

**E-GOVERNANCE MISSION MODE PROJECT (MMP)  
CRIME & CRIMINAL TRACKING NETWORK AND SYSTEMS  
(CCTNS)**

**REQUEST FOR PROPOSAL  
FOR  
SELECTION OF SYSTEM INTEGRATOR  
FOR  
IMPLEMENTATION OF CCTNS  
IN  
TAMIL NADU**

**VOLUME – III: Draft Master Service Agreement**



**RELEASED BY  
TAMIL NADU POLICE**

**GOVERNMENT OF TAMIL NADU**

This CONTRACT is made and entered into on this ..... day of ..... by and between **State Crime Record Bureau, Tamil Nadu Police, Government of Tamil Nadu**, (hereinafter referred to as “**TN Police**” or the tendering authority which expression shall include its successors, administrators, executors and assignees) on the one part and M/s ..... a company registered under the companies Act 1956 and amendments thereafter with its Registered office at ..... referred to as the “**SYSTEM INTEGRATOR**” (hereinafter referred to as **System Integrator** which expression shall include its successors, administrators, executors and permitted assignees) on the other part.

Whereas **TN Police** is desirous for Implementation of CCTNS and has identified ..... as being capable of providing the same to the **TN Police**;

And whereas the **System Integrator** represents that it has the necessary experience and qualifications for carrying out **TN Police CCTNS** operations as referred to herein and has submitted a bid for providing the required services against **TN Police** Tender No..... published on.....all in accordance with the terms and conditions set forth herein.

And Whereas **TN Police** has accepted the bid of the **System Integrator** ..... and has placed **Letter of Intent /Notification of Award** vide its letter ..... dated..... favouring the **System Integrator**.

Now it is hereby agreed to by and between the parties as under:

**1 Definitions:**

In this Contract, the following terms shall be interpreted as indicated:

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- a) **“Advance Bank Guarantee”** means the irrevocable and unconditional Bank Guarantee provided by the System Integrator from a Scheduled Commercial Bank in favour of the TN Police for an amount equivalent to the mobilization advance given to System Integrator as specified in the Clause 4.1 of Vol. 2 of the RFP
- b) **“Assets”** means all Assets used in providing services in accordance with this Agreement and shall include:
- a. Government Assets;
  - b. All upgradation/ enhancements and improvements to the above assets;
- c) **“Bid”** means the documents in their entirety comprising of the technical and commercial bid submitted by the successful bidder, the System Integrator herein, in response to the RFP, and accepted by the TN Police, signed for verification by the authorized representatives of the Parties, vide letter no. \_\_\_\_\_dated\_\_\_\_\_;(Letter to be Annexed)
- d) **“Business Day”** means any day that is not a Sunday or a public holiday (as per the official holidays observed by TN Police, Tamil Nadu or the tendering authority. In case of FMS/ O&M all days will be consider as business days;
- e) **“CCTNS Project”** means Crime and Criminal Tracking Network and System Project being implemented in TN Police;
- f) **“Common Integrated Police Record Update System -CIPRUS”** means Software being developed by NIC for implementation in TN Police
- g) **“Confidential Information”** means all information including TN Police Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, customers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this MSA (including without limitation such information received during negotiations, location visits and meetings in connection with this MSA);
- h) **“Contract”** means the Agreement entered into between the TN Police or the Tendering authority and the “System Integrator” as recorded in the Contract form signed by the TN Police and the “System Integrator” including all attachments and Annexes thereto;
- i) **“Contract/ Project Period”** - The Contract/ Project Period shall commence from the date of issue of work order and will be valid for Three Years of Rollout and Five Years of Operation & Maintenance;
- j) **“Deliverables”** means all the activities related to the setting up and operations of CCTNS Project in Tamil Nadu Police, as defined in Volume 1 of the RFP, and as required as per this MSA;

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- k) **“Document”** means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or and databases or microfilm or computer generated micro fiche;
- l) **“Effective Date”** means the date on which this MSA is executed;
- m) **“Force Majeure”** means the clauses that excuse a party from liability if some unforeseen event beyond the control of that party prevents it from performing its obligations under the contract. Typically, *force majeure* clauses cover natural disasters or other "Acts of God", war, or the failure of third parties--such as suppliers and subcontractors--to perform their obligations to the contracting party;
- n) **“Government Assets”** means all assets made available to the System Integrator by TN Police or any person designated by TN Police;
- o) **“Government Services or G2C services”** means services that are offered by TN Police or any of their departments and agencies/ undertakings, through the TN Police web portal, as outlined in the Service Level Agreement(s) between the TN Police and System Integrator, vide Schedule 3 of this MSA;
- p) **“Intellectual Property Rights”** means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- q) **“Kick Off Meeting”** means a meeting convened by TN Police to discuss and finalize the work execution plan and procedures with the System Integrator.
- r) **“Master Service Agreement”** means this Master Service Agreement (MSA), together with the recitals and all schedules and the contents, requirements, specifications and standards of the Volume I of the RFP (as may be amended, supplemented or modified in accordance with the provisions hereof) and the Bid. In the event of a conflict between this MSA and the Schedules, the terms of the MSA shall prevail; with overriding effect;
- s) **“NCRB”** means National Crime Record Bureau under Ministry of Home Affairs which is the central nodal agency for development of Common Application Software – CAS;
- t) **“NIC”** means National Informatics Centre which is the state selected nodal agency responsible for development of Common Integrated Police Record Update System (CIPRUS) which would be deployed in Tamil Nadu Police Department instead of Centre provided CAS (State) suite.
- u) **“Operations or Operations and Management”** means the operation, maintenance and handholding of the CCTNS Project by the System Integrator;

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- v) **“Parties”** means the TN Police and the System Integrator and “Party” means either of the Parties.
  - w) **“Performance Bank Guarantee”** means the irrevocable and unconditional Bank Guarantee provided by the System Integrator from a Scheduled Commercial Bank in favour of the TN Police for an amount specified in the Clause 4.2 of Vol. 2 of the RFP;
  - x) **“Prime Bidder”** means the Lead Bidder in accordance with the Clause 2.2 of Volume 2 of the RFP;
  - y) **“Proprietary Information”** means processes, methodologies and technical and business information, including drawings, designs, formulae, flow charts, data and computer programs already owned/licensed by either Party or granted by third parties to a Party hereto prior/ subsequent to the execution of this MSA;
  - z) **“Required Consent”** means the written consents, clearances and licenses, rights and other authorizations as may be required to be obtained by the System Integrator, for all tasks/activities/software/hardware and communication technology under the CCTNS TN Project; from all the concerned departments/agencies, etc. as the case may be;
  - aa) **“RFP”** means the Request For Proposal released vide Bid Document no. \_\_\_\_\_ dated ... April 2011, and include all clarifications/addendums, explanations and amendments issued by the TN POLICE in respect thereof;
  - bb) **“Service”** means facilities/services to be provided as per the requirements specified in this Master Service Agreement and any other incidental services, such as application development, installation, implementation, training, maintenance, provision of technical assistance and other such obligations of the System Integrator covered under the Contract;
  - cc) **“Service Level Agreement”** means agreement(s) executed by and between TN Police and the System Integrator for delivering various services, pursuant to the Schedule 3 of this MSA;
  - dd) **“Service Specification”** means and include detailed description, statements to technical data, performance characteristics, and standards as applicable and as specified in the Master Service Agreement as well as those specifications relating to Industry standards and codes applicable to the performance of the work, work performance quality and the specifications affecting the works or any additional specification required to be produced by the System Integrator.
  - ee) **“System Integrator’s Representative”** means the person or the persons appointed by the System Integrator from time to time to act on its behalf for overall co-ordination, supervision and project management.
  - ff) **“System Integrator”** means the company with whom the order has been placed for providing Services as specified in this Master Service Agreement and shall be deemed to

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include the System Integrator's successors, representatives (approved by the TN Police), their, executors, and administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.

