSES:-

1. Signature _____

Signature _____

Name _____

Name _____

Designation _____

Designation _____

Date _____

Date _____

2. Signature _____

For and on behalf of Lt Governor of Delhi

Name _____

Designation _____

Date _____

WITNESSES:-

1. Signature _____

Signature _____

Name _____

Name _____

Designation _____

Designation _____

Date _____

Address _____

Date _____

2. Signature _____

For and on behalf of the

Name _____

System Integrator

Designation _____

Date _____

Schedules

3

3 Schedules

3.1 Schedule – I: Change Control Schedule

This Schedule describes the procedure to be followed in the event of any proposed change to the Master Service Agreement (“MSA”), Project Implementation Phase, SLA and Scope of Work and Functional Requirement Specifications. Such change shall include, but shall not be limited to, changes in the scope of services provided by the System Integrator and changes to the terms of payment as stated in the Terms of Payment Schedule.

The CLIENT and SI recognize that frequent change is an inevitable part of delivering services and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without a material effect on the cost. The SI will endeavor, wherever reasonably practicable, to effect change without an increase in the terms of payment as stated in the Terms of Payment Schedule and CLIENT or its nominated agencies will work with the System Integrator to ensure that all changes are discussed and managed in a constructive manner. This Change Control Schedule sets out the provisions which will apply to all the changes to this agreement and other documents except for the changes in SLAs for which a separate process has been laid out.

This Change Control Schedule sets out the provisions which will apply to changes to the MSA.

3.1.1 Change Management Process

(a) Change Control Note ("CCN")

- i. Change requests in respect of the MSA, the Project Implementation, the operation, the SLA or Scope of work and Functional Requirement specifications will emanate from the Parties' respective Project Manager who will be responsible for obtaining approval for the change and who will act as its sponsor throughout the Change Control Process and will complete Part A of the CCN attached as Annexure 4.1 hereto. CCNs will be presented to the other Party's Project Manager who will acknowledge receipt by signature of the CCN.
- ii. The SI and the CLIENT or its nominated agencies, during the Project Implementation Phase and the CLIENT or its nominated agencies during the Operations and Management Phase and while preparing the CCN, shall consider the change in the context of the following parameter, namely whether the change is beyond the scope of Services including ancillary and concomitant services required and as detailed in Volume I of the RFP and is suggested and applicable only after the testing, commissioning and certification of the Pilot Phase and the Project Implementation Phase as set out in this Agreement.
- iii. Any change of control suggested beyond 15 % of the value of this Project will be beyond the scope of the change control process and will be considered as the subject matter for a separate bid process and a separate contract. It is hereby clarified that the 15% of the value of the Project as stated in herein above is calculated on the basis of bid value submitted by the System Integrator and accepted by the CLIENT or its nominated agencies or as decided and approved by CLIENT or its Nominated Agencies. For arriving at the cost / rate for change up to 15% of the project value, the payment terms and relevant rates as specified in

Annexure 4.3 shall apply.

(b) Quotation

The SI shall assess the CCN and complete Part B of the CCN, in completing the Part B of the CCN the SI shall provide as a minimum:

1. A description of the change
2. A list of deliverables required for implementing the change;
3. A time table for implementation;
4. An estimate of any proposed change
5. Any relevant acceptance criteria
6. An assessment of the value of the proposed change;
7. Material evidence to prove that the proposed change is not already covered within the Agreement and the scope of work.
 - i. Prior to submission of the completed CCN to the CLIENT, or its nominated agencies, the Service Provider will undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the SI shall consider the materiality of the proposed change in the context of the MSA and the Project Implementation affected by the change and the total effect that may arise from implementation of the change.

(c) Costs

Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided the SI meets the obligations as set in the CCN. In the event the SI is unable to meet the obligations as defined in the CCN then the cost of getting it done from third party will be borne by the SI.