- gg) **“Sub-Implementation Agency”** means any person or persons or firm/company or their legal representatives, successors, assignees to which part of the contract has been outsourced by the System Integrator after necessary consent of TN Police
- hh) **“State Govt.”** shall mean Government of Tamil Nadu, India and shall include its legal representatives, successors and permitted assignees.
- ii) **“State Govt.’s Representative”** shall mean the person appointed by the TN Police, Tamil Nadu from time to time to act on its behalf at the site for overall coordination, supervision and project management at site.
- jj) **“Term”** means the duration of this MSA;
- kk) **“The Contract Price/ Value”** means the price payable to the System Integrator under the Contract for the full and proper performance of its contractual obligations;
- ll) **“Third Party Systems”** means systems (or any part thereof) in which the Intellectual Property Rights are owned by a third party and to which the System Integrator has been granted a license to use and which are used in the provision of Services;
- mm) **“Utility Service Provider”** means the provider of a Utility Service designated by the TN Police;
- nn) **“Users”** means the citizens, businesses, TN Police including its departments, service providers, technology vendors, corporations and agencies and their employees, as the context admits or requires;

## 2 Interpretation

In this Contract unless a contrary intention is evident:

- a) The headings and use of bold type in this MSA are for convenience only and shall not affect the interpretation of any provision of this MSA;
- b) Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- c) Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
- d) Words denoting the singular shall include the plural and vice-versa and words denoting persons shall include firms and corporations and vice versa;
- e) A word importing a gender includes any other gender;

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- f) A reference to legislation includes legislation repealing, replacing or amending that Legislation;
  - g) Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and similar words refer to this MSA as a whole and not to any particular Clause, Schedule. The term Clause, refers to Clause of this MSA. The words "include" and "including" shall not be construed as terms of limitation. The words "day" and "month" mean "calendar day" and "calendar month" unless otherwise stated. The words "writing" and "written" mean "in documented form", whether electronic or hard copy, unless otherwise stated;
  - h) The Schedules to this MSA form an integral part of this MSA and will be in full force and effect as though they were expressly set out in the body of this MSA;
  - i) Reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to such agreement, deed, instrument, license or other document, as the same may be amended, varied, supplemented, modified, novated or suspended at the time of such reference;
  - j) References to "construction" or "roll out" includes, unless the context otherwise requires, design, development, implementation, engineering, procurement, delivery, transportation, installation, processing, fabrication, acceptance testing, certification, commissioning and other activities incidental to the construction or roll out, and "construct" or "roll out" shall be construed accordingly;
  - k) Any word or expression used in this MSA shall, unless defined or construed in this MSA, bear its ordinary English language meaning;
  - l) In the event of an inconsistency between the terms of this Contract and the Tender and the Bid, the terms hereof shall prevail;
  - m) The damages payable by a Party to the other Party as set forth in this MSA, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and liquidated damages likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalties;
  - n) This MSA shall operate as a legally binding agreement specifying the master terms, which apply to the Parties under this agreement and to the provision of the services by the System Integrator;
  - o) TN Police may nominate a technically competent agency/individual(s) for conducting acceptance testing and certification of the various requisite infrastructure to ensure a smooth, trouble free and efficient functioning of the CCTNS Project or carry out these tasks itself;
  - p) The agency/individual nominated by TN Police can engage professional organizations for conducting specific tests on the software, hardware, networking, security and all other aspects;

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- q) The agency/individual 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;
  - r) Such an involvement of and guidance by the agency/person will not, however, absolve the System Integrator of the fundamental responsibility of designing, developing, installing, testing and commissioning the hardware, networking and enhancements/modification to the Common Integrated Police Record Update System - CIPRUS for efficient and effective delivery of services as contemplated under the CCTNS Project

### **3 Condition Precedent**

The System Integrator will provide the Performance Bank Guarantee to TN Police before executing this MSA.

### **4 Scope of work**

- a) Subject to the terms and conditions of this Agreement and the TN Police performing all its obligations to be performed hereunder, System Integrator shall provide the Client the services and products defined and described in Annexure A (hereinafter referred to as "Services")
- b) If any services, functions or responsibilities not specifically described in this Contract are an inherent, necessary or customary part of the Services or are required for proper performance or provision of the Services in accordance with this Contract, they shall be deemed to be included with mutual agreement within the scope of the work to be delivered for the Charges, as if such services, functions or responsibilities were specifically described in this Contract.
- c) TN Police reserves the right to amend/delete/add any of the terms and conditions in relation to the Scope of Work and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfillment of the Scope of Work.
- d) TN Police reserves the right to delete from / add to the Scope of Work as provided in the Vol 1 of the RFP and Annexure 1 of this MSA.

### **5 Duration of the contract**

This MSA shall come into effect on the Effective Date and shall continue, unless terminated earlier in accordance with the provisions hereof, for a period of Three Years of Rollout and Five Years of Operation & Maintenance. The Parties may continue to implement the CCTNS



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Project after expiry of the MSA on mutually agreed terms and conditions by executing a fresh MSA.

## **6 Statutory Requirements**

- a) During the tenure of this Contract the System Integrator shall refrain from indulging in activities which are in contravention of any law, act and/ or rules/ regulations, there under or any amendment thereof governing inter-alia customs, excise, taxes and levies, stowaways, foreign exchange etc. and shall keep TN Police indemnified in this regard.
- b) The System Integrator and their personnel/ representative shall not alter / change / replace any hardware component proprietary to the TN Police and/ or under warranty or AMC of third party without prior consent of the TN Police.
- c) The System Integrator and their personnel/ representative shall not without consent of the TN Police install any hardware or software not purchased / owned by the TN Police.
- d) No Party to this MSA shall at any time perform, or omit to perform, any act which it is aware, at the time of performance, shall place the other Party in default under any insurance policy, mortgage or lease governing activities at any location provided by the TN Police.

## **7 System Integrator's Obligations**

- a) The System Integrator would be required to perform the Services as specified in Section 3, Scope of Work of this contract
- b) The System Integrator shall ensure that the System Integrator's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. The System Integrator shall ensure that the Services are performed in accordance with the terms hereof and to the satisfaction of the TN Police.
- c) Except as otherwise provided for herein or with the prior written approval of TN Police, the System Integrator and/or System Integrator's Team shall not:-
  - i. Systematically collect and use any TN Police Data, Deliverable, Assets or TN Police contents/contents of services and information, including the use of any data mining, or similar data gathering and extraction methods;
  - ii. Market, sell, or make commercial or derivative use of the TN Police Data, Deliverable or Assets, TN Police contents/contents of services and information;
  - iii. Publish, publicly perform or display, or distribute to any third party any TN Police Data, Deliverables or TN Police contents/contents of Government

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services and information, including reproduction on any computer network or broadcast or publications media; or

- iv. Use, frame, or utilize framing techniques to enclose any portion of the TN Police Data, Deliverables or TN Police contents/contents of services and information (including images, any text or the layout/design, form or content of any page or otherwise).

## **8 Tendering authority Obligations**

- a) TN Police Representative shall interface with the System Integrator, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. TN Police shall provide adequate cooperation in providing details, assisting with coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the TN Police is proper and necessary.
- b) TN Police shall ensure that timely approval is provided to the System Integrator, where deemed necessary.

## **9 System Integrator's Team**

- a) The System Integrator shall supply to the TN Police, 15 (Fifteen) days prior to the effective date of commencement of works/ services or kick-off meeting whichever is earlier, an organization chart showing the proposed organization/ manpower to be established by the implementation for execution of the work/ facilities including the identities and Curriculum-Vitae of the key personnel to be deployed. The System Integrator shall inform the TN Police in writing within 7 (Seven) business days, of any revision or alteration of such organization charts.
- b) The System Integrator shall provide and deploy, on the Site for carrying out the work, only those manpower resources who are skilled and experienced in their respective trades and who are competent to execute or manage/ supervise the work in a proper and timely manner.
- c) TN Police representative may at any time request the System Integrator to remove from the work / Site the System Integrator's representative or any person(s) deployed by the System Integrator for professional incompetence or negligence or for being deployed for work for which he/she is not suited. The System Integrator shall consider the TN Police representative request and may accede to or disregard it. TN Police, , having made a request, as aforesaid in the case of any person, which the System Integrator has disregarded, may in the case of the same person at any time but on a different occasion, and for a different instance of one of the reasons referred to above

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in this Clause object to and require the System Integrator to remove that person from deployment on the work, which the System Integrator shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of the TN Police representative.

- d) The TN Police representative shall state to the System Integrator in writing his/her reasons for any Request or requirement pursuant to the above sub clause.
- e) The System Integrator shall maintain backup personnel and shall promptly provide replacement of every person removed, pursuant to this section, with an equally competent substitute from the pool of backup personnel.
- f) In case of change in its team composition owing to attrition, the System Integrator shall ensure a reasonable amount of time-overlap in activities to ensure proper knowledge transfer and handover/ takeover of documents and other relevant materials between the outgoing and the new member. The exiting team member should be replaced with an equally competent substitute from the pool of backup personnel.

## **10 Reporting Progress**

- a) System Integrator and TN Police shall each allocate a full time Project Coordinator who will interact with each other in the implementation of the project and all other related matters. The implementation project Coordinator shall be available to the TN Police at all reasonable times in matters connected to the assignment and vice-versa. TN Police project Coordinators shall be the single point contact in the matters related to the assignment. Both the parties agree not to change their respective Project Coordinator without consultation with each other.
- b) System Integrator shall monitor progress of all the activities specified in the contract and submit free of cost hard & soft copies of monthly progress report about various aspect of the work to the Project Coordinator, TN Police. The TN Police representative, on mutual agreement between both parties may change the periodicity of such reports. Formats for such reporting shall be discussed at the Kick-Off meeting or later as decided.
- c) In case the progress of project falls behind schedule or does not meet the desired requirements for reasons solely and entirely attributable to the System Integrator, shall deploy extra manpower, resources, infrastructure to make up the progress or to meet the requirements.

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- d) A Committee comprising of representatives from the TN Police and the System Integrator shall meet on a monthly basis to discuss any issues / bottlenecks being encountered. The System Integrator shall draw the minutes of these meetings and circulate to the TN Police.

## **11 Service Level Agreements**

Separate Agreements shall govern service levels for the IT Hardware, Networking, Handholding, Data Centre Hardware and Government service delivered through the TN Police web portal, in pursuance of this MSA. The Service Level Agreements shall be executed along/separately with the MSA and commence from the Effective Date of the MSA or the Agreements and shall, unless terminated earlier in accordance with the terms hereof or thereof or unless otherwise agreed by the Parties, expire on the date on which this MSA expires. A model Service Level Agreement (SLA) is included herein as Annexure-2 as a part of this MSA

## **12 Approvals and Required Consents**

- a) The Parties shall co-operate to procure, maintain and observe all relevant and customary regulatory and Governmental licenses, clearances and applicable approvals (hereinafter the "Approval") necessary for the System Integrator to provide the Services. The costs of such Approvals shall be borne by the Party responsible for such costs according to local custom and practice in the locations where the Services are to be provided
- b) TN Police shall endeavor to assist the System Integrator in obtaining the Required Consents. In the event that any Required Consent / approval is not obtained, the System Integrator and TN Police will co-operate with each other in achieving a reasonable alternative arrangement as far as practicable for the TN Police to continue to process its work with as minimal interruption to its business operations as is commercially practicable. The System Integrator shall however, not be relieved of its obligations to provide the Services and to achieve the Service Levels even until the Required Consents/ Approvals are obtained if and to the extent that the System Integrator's obligations are dependent upon such Required Consents/ Approvals.
- c) TN Police shall ensure that the State Data Centre as necessary for the provision of the services by the System Integrator, is available throughout the Terms of Agreement and TN Police shall facilitate the integration thereof with the CCTNS Project.

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### **13 Use and Upkeep of Assets**

During the Term of this MSA the System Integrator shall:-

- a) take all reasonable and proper care of the Assets;
- b) provide permission to the TN Police and any persons duly authorized by it/them to enter any land or premises on which the Assets are for the time being located so as to inspect the same;
- c) agree that the grant of access to the System Integrator to the TN Police locations shall be in the nature of a bare license and shall not in any way confer or be deemed to have conferred on the System Integrator any right, title or interest whatsoever (whether in the nature of an easement or otherwise) in such locations, office equipment or support services or any part thereof and nothing in these presents contained shall be construed as a demise in law of such locations unto the System Integrator so as to give the System Integrator any legal interest therein. The System Integrator shall only have the right to enter upon such locations for the purpose of executing the CCTNS Project in accordance with the terms hereof.
- d) not part with or create any encumbrances whatsoever on the whole or any part of such locations, office equipment or support services made available by TN Police to the System Integrator.
- e) agree that the TN Police building locations, where available, from time to time, shall be made available to the System Integrator on an "as is, where is" basis by the TN Police. The System Integrator agrees to ensure that System Integrator's team members, do not use such locations, services and items made available by TN Police for
  - i. the transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or
  - ii. any act, which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or other intellectual property right, confidentiality or privacy).
- f) at all times, afford access to the System Integrator offices, systems, software, hardware, networks, sites, accounts, documents, records, contracts, materials, personnel, subcontractors, etc.) to TN Police, their authorized officers, representatives, advisors, experts, auditors and monitoring or certifying entities, the representatives of any competent Government authority having jurisdiction over the CCTNS Project to inspect the roll out and operation and to investigate any matter within their authority and the System Integrator shall provide to such persons reasonable assistance necessary to carry out their respective duties and functions.

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- g) Without prejudice to the provisions of Clause 24 of this Agreement, on expiry or sooner determination of this Agreement, the System Integrator shall remove all equipments and effects from the premises and make available the premises, to the TN Police or its designated agency, in the same condition in which they had been received

#### **14 Performance Bank Guarantee**

Performance Bank Guarantee is governed for supplies and services as follows:

- a) System Integrator shall carry out the services in conformity with generally accepted professional and technically accepted norms relevant to such assignments that are required for the CCTNS project and which are to the entire satisfaction of the TN Police.
- b) In the event of any deficiency in services, the System Integrator shall promptly take necessary action to resolve it, at no additional fees to the TN Police.
- c) The earnest money deposited at the time of tender may be adjusted towards performance security amount or alternatively the System Integrator, taking the EMD back, may deposit a fresh performance security. The Security amount will not be less than earnest money.

System Integrator shall deposit the performance security money as follows:

- a) 10 % of total order value for the entire project duration 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
- b) The Performance Bank Guarantee should be furnished before the signing of the contract and should be valid for entire term of the contract.
- c) No interest will be paid by the TN Police on the EMD & Performance Bank Guarantee.

#### **15 Advance Bank Guarantee**

An advance bank guarantee equaling to the sum of **Rs.... (advance payment to the bidder)** would be furnished by the System Integrator in the form of a Bank Guarantee as per the format provided in Volume II of 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. The Advance Bank Guarantee should be furnished at the time of signing of the contract and should be valid for entire term of the contract.

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**16 Release of Performance Bank Guarantee**

The performance bank guarantee, which was deposited, will be returned after expiry of Contract/ Project Period.

**17 Release of Advance Bank Guarantee**

The advance bank guarantee, which was deposited, will be returned after expiry of Contract/ Project Period.

**18 Requirements for the Prime Bidder**

Other than the Prime Bidder, other consortium members may be changed only after the pilot roll out of the CCTNS Project has been achieved and with the prior written approval of TN Police and/or its nominated agencies. Provided that in the event of any such approved change of consortium members, the entities (companies) replacing them shall have, to the reasonable satisfaction of TN Police, the same or higher financial, technical and legal qualifications as the outgoing entities. In the event TN Police does not grant approval for the change of the non-principal bidders or suitably qualified replacement entities (companies) are not available/ found, the exit of the non-principal bidders shall constitute a breach of this MSA

**19 Security and Safety**

- a) The System Integrator will comply with the directions issued from time to time by TN Police and the standards related to the security and safety, insofar as it applies to the provision of the Government services.
- b) Each Party to the MSA shall also comply with TN Police IT security and standards policies in force from time to time, which TN Police makes the SYSTEM INTEGRATOR aware in writing insofar as the same apply to the provision of the Government services.
- c) The Parties to the MSA shall ensure and make reasonable endeavors to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized persons either to gain access to or interfere with the TN Police data, facilities or Confidential Information.
- d) The Parties under the MSA shall promptly report in writing to each other any act or omission which they are aware that could have an adverse effect on the safety and information technology security of the CCTNS Project's facilities.

**20 Cooperation**

- a) Except as otherwise provided elsewhere in this MSA, each Party ("Providing Party") to this MSA, undertakes promptly to provide the other Party ("Receiving Party") with all such

information and co-operation which the receiving Party reasonably requests, provided that such information and co-operation:-

- i. does not require material expenditure by the Providing Party to provide; and
  - ii. is reasonably required by the Receiving Party in order to comply with its obligations under this MSA; and
  - iii. is not Confidential Information; and
  - iv. is capable of being provided by the Providing Party.
- b) Each Party agrees to co-operate with the contractors and sub-contractors of the other Party as reasonably requested in order to accomplish the purposes of this MSA.