(d) Obligations

The SI shall be obliged to implement any proposed changes once approval in accordance with above provisions has been given, with effect from the date agreed for implementation and within an agreed timeframe.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO SET THEIR RESPECTIVE HANDS THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

WITNESSES:-

1. Signature _____

Signature _____

Name _____

Name _____

Designation _____

Designation _____

Date _____

Date _____

2. Signature _____

For and on behalf of Governor of Delhi

Name _____

Designation _____

Date _____

WITNESSES:-

1. Signature _____

Signature _____

Name _____

Name _____

Designation _____

Designation _____

Date _____

Address _____

Date _____

2. Signature _____

For and on behalf of the

Name _____

System Integrator

Designation _____

Date _____

3.2 Schedule – II: Exit Management Schedule

3.2.1 Purpose

- (a) This Schedule sets out the provisions, which will apply on expiry or termination of the MSA, the Project Implementation, Operation and Management SLA.
- (b) In the case of termination of the Project Implementation and/or Operation and Management, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- (c) The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

3.2.2 Cooperation and Provision of Information

During the exit management period:

- (a) The System Integrator will allow the CLIENT or its nominated agency access to

information reasonably required to define the then current mode of operation associated with the provision of the services to enable the CLIENT to assess the existing services being delivered;

- (b) Promptly on reasonable request by the CLIENT, the SI 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 sub contractors appointed by the System Integrator). The CLIENT 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 the CLIENT or its nominated agencies to have reasonable access to its employees and facilities as reasonably required to understand the methods of delivery of the services employed by the System Integrator and to assist appropriate knowledge transfer.

3.2.3 Confidential Information, Security and Data

- (a) The System Integrator will promptly on the commencement of the exit management period supply to the CLIENT 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 CLIENT or its nominated agencies transitioning the services to its Replacement System Integrator in a readily available format nominated by the CLIENT, or its nominated agency;
 - v. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable CLIENT or its nominated agencies, or its Replacement System Integrator to carry out due diligence in order to transition the provision of the Services to CLIENT or its nominated agencies, or its Replacement System Integrator (as the case may be).
- (b) Before the expiry of the exit management period, the System Integrator shall deliver to the CLIENT or its nominated agency all new or up-dated materials from the categories set out in Schedule above and shall not retain any copies thereof, except that the System Integrator shall be permitted to retain one copy of such materials for archival purposes only.
- (c) Before the expiry of the exit management period, unless otherwise provided under the MSA, the CLIENT or its nominated agency shall deliver to the System Integrator all forms of System Integrator confidential information, which is in the possession or control of Client or its nominated agency.

3.2.4 Employees

- (a) Promptly on reasonable request at any time during the exit management period,

the System Integrator shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the CLIENT 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.

- (b) Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the System Integrator to the CLIENT 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.
- (c) To the extent that any Transfer Regulation does not apply to any employee of the System Integrator, department, or its Replacement System Integrator may make an offer of employment or contract for services to such employee of the System Integrator and the System Integrator shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the SPMU or any Replacement System Integrator.

3.2.5 Transfer of Certain Agreements

On request by the CLIENT or its nominated agency the System Integrator shall effect such assignments, transfers, licenses and sub-licenses as the Director General of Police may require the same in the name of Director General of Police, Delhi or its Replacement System Integrator in relation to any equipment lease, maintenance or service provision agreement between System Integrator and third party licensor, vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by the CLIENT or its nominated agency or its Replacement System Integrator.

3.2.6 Rights of Access to Premises

- a) At any time during the exit management period, where Assets are located at the System Integrator's premises, the System Integrator 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) the CLIENT or its nominated agency and/or any Replacement System Integrator in order to make an inventory of the Assets.
- b) The System Integrator shall also give the CLIENT or its nominated agency or its nominated agencies, or any Replacement System Integrator right of reasonable access to the System Integrator's premises and shall procure the CLIENT 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 MSA as is reasonably necessary to migrate the services to the CLIENT or its nominated agency, or a Replacement System Integrator.

3.2.7 General Obligations of the System Integrator

- a) The System Integrator shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the CLIENT or its nominated agency or its Replacement System Integrator and which

the System Integrator has in its possession or control at any time during the exit management period.