## 21 Payment Schedule

The successful bidder will sign a Service Level Agreement (SLA) with TN Police covering all the required services. All invoices and bills will be raised by the System Integrator as per the Payment Terms and will become due for payment within 30 days of presentation. All payments are to be made by demand draft/cheque favoring

The payment schedule and milestones are divided into two phases:

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

### 21.1 Milestones and Payment Schedules for Implementation Phase

S. No.	Payment Milestones for the Implementation phase	% Payment
1.	Advance	10%
2.	Pre – Go Live Readiness <sup>1</sup> in the Phase I Districts	10%
3.	Go-Live <sup>2</sup> in the Phase I Districts	15%
4.	Pre – Go Live Readiness <sup>1</sup> in the Phase II Districts	10%
5.	Go-Live <sup>2</sup> in the Phase II Districts	15%
6.	Pre – Go Live Readiness <sup>1</sup> in the Phase III Districts	10%
7.	Go-Live <sup>2</sup> in the Phase III Districts	15%
8.	Go-Live <sup>2</sup> in all the remaining 10% of Police Stations / Higher Offices	5%
9.	Go-Live <sup>2</sup> in all the remaining Police Stations / Higher Offices	5%
10.	: Successful integration with State CAS and	5%



S. No.	Payment Milestones for the Implementation phase	% Payment
	successful transfer of the data for three months in succession	

**Note:**

1. Pre – Go Live Readiness of Districts under Phase requires Completion and Acceptance of the following activities in at least 50% of the Police Stations / Higher Offices in each of the Districts targeted under the Phase

- Data Migration / Digitization
- Capacity Building Program covering the targeted personnel
- Change Management Initiatives covering the targeted personnel
- Site Preparation
- Delivery and Commissioning of Client Side Infrastructure
- Networking
- Commission of the Configured CAS (State)
- Commission of Extended CAS (State) Modules

2. Go-Live in the Phase requires Completion and Acceptance of the following activities in at least 85% of the Police Stations / Higher Offices in each of the Districts targeted under the Phase

- Data Migration / Digitization
- Capacity Building Program covering the targeted personnel
- Change Management Initiatives covering the targeted personnel
- Site Preparation
- Delivery and Commissioning of Client Side Infrastructure
- Networking
- Commission of the Configured CAS (State)
- Commission of Extended CAS (State) Modules

- 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

**21.2 Milestones and payment Schedules for Operations and Maintenance Phase**

The operations and maintenance phase is for a period of Five years post Go-Live. The total cost quoted for the Operations and Maintenance Phase will be divided into 10 installments and made as 10 payments upon satisfactorily adhering to the SLAs. The payments during the Operations and Maintenance Phase will be made at the end of every six months after the delivery of the services upon satisfactorily adhering to the SLAs as defined in the annexure B.

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**22 Invoicing and Settlement**

- a) The System Integrator shall submit a certificate from TN Police or its designated agencies certifying that all the TN Police Locations in the relevant phase of the CCTNS Project have been rolled out and are operational to the satisfaction of TN Police or its designated agencies.
- b) Payment of the invoices shall be made by TN Police to the System Integrator within 30 business days of the receipt of invoice by TN Police subject to adjustments for liquidated damages and set off against any surplus payment(s) made, if any, during previous year(s).
- c) TN Police shall be entitled to delay or withhold payment of any invoice or part of it delivered by the System Integrator where TN Police disputes 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 amount shall be settled in accordance with the escalation procedure as set out in this MSA. Any exercise by TN Police under this article shall not entitle the System Integrator to delay or withhold provision or cause any other deficiency in the provision of Services.

**23 Events of Default by the System Integrator**

The failure on the part of the System Integrator to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the System Integrator. The events of default as mentioned above may include inter - alias the following

- a) The System Integrator has failed to adhere to any of the key performance indicators as laid down in the Key Performance Measures/ Contract, or if the System Integrator has fallen short of matching such standards/ targets as the TN Police may have designated with respect to any task necessary for the execution of the scope of work under this Contract. The above mentioned failure on the part of the System Integrator may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by the TN Police
- b) The System Integrator has failed to remedy a failure to perform its obligations in accordance with the specifications issued by the TN Police despite being served with a default notice which laid down the specific deviance on the part of the System Integrator to comply with any stipulations or standards as laid down by the TN Police
- c) The System Integrator / System Integrator's Team has failed to conform to any of the Service/ Facility Specifications/ standards as set out in the scope of work of this Tender document.

- d) There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the System Integrator.
- e) The System Integrator/ System Integrator's Team has failed to comply with or is in breach or contravention of any applicable laws.
- f) Where there has been an occurrence of such defaults inter alia as stated above, the TN Police shall issue a notice of default to the System Integrator, setting out specific defaults/ deviances/ omissions and providing a notice of Thirty (30) days to enable such defaulting party to remedy the default committed.
- g) Where despite the issuance of a default notice to the System Integrator by the TN Police the System Integrator fails to remedy the default to the satisfaction of the TN Police, the TN Police may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the TN Police.

#### **24 Consequences in Event of Default**

Where an Event of Default subsists or remains uncured the TN Police may/ shall be entitled to:

- a) Impose any such obligations and conditions and issue any clarifications as may be necessary to inter-alia ensure smooth continuation of Services and the project which the System Integrator shall be obliged to comply with which may include unilateral re-determination of the consideration payable to the System Integrator hereunder. The System Integrator shall in addition take all available steps to minimize loss resulting from such event of default.
- b) Shall specify the nature of the failure; and
- c) Shall request the System Integrator to remedy such failure within a specified period from the date of receipt of such notice of suspension by the System Integrator
- d) In the event of any invocation of the Performance Bank Guarantee by TN Police, the System Integrator shall be required to forthwith replenish or top up the existing Performance Bank Guarantee, failing which the same shall constitute a material breach by the System Integrator, which shall entitle TN Police to terminate this MSA. Failure to replenish/top up within 7 days will invite liquidated damages of Rs.1,000 per day and penal interest @ 18% for the delayed period for the amount of deficit in the Performance Bank Guarantee. Failure to replenish/top up beyond 30 days will be material breach and may lead to termination of agreement.
- e) TN Police may serve written notice on System Integrator at any time to terminate this MSA, with immediate effect, in the event of a reasonable apprehension of bankruptcy or any

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unpaid charge, lien or mortgage that is likely to reduce the financial credibility of the System Integrator.

## **25 Termination**

This Agreement may be terminated:

- a) by either party by giving the other party not less than 90 (ninety) days written notice of termination;
- b) forthwith if either party commits any material breach of any term of this Agreement and which in the case of a breach capable of being remedied shall not have been remedied within 30 working days of written notice to remedy the same;
- c) forthwith by either party if the other shall convene a meeting of its creditors or if a proposal shall be made for a declaration as insolvent or a proposal for any other composition scheme or arrangement (or assignment for the benefit of its creditors), or if a trustee receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business assets of the other party or if an order is made or a resolution is passed for the purpose of the winding-up of the other party or for the making of an administration order (otherwise than for the purpose of amalgamation or reconstruction);
- d) by either party pursuant to Force Majeure.

Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

## **26 Effects of Termination**

- a) The termination provisions set out in this MSA shall apply mutatis mutandis to the Service Level Agreements.
- b) Upon termination of this MSA, the Parties will comply with the Exit Management Schedule, as outlined in this MSA.
- c) Upon the expiration or termination of this MSA, System Integrator shall undertake the actions set forth in this MSA to assist TN Police to procure replacement services as provided hereunder:-

- i. The System Integrator undertakes to negotiate in good faith with TN Police and any relevant Replacement System Integrator in respect of commercial terms applying to all System Integrator Intellectual Property Rights and which TN Police and any relevant Replacement System Integrator require to enable them to provide or receive services substantially equivalent to the Services hereunder.
- ii. In respect of System Integrator third party Intellectual Property Rights, System Integrator undertakes to assist TN Police to secure such consents or licenses from such third parties as are necessary to enable TN Police / Replacement System Integrator to receive services substantially equivalent to the Services hereunder.
- iii. The System Integrator shall hand over to TN Police or its designated agency in accordance with the terms of this MSA, assets or deliverables including the software, if any, (and including any data, ownership, source code and associated documentation which is the work product of the development efforts involved in the CCTNS Project) in which TN Police has the right, title and interest and that is in the possession or control of the System Integrator.
- iv. Notwithstanding anything contained herein above and without prejudice to the right to terminate this MSA, if the System Integrator fails to set up and operationalize the TN Police Locations, TN Police may in its sole discretion, instead of terminating this MSA, engage another Agency/System Integrator to fulfill the remaining obligations (or part of the remaining obligations) as may be decided, at the risk and cost of the System Integrator. The additional cost incurred by TN Police shall be recoverable from the Performance Bank Guarantee or any amount payable or due to the System Integrator, and in case such Performance Bank Guarantee or amount is not adequate, the System Integrator shall make good the shortfall.
- v. The action as provided in this Clause shall not be construed or treated as waiver of any right of TN Police and the right to terminate this MSA shall subsist even if an action in accordance with this Clause had been taken.
- vi. In the event of this Agreement being terminated, the TN Police shall be liable to make payments of all the amounts due under this Agreement up to the effective date of termination for which services (including parts thereof) have been rendered by System Integrator.

## **27 Exit Management**

- a) Exit management shall involve the complete handover of the CCTNS to the team identified by the TN Police, which would take care of CCTNS project after the tenure of the System Integrator ends. Exit Plan has to be submitted by the System Integrator. Exit procedure

needs to be carried out as per approved Exit Plan. Exit Plan would include transfer of Intellectual property rights, transfer of assets, knowledge transfer and smooth transition to new team selected by TN Police.