- b) For the purposes of this Schedule, anything in the possession or control of any System Integrator, associated entity, or sub contractor is deemed to be in the possession or control of the System Integrator.
- c) The System Integrator shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

3.2.8 Exit Management Plan

- a) The System Integrator shall provide the CLIENT 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 MSA as a whole and in relation to the Project Implementation, and the Operation and Management SLA.
 - i. A detailed program of the transfer process that could be used in conjunction with a Replacement System Integrator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
 - 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 the CLIENT'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 CLIENT and identification of specific security tasks necessary at termination;
 - iv. Plans for provision of contingent support to CLIENT and Replacement System Integrator for a reasonable period after transfer.
- b) The System Integrator shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
- c) Each Exit Management Plan shall be presented by the System Integrator to and approved by the CLIENT or its nominated agencies.
- d) The terms of payment as stated in the Terms of Payment Schedule includes the costs of the System Integrator complying with its obligations under this Schedule.
- e) In the event of termination or expiry of MSA, and Project Implementation, each Party shall comply with the Exit Management Plan.
- f) During the exit management period, the System Integrator shall use its best efforts to deliver the services.
- g) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.
- h) This Exit Management plan shall be furnished in writing to the CLIENT or its nominated agencies within 90 days from the Effective Date of this Agreement.

i) IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO SET THEIR RESPECTIVE HANDS THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

WITNESSES:-

1. Signature _____

Signature _____

Name _____

Name _____

Designation _____

Designation _____

Date _____

Date _____

2. Signature _____

For and on behalf of Governor of Delhi

Name _____

Designation _____

Date _____

WITNESSES:-

1. Signature _____

Signature _____

Name _____

Name _____

Designation _____

Designation _____

Date _____

Address _____

Date _____

2. Signature _____

For and on behalf of the

Name _____

System Integrator

Designation _____

Date _____

3.3 Schedule – III: Audit, Access and Reporting

3.3.1 Purpose

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

3.3.2 Audit Notice and Timing

- 1) As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavors to agree to a timetable for routine audits during the Project Implementation Phase and the Operation and Management Phase. Such timetable during the Implementation Phase, the CLIENT or its nominated agency and thereafter during the operation Phase, the CLIENT or its nominated agency shall conduct routine audits in accordance with such agreed timetable and shall not be required to give the System Integrator any further notice of carrying out such audits.
- 2) The CLIENT or its nominated agency may conduct non-timetabled audits at his/ her own discretion if they 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.
- 3) The frequency of audits shall be half yearly, provided always that the CLIENT or its nominated agency shall endeavor to conduct such audits with the lowest levels of inconvenience and disturbance practicable being caused to the System Integrator.

3.3.3 Access

The System Integrator shall provide to the CLIENT or its nominated agency reasonable access to employees, subcontractors, suppliers, agents and third party facilities as detailed in Volume I & II of the RFP, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections. The SPMU/ Client or its nominated agency 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.

3.3.4 Audit Rights

- (a) The CLIENT or its nominated agency shall have the right to audit and inspect suppliers, agents and third party facilities (as detailed in Volume I of the RFP), data centers, 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 the Partner on behalf of CLIENT and documentation related thereto;
 - ii. That the actual level of performance of the services is the same as specified in the SLA;
 - iii. That the System Integrator has complied with the relevant technical standards, and has adequate internal controls in place; and
 - iv. The compliance of the System Integrator with any other obligation under the MSA and SLA.

- v. Security audit and implementation audit of the system shall be done once each year, the cost of which shall be borne by the System Integrator.
- 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 associated with any obligation under the MSA.

3.3.5 **Audit Rights of Sub-Contractors, Suppliers and Agents**

- (a) The System Integrator shall use reasonable endeavors to achieve the same audit and access provisions as defined in this Schedule with sub-contractors, suppliers and agents who supply labour, services, equipment or materials in respect of the services. The System Integrator shall inform the CLIENT 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.
- (b) **REPORTING:** The System Integrator will provide quarterly reports to the Client or its nominated agency regarding any specific aspects of the Project and in context of the audit and access information as required by the CLIENT or its nominated agency.