- b) During the exit management period, the System Integrator shall use its best efforts to deliver the services. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.
- c) This Exit Management plan shall be furnished in writing to the TN Police or its nominated agency/agencies within 90 days from the Effective Date of this Agreement.
- d) TN Police shall also provide all kind of technical support to designated agency while transferring the project and hand hold the project for one month to enable designated agency develop sufficient skills for smooth maintenance and operations of the project.

## **28 Scope of Transfer Phase**

At the end of the contract period, the System Integrator shall transfer the ownership of all equipments, Software etc in the Name of TN Police, Tamil Nadu and after transfer handover all the equipments/software/Components supplied and installed under the project as per Purchase order along with media, manuals, documentation to the TN Police, Tamil Nadu or its nominee in up and running condition with a site wise Stock Registers

## **29 Warranties**

The System Integrator warrants and represents to TN Police that:-

- a) it has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this MSA;
- b) this MSA is executed by a duly authorized representative of the System Integrator;
- c) it shall discharge its obligations under this MSA with due skill, care and diligence so as to comply, with this MSA in its entirety.
- d) for entire Contract/ Project Period on all the items supplied as per purchase order, the System Integrator would give comprehensive onsite warranty for all goods supplied as per the purchase order. The warranty would ensure that the goods/ articles would continue to conform to the description and quality as specified for the entire duration of the contract.
- e) The System Integrator shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipments.
- f) The System Integrator shall not supply any equipment that is likely to be declared end of sale within next five Years from the date of submission of the bid. If any equipment is found declared end of sale than the System Integrator shall replace all such equipments

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with latest one and equivalent or higher configuration without any financial obligation to TN Police.

### **30 Third Party Claims**

- a) The System Integrator (the "Indemnifying Party") undertakes to indemnify TN Police and/or their nominated agencies, as the case may be, (the "Indemnified Party") from and against all losses, claims or damages on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this MSA.
- b) The indemnities shall be subject to the following conditions, namely:-
  - i. the Indemnified Party, as promptly as possible, shall inform the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
  - ii. the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel;
  - iii. Provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defence;
  - iv. if the Indemnifying Party does not assume full control over the defence of a claim as provided in this Clause, the Indemnifying Party may participate in such defence 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.
- c) The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party.
- d) All settlements of claims subject to indemnification under this MSA shall:-
  - 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.

### **31 Limitation of Liability**

- a) There shall be no limitation of liability in respect of the System Integrator in case of any damages for bodily injury (including death) and damage to real property and tangible personal property, other than as applicable under the relevant laws.
- b) Neither this MSA nor the Agreements grants or creates any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective Parties to this MSA, as the case may be.
- c) Any claim or series of claims arising out of or in connection with this MSA shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within a period of 3 years from the date when the cause of action first arose or within such longer period as may be permitted by applicable law without the possibility of contractual waiver or limitation.
- d) TN Police shall be entitled to claim the remedy of specific performance under this MSA.

### **32 Force Majeure**

- a) Neither Party to this MSA shall be liable to the other for any loss or damage which may be suffered by the other due (directly) to the extent and for the duration of any cause beyond the reasonable control of the Party unable to perform ("Force Majeure") events such as but not limited to acts of God not confined to the premises of the Party claiming the Force Majeure, flood, drought, lightning or fire, earthquakes, strike, lock-outs beyond its control, labour disturbance not caused at the instance of the Party claiming Force Majeure, acts of Government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions etc. No failure, delay or other default of any contractor or sub-contractor to either Party shall entitle such Party to claim Force Majeure under this MSA.
- b) The Party seeking to rely on Force Majeure shall promptly, within seven (7) days of the occurrence, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defence with particulars detail in writing to the other Party and shall demonstrate that it has and is taking all reasonable measures to mitigate the events of Force Majeure.
- c) In the event the Force Majeure substantially prevents, hinders or delays the System Integrator's performance of Services, in over 20% of TN Police Locations, for a period in



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excess of 30 days, TN Police may declare this as an emergency situation. TN Police shall issue a notice to the System Integrator to resume normal services at all affected sites and for all operations within a period of 15 days. In the event the System Integrator is not able to resume services within the next 15 days, TN Police may obtain substitute performance from an alternate supplier/System Integrator.

- d) All payments pursuant to termination due to Force Majeure event shall be in accordance with the Financial Provisions section outlined in this MSA.
- e) Notwithstanding the terms of this MSA, the failure on the part of the System Integrator to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of the this MSA and subsequent Agreements, against natural disaster, fire, sabotage or other similar occurrence shall not be an event of Force Majeure.

### **33 Confidentiality**

- a) TN Police may permit the System Integrator to come into possession of confidential public records as per the needs of the CCTNS Project and the System Integrator (including its employees, contractors, agencies and representatives) 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 to the extend necessary/required as per regulations/law.
- c) TN Police 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 TN Police, with respect to this Scheme.
- e) The aforesaid provisions shall not apply to the information which is:-
  - i. already in the public domain;
  - ii. which has been received from a third party who had the right to disclose the aforesaid information; and
  - iii. is required to be disclosed by the receiving party under the compulsion of law, or by order of any court or government or regulatory body to whose supervisory authority the receiving party is subject; provided that, in any such event, the receiving party shall give the disclosing party notice in writing as soon as practicable ( which shall, subject to the applicable law, be prior notice where possible and not later than 30 days after the disclosure) of any disclosure, and the receiving party shall use its best effort to obtain assurance that the disclosed

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information will be accorded confidential treatment in the possession of, or was known to receiving party prior to its receipt, without an obligation to maintain its confidentiality;

- iv. independently developed by receiving party without the use of confidential Information and without the participation of individuals who have had access to confidential information;
  
- f) The parties agree that money damages would not be a sufficient remedy for any breach of this undertaking by the receiving party, and that in addition to the remedies provided in this Agreement and any other remedies, the aggrieved party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.

This clause shall survive the expiry or earlier termination of this Agreement.

### **34 Audit, Access and Reporting**

- a) TN Police/ nominated agency, may carry out routine, random and periodic audits and inspections, by itself or through authorized representatives of all project/services related documents, data, locations, accounts, information at its own expense and cost; TN Police/ nominated agency, shall endeavour to conduct such audits with the lowest levels of inconvenience and disturbance to the System Integrator.
- b) TN Police/ nominated agency may carry out non-timetabled audits 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.
- c) The frequency of audits (time tabled) shall be 6 monthly, provided always that TN Police shall endeavour to conduct such audits with the lowest levels of inconvenience and disturbance to the System Integrator.
- d) The audit and access rights contained within this section shall survive the termination or expiration of the MSA for a period of twenty-four (24) months.
- e) The System Integrator shall provide to TN Police/ nominated agency, or its representatives reasonable access to the employees, subcontractors, suppliers, agents, third party facilities, including leased premises used for CCTNS Project, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections. TN Police/ nominated agency shall have the right to copy and retain copies of any relevant records at its own expense and cost. The System Integrator shall extend full support to co-operate with them.

**35 Verification**

- a) TN Police/nominated agency, shall have the right, as shall be reasonably necessary, to verify:-
- i. the security, integrity and availability of all TN Police Data processed, held or conveyed by the System Integrator on behalf of TN Police and the users and documentation related thereto;
  - ii. that the actual level of performance of the services is the same as specified in the Service Level Agreements;
  - 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/or the Agreements.
- b) The audit and access rights contained in the MSA shall survive the termination or expiration of the MSA for a period of 24 months.

**36 Arbitration & Dispute Resolution**

- a) If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred by the System Integrator to the sole arbitrator, which in case of this Bid will be the ....., Government of Tamil Nadu or any Officer as designated by the State Government, to be named in the contract, whose decision shall be final. In the event the Parties do not agree to the Sole Arbitrator then the same will be referred for arbitration to a Board of Arbitration. This Board will be constituted prior to the commencement of the arbitration and will comprise of two arbitrators and an umpire. System Integrator and the TN Police will each nominate an arbitrator to the Board and these arbitrators will appoint the umpire. Arbitration will be carried out in Chennai.
- b) All legal proceedings, if necessary, related to any of the parties shall to be lodged in the court of appropriate jurisdiction and situated at Chennai only.
- c) Any fact or condition, which may not have been mentioned in terms and conditions and may arise during the contract period, shall be decided as per the State Government policy/ rules. In case rules/ policies do not provide any such situation, the issue will be decided by the Arbitrator.
- d) TN Police and the System Integrator shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract.

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- e) If, after Thirty (30) days from the commencement of such direct informal negotiations, TN Police and the System Integrator have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism.
  - f) The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or reenactments thereof, shall apply to the arbitration proceedings.

### **37 Ownership of Equipment**

- a) TN Police shall own the equipment and data center infrastructure, supplied by the System Integrator arising out of or in connection with this Contract.
- b) The system software licenses should be provided in the name of TN Police.

### **38 Currency of Payment**

Payment shall be made in Indian Rupees only.

### **39 Change of Quantities**

The Tendering authority will have the option to increase (as per solution requirement) or decrease (to any extent) the quantities of equipment/material to be supplied by the System Integrator as mentioned in the Contract using the unit price quoted by the System Integrator.

### **40 Contract Amendments**

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties i.e. the System Integrator and the Tendering authority.

### **41 Acceptance Criteria**

- a) Each Deliverable delivered by the System Integrator shall be reviewed by the TN Police. TN Police will accept or provide review comments the changes required to the System Integrator within a period of fifteen days from the date of delivery or as mutually agreed between both the parties.
- b) The System Integrator is required to successful closure of review comments provided as stated above within the mutually agreed time between both the parties. After successful closure and verification of review comments, the Deliverables shall be deemed to be accepted by Client.

### **42 Intellectual property rights**

The Intellectual Property Rights (IPR) in the deliverables and documentation developed hereunder shall belong to and vest in the TN Police.

The intellectual property rights and the ownership in all the tools, processes, software, utilities, and methodology including any System Integrator proprietary products or components thereof used in the provision of services and/or development of Deliverables hereunder shall remain the sole and absolute property of the System Integrator, with full ownership rights therein.

Similarly all the Intellectual Property Rights (IPR) in the third party software used in providing services including those forming part of or incorporated into the deliverables referred to above shall remain with the respective third party owners and TN Police shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software.

Nothing in this Agreement shall be deemed or construed to prevent System Integrator from conducting such business or to develop, use and distribute works that perform functions the same as or similar to the Deliverables or work products either for itself or for its other clients subject to System Integrator maintaining confidentiality of TN Police confidential information.

#### **43 Liquidated Damages**

In the event of the System Integrator's failure to submit the Bonds, warranties and Documents and supply the solution / equipment as per schedule, TN Police may at its discretion withhold any payment until the completion of the contract. TN Police may also deduct from the System Integrator as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered services for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not more than 10% of the value of delayed services. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to TN Police under the contract and law

#### **44 Prices and Tax**

The prices mentioned without any qualifications whatsoever and should include all taxes, duties, fees, levies and other charges as may be applicable in relation to the activities proposed to be carried out. It is mandatory that such charges wherever applicable/ payable should be indicated separately. It shall be System Integrator responsibility to notify the TN Police regarding any upward and downward change in the tax.

#### **45 Non-solicitation**

Neither Party will, without the consent of the other Party, employ or offer to employ (whether under a contract of service or under a contract for services) any person engaged or previously

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engaged by the other in a technical or managerial capacity in relation to the project, during the subsistence of this Agreement and until a period of 12 months has expired after the termination or expiry of this Agreement.

#### **46 Legal Jurisdiction**

- a) Courts of Chennai shall have the jurisdiction in case of litigation between the TN Police and System Integrator.
- b) All legal proceedings, if necessary arises to institute may by any of the parties (TN Police or System Integrator) shall have to be lodged in courts situated at Chennai only.

#### **47 Publicity**

Neither party shall use any name, mark or symbol of the other in any publicity release or advertising material or for any other purpose whatsoever without securing the prior written consent of the other. Neither Party shall use the other Party's name or refer to the other Party directly or indirectly in any media release, public announcement or public disclosure relating to this Agreement or their subject matter, including in any promotional or marketing materials, customer lists, referral lists or business presentations without written consent from the other Party for each such use or release.

#### **48 Waiver**

No forbearance, indulgence or relaxation's by any Party at any time to require performance of any provision of this Agreement shall in any way affect, diminish or prejudice the right of such party to require performance of that provision and any waiver by any party or any breach of any provisions of this Agreement shall not be construed as a waiver or an amendment of the provisions itself, or a waiver of any right under or arising out of this Agreement.

#### **49 Non-assignment**

Neither party hereto shall assign or otherwise deal with all or any of its rights and obligations under this Agreement without the prior written consent of the other party which consent shall be in the entire discretion of the other party. System Integrator shall however be entitled to engage sub-contractors to perform all or any portion or part of its obligations hereunder. In such event, however, System Integrator shall be fully responsible or liable for performance of its obligations under this Agreement.

#### **30. Notices**

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All notices, requests, demands and other communications under this agreement or in connection herewith shall be given to or made upon the respective parties as follows:

To System Integrator :

To TN Police :

Or to such other person or addresses as any of the Parties shall have notified to the others.

All notices, requests, demands and other communications given or made in accordance with the provisions of this Agreement shall be in writing by letter, fax or telegram.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR RESPECTIVE HANDS ON THE  
DATE FIRST ABOVE WRITTEN.

For System Integrator

Witness 1

Witness 2

For TN Police

Witness1

Witness 2

***Annexure 1: Scope of Work***



## Annexure 2: SLAs

1. This document describes the service levels to be established for the Services offered by the SI to the State. The SI shall monitor and maintain the stated service levels to provide quality service to the State.

### 2. Definitions.

a) "Scheduled Maintenance Time" shall mean the time that the System is not in service due to a scheduled activity as defined in this SLA. The scheduled maintenance time would not be during 16X6 timeframe. Further, scheduled maintenance time is planned downtime with the prior permission of the State.

b) "Scheduled operation time" means the scheduled operating hours of the System for the month. All scheduled maintenance time on the system would be deducted from the total operation time for the month to give the scheduled operation time. The total operation time for the systems and applications within the Primary DC, DRC and critical client site infrastructure will be 24X7X365. The total operation time for the client site systems shall be 18 hours.

c) "System or Application downtime" means accumulated time during which the System is totally inoperable within the Scheduled Operation Time but outside the scheduled maintenance time and measured from the time the State and/or its employees log a call with the SI team of the failure or the failure is known to the SI from the availability measurement tools to the time when the System is returned to proper operation.

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

$$\{( \text{Scheduled Operation Time} - \text{System Downtime} ) / ( \text{Scheduled Operation Time} )\} * 100\%$$

e) "Helpdesk Support" shall mean the 16x6 basis support centre which shall handle Fault reporting, Trouble Ticketing and related enquiries during this contract.

f) "Incident" refers to any event / abnormalities in the functioning of the Data Centre Equipment / Services that may lead to disruption in normal operations of the Data Centre, System or Application services.

g) "Incident" refers to any event / abnormalities in the functioning of the Data Centre Equipment / Services that may lead to disruption in normal operations of the Data Centre, System or Application services.

3. Interpretations.

a) The business hours are 8:30AM to 4:30PM on all working days (Mon-Sat) excluding Public Holidays or any other Holidays observed by the State. The SI however recognizes the fact that the State offices will require to work beyond the business hours on need basis.

b) "Non-Business Hours" shall mean hours excluding "Business Hours".

c) 18X7 shall mean hours between 06:00AM -12.00 midnight on all days of the week.

d) If the operations at Primary DC are not switched to DRC within the stipulated timeframe (Recovery Time Objective), it will be added to the system downtime.

e) The availability for a cluster will be the average of availability computed across all the servers in a cluster, rather than on individual servers. However, non compliance with performance parameters for infrastructure and system / service degradation will be considered for downtime calculation.

f) The SLA parameters shall be monitored on a monthly basis as per the individual SLA parameter requirements. However, if the performance of the system/services is degraded significantly at any given point in time during the contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of the State or an agency designated by them, then the State will have the right to take appropriate disciplinary actions including termination of the contract.

g) A Service Level violation will occur if the SI fails to meet Minimum Service Levels, as measured on a half yearly basis, for a particular Service Level. Overall Availability and Performance Measurements will be on a monthly basis for the purpose of Service Level reporting. An "Availability and Performance Report" will be provided by the SI on monthly basis in the State suggested format and a review shall be conducted based on this report. A monthly Availability and Performance Report shall be provided to the State at the end of every month containing the summary of all incidents reported and associated SI performance measurement for that period. The monthly Availability and Performance Report will be deemed to be accepted by the State upon review and signoff by both SI and the State. Where required, some of the Service Levels will be assessed through audits or reports e.g. utilization reports, measurements reports, etc., as appropriate to be provided by the SI on a monthly basis, in the formats as required by the State. The tools to perform the audit will need to be provided by the SI. Audits will normally be done

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on periodic basis or as required by the State and will be performed by the State or the State appointed third party agencies.

h) EMS system as specified in this RFP shall play a critical role in monitoring the SLA compliance and hence will have to be customized accordingly. The 3rd party testing and audit of the system shall put sufficient emphasis on ensuring the capability of EMS system to capture SLA compliance correctly and as specified in this RFP. The selected System Integrator (SI) must deploy EMS tool and develop additional scripts (if required) for capturing the required data for SLA report generation in automated way. This tool should generate the SLA Monitoring report at the end of every month which is to be shared with the State on a monthly basis. The tool should also be capable of generating SLA reports for a half-year. The State will audit the tool and the scripts on a regular basis. SPMC shall assess the EMS requirements and include the same in the RFP.

i) The Post Implementation SLAs will prevail from the start of the Operations and Maintenance Phase. However, SLAs will be subject to being redefined, to the extent necessitated by field experience at the police stations / higher offices and the developments of technology practices globally. The SLAs may be reviewed on an annual/bi-annual basis as the State decides after taking the advice of the SI and other agencies. All the changes would be made by the State in consultation with the SI.

j) The SI is expected to provide the following service levels. In case these service levels cannot be achieved at service levels defined in the tables below, it shall result in a breach of contract and invoke the penalty clause. Payments to the SI are linked to the compliance with the SLA metrics laid down in the tables below. The penalties will be computed and calculated as per the computation explained in this Annexure. During the contract period, it is envisaged that there could be changes to the SLA, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e. the State and SI.