3.3.6 **Action and Review**

- (a) 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.
- (b) Any discrepancies identified by any audit pursuant to this Schedule shall be immediately notified to the CLIENT or its nominated agency and the System Integrator's Project Manager in consultation with Client, shall determine what action should be taken in respect of such discrepancies in accordance with the terms of the MSA.

3.3.7 **Terms of Payment**

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

3.3.8 **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 MSA.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO SET THEIR RESPECTIVE HANDS THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

WITNESSES:-

1. Signature _____

Signature _____

Name _____

Name _____

Designation _____

Designation _____

Date _____

Date _____

2. Signature _____

For and on behalf of Governor of Delhi

Name _____

Designation _____

Date _____

WITNESSES:-

1. Signature _____

Signature _____

Name _____

Name _____

Designation _____

Designation _____

Date _____

Address _____

Date _____

2. Signature _____

For and on behalf of the

Name _____

System Integrator

Designation _____

Date _____

3.4 Schedule – IV: Governance Schedule

3.4.1 Purpose

The purpose of this Schedule is to:

- (i) Establish and maintain the formal and informal processes for managing the relationship between the CLIENT 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.

3.4.2 Governance Structure

- (a) 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.
- (b) Project Implementation Unit (PIU): In addition the Governance Structure defined in the RFP Volume I, Within 7 days following the Effective Date, CLIENT or its nominated agencies and the System Integrator shall form a joint Project Implementation Unit comprising of members from each party, and each party shall 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 7 days of the substitution.
- (c) The Project Managers shall have responsibility for maintaining the interface and communication between the Parties.
- (d) 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 Change Control Schedule; (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 MSA and the Schedules; (v) any matter brought before the PIU by the System Integrator under this Article; and (vi) any other issue which either Party wishes to add to the agenda.
- (e) 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 any Service Level Agreements or Statement of Works including any variation to the terms of payment as stated in the Terms of Payment Schedule. Any variation so agreed shall be implemented through the change control procedure as set out in the Change Control Schedule.

3.4.3 Governance Procedures

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

- (c) 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.
- (d) 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.
- (e) In order formally to submit a Disputed Matter to the aforesaid for a, one Party ("Claimant") shall give a written notice ("Dispute Notice") to the other Party. The Dispute Notice shall be accompanied by (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.
- (f) The other Party ("Respondent") shall have the right to respond to the Dispute Notice within 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 7 days, it shall refer the Disputed Matter to next level of the dispute resolution for action as per the process mentioned in article 9.1
- (g) All negotiations, statements and / or documentation pursuant to these Articles shall be without prejudice and confidential (unless mutually agreed otherwise).
- (h) 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 endeavors to reduce the elapsed time in reaching a resolution of the Disputed Matter.

3.4.4 The payment under the various cost heads is given as under:

- (a) For the payment purposes the pro rata reduction has been done on the cost items and sub items. The financial implications for both the states have been mentioned separately. Breakup of the overall project cost for all the phases of the project have been given in the Schedule below.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO SET THEIR RESPECTIVE HANDS THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

WITNESSES:-

1. Signature _____	Signature _____
Name _____	Name _____
Designation _____	Designation _____
Date _____	Date _____

2. Signature _____

For and on behalf of Governor of Delhi

Name _____

Designation _____

Date _____

WITNESSES:-

1. Signature _____

Signature _____

Name _____

Name _____

Designation _____

Designation _____

Date _____

Address _____

Date _____

2. Signature _____

For and on behalf of the

Name _____

System Integrator

Designation _____

Date _____

3.5 Schedule – V: Payment schedule

The successful bidder will sign a Service Level Agreement (SLA) with Delhi Police covering all the required services.