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

## Implementation Phase SLAs

1. Capacity Building

ServiceLevel Description	Measurement
Capacity Building	<p>At least 80% of the trainees within the training program should give a rating of satisfactory or above.</p> <p>Severity of Violation: High</p> <p>This service level will be monitored and measured on a per District basis through feedback survey to be provided to each attendee within the program.</p> <p>If the training quality in the program falls below the minimum service level, it will be treated as one (1) violation.</p>

2. Data Migration / Digitization

ServiceLevel Description	Measurement
Data Migration	<p>Error rate in a batch should be less than 5%.</p> <p>Severity of Violation: Medium</p> <p>This service level will be measured on a monthly basis for each Police Station / Higher Office.</p> <p>If the data migration / digitization service level in a police station / higher office falls below the minimum service level, it will be treated as one (1) violation.</p> <p>The total number of violations for the payment period will be the cumulative number of violations across all the police stations / higher offices in the payment period.</p>

**Delivery Related Service Level Agreement (SLA) Criteria**

Explanation: The deduction mentioned in this table shall be made from the next due payment to the vendor for services provided on Statewide basis.

S. No.	Service Metrics Parameters	Baseline	Lower Performance		Violation of Service level agreement		Basis of Measurement	Remarks
		Metric	Metric	Deduction	Metric	Deduction		
1	Delivery of the reports/ deliverables due for this section	As per the dates as mentioned in the contract	One week after the due date	Rs. 10,000	>1 week after the due date	Rs. 20,000 for every week of delay	Dates for delivery of reports as mentioned in the contract	

**Delivery Related Service Level Agreement (SLA) Criteria**

Explanation: The deduction mentioned in this table shall be made from the next due payment to the vendor for services provided on Statewide basis.

S. No.	Service Metrics Parameters	Baseline	Lower Performance		Violation of Service level agreement		Basis of Measurement	Remarks
		Metric	Metric	Deduction	Metric	Deduction		
1.	Supply, installation and Commissioning of hardware at offices	3 months	3-4 months	For non-compliance at each point of deployment: Rs. 30,000	> 4 months	For non-compliance at each point of deployment: Rs. 45,000	Months after taking over of the office site for project	The deduction shall be made <u>per site basis</u> , where

2.	Supply, installation and Commissioning of the Data Center Equipment	6 months from the date of signing of contract	6-7 months	Rs. 100,000	More than 7 months	Rs.100,000 for every month of delay	Months taken after beginning of the assignment	State / UT may conduct independent Audit to verify that the data center is as per the
3.	Capacity building	At least 80% of the training audience should give a rating of satisfactory or above	Less than 80% and more than 60% attendees find the training satisfactory	Rs. 15,000 / training session	Less than 60% of the attendees Find the training satisfactory	Rs. 25,000 per training session	Feedback survey to be provided to each attendee	The feedback of the attendees must be taken after every training session and this feedback should be leveraged for improving the capacity building program

**Delivery Related Service Level Agreement (SLA) Criteria**

Explanation: The deduction mentioned in this table shall be made from the next due payment to the vendor for services provided on Statewide basis.

S. No.	Service Metrics Parameters	Baseline	Lower Performance		Violation of Service level agreement		Basis of Measurement	Remarks
		Metric	Metric	Deduction	Metric	Deduction		

4.	Data Digitization	Error rate in a batch during verification should be less than 5%	Error rate between 5% - 10%	Rs. 5,000 / batch and correction of records	Error rate of over 10%.	Rs. 10,000 / batch and the entire batch to be re-done	Error rate in a batch during verification	Error rate is measured by percentage of the records with corrections marked by designated officials
5.	Maintenance phase	All the issues reported regarding hardware, software etc. should be resolved within 24 hours (within	Resolution of issues within 2 working days of reporting	Rs. 500	Resolution of the issue after 2 working days	Rs. 1000 for every day delay over and above beyond	Time and date of reporting of the issue	
6.	The above list of Service levels is indicative. The State should add more service levels / modify the above service levels as per their requirements							

### 3. Violations and Associated Penalties

- a) The primary intent of Penalties is to ensure that the system performs in accordance with the defined service levels. Penalties are not meant to be punitive or, conversely, a vehicle for additional fees.
- b) Penalty Calculations. The framework for Penalties, as a result of not meeting the Service Level Targets are as follows:
- i. The performance will be measured for each of the defined service level metric against the minimum / target service level requirements and the violations will be calculated accordingly.
  - ii. The number of violations in the reporting period for each level of severity will be totaled and used for the calculation of Penalties.
  - iii. Penalties applicable for each of the high severity violations are 0.1% of respective payment-period payment to the SI.
  - iv. Penalties applicable for each of the medium severity violations are 0.05% of respective payment-period payment to the SI.

### Post Implementation Phase SLAs

#### 1. Primary DC/DRC Site Infrastructure Systems and Application Availability and Performance

- (a) Production CAS Systems. The failure or disruption has a direct impact on the state / UT's ability to service its police stations / higher offices, ability to perform critical back-office functions or a direct impact on the organization. This includes but not limited to:-
- i. Storage and related switches at Primary DC and DRC.
  - ii. Web, Application, Database, and Backup Servers at Primary DC and DRC.
  - iii. Primary DC to DRC connectivity.
  - iv. Primary DC and DRC network infrastructure.
  - v. Primary DC and DRC security infrastructure.
- (b) Non-CAS Systems in Production and Non Production Systems (Development, QA, and Training). The failure or disruption has no direct impact on the State's ability to serve its police stations / higher offices, or perform critical back-office functions.
- i. Production Non CAS Servers.



- ii. Test, QA and Training Servers.
- iii. Helpdesk infrastructure & applications.
- iv. EMS Infrastructure.

(c) CAS Solution Components. The failure or disruption has a direct impact on the State's ability to service its police stations / higher offices, ability to perform critical back-office functions or a direct impact on the organization.

(d) Non ERP Solution Components. The failure or disruption has no direct impact on the State's ability to serve its police stations / higher offices, or perform critical back- office functions.

(e) These service levels will be monitored on a monthly basis.

(f) The below tables gives details on the Service Levels the SI should maintain.

Service Level Description	Measurement	
Infrastructure Availability	Availability of production CAS systems shall be at least 99%	
	Availability over the six- month period	Violations for calculation of penalty
	< 99% & >= 98.5%	1
	< 98.5% & >= 98%	2
	< 98%	3
	In addition to the above, if the service level in any month in the six-month period falls below 98%, one (1) additional violation will be added for each such month to the overall violations for this service level.	
	Availability of non-CAS systems in production and non-production systems shall be at least 97%.	
	Severity of Violation: Medium	
	Availability over the six- month period	Violations for calculation of penalty
	< 97% & >= 96.5%	1
< 96.5% & >= 96%	2	
< 96%	3	

	<p>In addition to the above, if the service level in any month in the six-month period falls below 96%, one (1) additional violation will be added for each such month to the overall violations for this service level.</p>						
	<p>RTO shall be less than or equal to six (6) hours.</p> <p>Severity of Violation: High</p> <p>Each instance of non-meeting this service level will be treated as one (1) violation.</p>						
	<p>RPO (zero data loss in case of failure of Primary DC) should be zero minutes</p> <p>Severity of Violation: High</p>						
<p>Infrastructure Performance</p>	<p>Sustained period of peak CPU utilization of any server crossing 70% (with the exception of batch processing) shall be less than or equal to 30 minutes.</p> <p>Severity of Violation: High</p> <p>Each occurrence where the peak CPU utilization of any server crosses 70% (with the exception of batch processing) and stays above 70% for time more than 30 minutes will be treated as one (1) instance.</p>						
	<table border="1"> <thead> <tr> <th data-bbox="435 1417 797 1503">Number of instances over the six month period</th> <th data-bbox="797 1417 1154 1503">Violations for calculation of penalty</th> </tr> </thead> <tbody> <tr> <td data-bbox="435 1503 797 1556">&gt;0 &amp; &lt;=3</td> <td data-bbox="797 1503 1154 1556">1</td> </tr> <tr> <td data-bbox="435 1556 797 1602">&gt; 3</td> <td data-bbox="797 1556 1154 1602">2</td> </tr> </tbody> </table>	Number of instances over the six month period	Violations for calculation of penalty	>0 & <=3	1	> 3	2
Number of instances over the six month period	Violations for calculation of penalty						
>0 & <=3	1						
> 3	2						
	<p>In addition to the above, if the number of instances in any month in the six-month period exceeds 3, one (1) additional violation will be added for each such month to the overall violations for this service level.</p>						

Sustained period of peak I/O utilization of any server crossing 70% (with the exception of batch processing) shall be less than or equal to 30 minutes.