The payment schedule and milestones are divided into two phases:

- A) Implementation Phase
- B) Operations and Maintenance Phase

3.5.1 Milestones and Payment Schedules for Implementation Phase

S. No.	Payment Milestones for the Implementation phase	% Payment of Contract	Time Schedule (All time in Weeks)
1.	M1: Advance against submission of Bank Guarantee	10%	T (T= Time of Signing the contract)
2.	M2: Pre – Go Live Readiness in the Phase I Locations	20%	T+30
3.	M3: Go-Live in the Phase I Locations	15%	T+50
4.	M4: Pre – Go Live Readiness in the Phase II Locations	10%	T+62
5.	M5: Go-Live in the Phase II Locations	10%	T+86
6.	M6: Pre – CAS integration readiness	10%	T+104
7.	M7: Completion of CAS integration	15%	T+136

Note: All payments to the Implementation Vendor shall be made upon submission of invoices along with relevant sign-offs from Delhi Police. Escalation procedure is defined in Annexure 6 Section 4 point 3 to this RFP.

1. Pre – Go Live Readiness of Locations under this Phase requires Completion and Acceptance by Delhi Police / SPMU of the following activities of the Police Stations / Higher Offices in each of the Location targeted under the Phase

- SRS, design documents, test cases and test plan
- Data Migration / Digitization
- Capacity Building Program covering the targeted personnel
- Change Management Initiatives covering the targeted personnel
- Site Preparation
- IT Infrastructure setup (Hardware and Software)
- Delivery and Commissioning of Client Side Infrastructure

2. Go-Live in the Phase requires Completion and Acceptance of the following activities of the Police Stations / Higher Offices in each of the Locations targeted under the Phase

- Commissioning and installation of the Configured, Customized, and Extended CAS (State)
- The PS / HO have completely migrated to the new application and the police station and the higher offices' personnel are successfully conducting the intended functions through the application
- Handholding for CAS applications

The above payments are subject to meeting of SLA's failing which the appropriate deductions as mentioned in the SLA document (Annexure 6) of this RFP. Further details of the payment terms & conditions are outlined in Vol 2 of the RFP document.

3.5.2 Milestones and Payment Schedules for Operations and Maintenance Phase

The Operations and maintenance phase will start as soon as Go-Live for a particular phase occurs. The SI is suppose to adhere to the SLA and provide post implementations support of warranty and AMC for a period of 3 years after commissioning of the hardware for each Phase. Hence if Phase 1 Go live is scheduled at a time M, then the warranty and maintenance of Phase 1 hardware is valid till M+156 weeks, and likewise for each of the other phases. Payment for the O&M phase will be made available in 2 payment milestones which are described below

S. No.	Payment Milestones for the Implementation phase	% of Payment of Contract	Time Schedule (All time in Weeks)
1.	M8: Completion of warranty and AMC for phase I locations	5%	T+201 (T= Time of Signing the contract)
2.	M9: Completion of warranty and AMC for phase II locations	5%	T+242

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO SET THEIR RESPECTIVE HANDS THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

WITNESSES:-

1. Signature _____

Signature _____

Name _____

Name _____

Designation _____

Designation _____

Date _____

Date _____

2. Signature _____

For and on behalf of Governor of Delhi

Name _____

Designation _____

Date _____

WITNESSES:-

1. Signature _____

Signature _____

Name _____

Name _____

Designation _____

Designation _____

Date _____

Address _____

Date _____

2. Signature _____

For and on behalf of the

Name _____

System Integrator

Designation _____

Date _____

3.6 Schedule – VI: Service Level Agreement

The service levels to be established for the Services offered by the SI to the State will be governed as per the Service levels outlined in the Annexure 6 of this RFP, titled "Annexure_6_SLA_CCTNS_Delhi_RFP"

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO SET THEIR RESPECTIVE HANDS THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

WITNESSES:-

1. Signature _____
Name _____
Designation _____
Date _____

Signature _____
Name _____
Designation _____
Date _____

2. Signature _____
Name _____
Designation _____
Date _____

For and on behalf of Governor of Delhi

WITNESSES:-

1. Signature _____
Name _____
Designation _____
Date _____

Signature _____
Name _____
Designation _____
Address _____
Date _____

2. Signature _____
Name _____
Designation _____
Date _____

For and on behalf of the
System Integrator

Annexure

4

4 Annexure

4.1 Format for Change Control Notice

Change Control Note		CCN Number:
Part A: Initiation		
Title:		
Originator:		
Sponsor:		
Date of Initiation:		
Details of Proposed Change		
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)		
Authorized by Delhi Police	Date:	
Name:		
Signature:	Date:	
Received by the SI		
Name:		
Signature:		

Change Control Note		CCN Number:
Part B : Evaluation		
(Identify any attachments as B1, B2, and B3 etc.)		
Changes to Services, charging structure, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.		
Brief Description of Solution:		
Impact:		
Deliverables:		

Timetable:	
Charges for Implementation: (including a schedule of payments)	
Other Relevant Information: (including value-added and acceptance criteria)	
Authorized by the System Integrator	Date:
Name:	
Signature:	

Change Control Note	CCN Number :
Part C : Authority to Proceed	
Implementation of this CCN as submitted in Part A, in accordance with Part B is: (tick as appropriate)	
Approved	
Rejected - Requires Further Information (as follows, or as Attachment 1 etc.)	
For Delhi Police and its nominated agencies	For the Implementation Partner
Signature	Signature
Name	Name
Title	Title
Date	Date

4.2 List of Services to be provided by the SI

The SI's scope of work shall include but will not be limited to the following broad areas.

1. Business Blueprinting : The SI shall study the existing business process functionalities, MIS reporting requirements, problem areas and expectations of Delhi Police. The SI shall identify the customizations/ workaround that need to be made to the CAS product & submit a document on the Gap analysis/ customization requirements. This shall consist of
 - i. Business Process Study
 - ii. System Study (As Is Study)

2. CAS Implementation, Customization and Integration with Legacy Systems & Maintenance. This shall consist of
 - i. Assessment of existing IT systems/ applications etc.
 - ii. Preparation of Business solution Blueprint, Solution Architecture, Gap Analysis
 - iii. Customization of CAS Sate as per the specific requirements of Delhi Police
 - iv. Supply, Procurement of requisite licenses(COTS), Installation, and implementation (including configuration/ customization and Testing) of proposed CAS system
 - v. Integration with existing legacy applications (Annexure 4.)
 - vi. Data digitization & legacy data capture, Data Migration
 - vii. Change Management, training and handholding for the users of the CAS system
 - viii. Third Party Audit of the CAS implementation and its performance by an independent Auditor
 - ix. Operations & Maintenance of CAS solution for a period of 3 years.

3. Design, Supply, Installation, Commissioning, Operations & Maintenance of IT Infrastructure, DC/ DR set up, Network connectivity (LAN Setup at Client Site). This shall consist of
 - i. Basic Infrastructure Services
 - ii. Supply, Installation and Commissioning of IT Infrastructure for client side including site preparation, DC and DR
 - iii. Establishment of LAN connectivity at client Site
 - iv. Application Integration Services
 - v. Operation & Maintenance for IT Infrastructure (procured as a part of this project, for a period of three years).

4. Setting up Helpdesk Services and provide support to users at Delhi Police locations in compliance to the defined SLAs and providing support to all users at specified locations.

5. The System Integrator at the state level shall register as a Service Provider with the NSDG or SSDGs (National Service Delivery Gateway (NSDG)/ State Service Delivery Gateway (SSDG)) on behalf of the Delhi State Government and provide CCTNS based services. Initially if NSDG/SSDG services are not available the CCTNS application shall access services through the existing broadband networks and SDA shall develop APIs for the required departments during CAS development to enable interoperability and interconnectivity for its eventual integration with NSDG/SSDG. C-DAC as Gateway Service Provider of NSDG/SSDG shall provide

connectors/adapters and guidelines for hosting services through NSDG/SSDG after the SI register as a Service Provider on behalf of Delhi Government.

Details of each of these broad areas of activity have also been outlined in section 5 of the RFP Vol 1.

4.3 Minimum Required Deliverables and Associated Timelines

Details of minimum required deliverables and their associated have been outlined in section 6.2 of the RFP Vol 1.

4.4 Bill of Materials

Details of the indicative bill of materials for the SI have been clearly outlined in section 5.2.20, 5.2.21 and section 5.2.22 of the RFP Vol 2

4.5 Roles & Responsibilities of the Parties

4.5.1 Roles and Responsibilities of System Integrator

1. Preparation of Detailed Project Plan in line with the overall plan provided in the RFP. The same should be prepared in consultation with Delhi Police or its nominated agency
2. Procure, install, commission, operate and maintain:
 - a. Requisite hardware & system software at Police Units, Data Center and other locations as per the requirements mentioned in this RFP
 - b. Networking equipments, connectivity and LAN as per the requirements mentioned in this RFP,
 - c. Meet the defined SLAs for the performance of the system.
3. Addressing technology obsolescence by appropriate upgradation, replacement and / or replenishment of systems deployed at various locations (data center, HQ and other locations).
4. Insure the entire hardware against the infrastructure deployed at various locations for the entire duration of the contract against vandalism, theft, fire and lightening.
5. 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.
6. Rectification of system software problems due to crashing or malfunctioning of the OS, RDBMS or front end within the time limits to meet the SLAs as defined in RFP Volume 1.
7. Develop / customize, deploy and maintain the requisite Software Solution as per the requirements of the Department at concerned locations.
8. Provide necessary support for the resolution of bugs, patches & upgrades of the software solution.
9. Provide necessary manpower for managing the Change Requests.
10. Design various manuals like User manual, Trouble Shooting manual etc. for the system.
11. Provide training on application modules to the staff members and stakeholders of the Department
12. Maintain the business continuity.
13. Deploy requisite manpower and infrastructure for the digitization of the existing data.
14. Deploy the required manpower to manage the operations.

15. Ensuring the SLAs for downtime of system, software development / customization, procurement and delivery of hardware & networking equipments, errors in data entry, etc. as defined in RFP Volume 1 are met.
16. Management and quality control of all services and infrastructure.
17. Any other services which is required for the successful execution of the project.
18. Regular Backup as per the schedule and Disaster Recovery.
19. Generation of MIS reports as per the requirements of Delhi Police
20. Generation of the report for the monitoring of SLAs.
21. Meet the minimum defined Technical Specifications for the IT Infrastructure including Hardware and networking equipments keeping in mind the application and future requirements of the Client

4.5.2 Roles and Responsibilities of Client i.e. Delhi Police or its nominated agency

1. Provide adequate space for setting up of infrastructure, software development and other activities to be carried out by the Bidder.
2. Coordination between all the Police Units for providing necessary information for the study and development / customization of the necessary solution.
3. Co-ordination with Delhi SWAN operators and other state agencies to assist the selected bidder in execution of the project.
4. Coordinate with Bidder for conducting workshops for the Stakeholder departments.
5. Provide the data available in the form of physical files or existing databases to the selected bidder for digitization purposes.
6. Deployment of staff members of the Department for verification of the digitized data within the defined timelines.
7. Ensure that Data Backups are being taken regularly by bidder as per the schedule agreed upon.
8. Ensure that the hardware and other infrastructure deployed by the bidder at HQ, DC etc. meets the minimum specifications as mentioned in RFP and is maintained properly to meet the SLAs as defined in RFP.
9. Monitoring of overall timelines, SLAs and calculation of penalties accordingly.
10. Conducting UAT for the application solution deployed.
11. 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).
12. Any other requirements that could arise during operations for effective governance and to meet any administrative requirement.
13. To create internal capacity now for execution of the project after takeover from the bidder.
14. Ensuring the staff members and other stakeholders attend the training programs as per the schedule defined by the bidder and agreed upon by Client or its nominated agency
15. Provide sign off on the deliverables of the project including SRS, design documents etc. as defined in the RFP document