Severity of Violation: High

Each occurrence where the peak I/O utilization of any server crosses 70% (with the exception of batch processing) and stays above 70% for time more than 30 minutes will be treated as one (1) instance.

Number of instances over the six month period	Violations for calculation of penalty	
>0 & <=3	1	
> 3	2	

In addition to the above, if the number of instances in any month in the six-month period exceeds 3, one (1) additional violation will be added for each such month to the overall violations for this service level.

ServiceLevel Description	Measurement	
Application Availability	Availability of non-CAS solution components measured within the Data Center shall be at least 97% Severity of Violation: Medium This service level will be monitored on a monthly basis.	
	Availability over the six- month period	Violations for calculation of penalty
	< 97% & >= 96%	1
	< 96%	2
	In addition to the above, if the service level in any month in the six-month period falls below 96%, one (1) additional violation will be added for each such month to the overall violations for this service level.	
Application Performance	Average application response time during peak usage hours as measured from a client terminal within the Data Center shall not exceed 4 seconds.	
	Severity of Violation: High	
	The list of critical business functions and peak usage hours will be identified by the State during the Supply and System Integration Phase.	
	This service level will be monitored on a monthly basis.	
	Average application response time over the six- month period	Violations for calculation of penalty
> 4s & <= 5s	2	
> 5s & <= 6s	4	
> 6s	5	

In addition to the above, if the average turnaround time in any month in the six-month period goes beyond 6s, one (1) additional violation will be added for each such month to the overall violations for this service level.

2. Client Site Infrastructure Systems

(a) Critical Client Site Systems. The failure or disruption results in inability of the police station / higher offices to service its dependent offices or perform critical back-office functions. Critical client site infrastructure means the IT infrastructure at client site which are shared by multiple users i.e., Core Switch, Core Routers, etc.

(b) This service level will be measured on a monthly basis for each implementation site. (c) The below tables gives details on the Service Levels the SI should maintain.

ServiceLevel Description	Measurement
Client Site Systems Availability	Availability of the critical client site infrastructure components at all the implementation sites shall be at least 99%  Severity of Violation: High  This service level will be measured on a monthly basis for each implementation site.  If the availability in a month for an implementation site falls below the minimum service level, it will be treated as one (1) violation.  The total number of violations for the six-month period will be the cumulative number of violations across all the months across all sites in the six-month period.

3. Handholding Support: Client Site Support

(a) Level 1 Incident. The incident has an immediate impact on the State's ability to service its police stations / higher offices, to perform critical back-office functions or has a direct impact on the organization.

- (b) Level 2 Incidents. The incident has an impact on the State’s ability to service its police stations / higher offices that while not immediate, can cause service to degrade if not resolved within reasonable time frames
- (c) The severity of the individual incidents will be mutually determined by the State and SI.
- (d) The scheduled operation time for the client site systems shall be the business hours of the State.
- (e) This service level will be measured on a monthly basis for each implementation site. (f) The tables on the following page give details of the Service Levels the SI is required to maintain.

ServiceLevel Description	Measurement										
Client Site Support Performance	<p>80% of the Level 1 Incidents at each site should be resolved within 2 business hours from the time call is received / logged which ever is earlier. The maximum resolution time for any incident of this nature shall not exceed 8 business hours.</p> <p>Severity of Violation: Medium</p> <p>This service level will be measured on a monthly basis for each implementation site.</p> <p>If the performance in a month for an implementation site falls below the minimum service level, it will be treated as one (1) instance. The total number of instances for the six-month period will be the cumulative number of instances across all the months across all sites in the six- month period.</p>										
	<table border="1"> <thead> <tr> <th data-bbox="443 1402 846 1522">Average number of instances per month</th> <th data-bbox="854 1402 1222 1522">Violations for calculation of penalty</th> </tr> </thead> <tbody> <tr> <td data-bbox="443 1528 846 1570">&gt;0 &amp; &lt;=4</td> <td data-bbox="854 1528 1222 1570">1</td> </tr> <tr> <td data-bbox="443 1577 846 1619">&gt;4 &amp; &lt;=8</td> <td data-bbox="854 1577 1222 1619">2</td> </tr> <tr> <td data-bbox="443 1625 846 1667">&gt;8 &amp; &lt;=12</td> <td data-bbox="854 1625 1222 1667">3</td> </tr> <tr> <td data-bbox="443 1673 846 1715">&gt;12</td> <td data-bbox="854 1673 1222 1715">4</td> </tr> </tbody> </table>	Average number of instances per month	Violations for calculation of penalty	>0 & <=4	1	>4 & <=8	2	>8 & <=12	3	>12	4
	Average number of instances per month	Violations for calculation of penalty									
	>0 & <=4	1									
	>4 & <=8	2									
	>8 & <=12	3									
>12	4										
>0 & <=4	1										
>4 & <=8	2										
>8 & <=12	3										
>12	4										

80% of the Level 2 Incidents at each site should be resolved within 6 business hours from the time a call is received / logged which ever is earlier. The maximum resolution time for any incident of this nature shall not exceed 48 hours.

Severity of Violation: Medium

This service level will be measured on a monthly basis for each implementation site.

If the performance in a month for an implementation site falls below the minimum service level, it will be treated as one (1) instance. The total number of instances for the six-month period will be the cumulative number of instances across all the months across all sites in the six- month period.

Average number of instances per month = (Total number of instances for the six-month period) / 6

Average number of instances per month	Violations for calculation of
>0 & <=4	1
>4 & <=8	2
>8 & <=12	3
>12	4

Replacement of hardware equipment shall be done within 72 hours of notification by the State. These equipments would have failed on four or more occasions in a period of less than three months or six times in a period of less than twelve months. (Mean Time Between Failure Condition)

Severity of Violation: High

Each instance of non-meeting this service level will be treated as one (1) violation.

4. Handholding Support: Application Support

- (a) Level 1 Defects. The failure to fix has an immediate impact on the State’s ability to service its police stations / higher offices, inability to perform critical back-office functions or a direct impact on the organization.
- (b) Level 2 Defects. The failure to fix has an impact on the State’s ability to service its police stations / higher offices that while not immediate, can cause service to degrade if not resolved within reasonable time frames.
- (c) Level 3 Defects. The failure to fix has no direct impact on the State’s ability to serve its police stations / higher officers, or perform critical back-office functions.
- (d) The severity of the individual defects will be mutually determined by the State and SI.
- (e) This service level will be monitored on a monthly basis.
- (f) The below tables gives details on the Service Levels the SI should maintain.

ServiceLevel Description	Measurement	
Application Support Performance	95% of the Level 1 defects shall be resolved within 4 business hours from the time of reporting full details.	
	Severity of Violation: High	
	This service level will be monitored on a monthly basis.	
	Performance over the six-month period	Violations for calculation of penalty
	< 95% & >= 90%	1
< 90% & >= 85%	2	
< 85%	3	
	In addition to the above, if the service level in any month in the six-month period falls below 85%, one (1) additional violation will be added for each such month to the overall violations for this service level.	



95% of the Level 2 defects shall be resolved within 72 hours from the time of reporting full details.

Severity of Violation: High

This service level will be monitored on a monthly basis.

Performance over the six-month period	Violations for calculation of penalty
< 95% & >= 90%	1
< 90% & >= 85%	2
< 85%	3

In addition to the above, if the service level in any month in the six-month period falls below 85%, one (1) additional violation will be added for each such month to the overall violations for this service

100% of the Level 3 defects shall be resolved within 120 hours from the time of reporting full details.

Severity of Violation: High

This service level will be monitored on a monthly basis.

Performance over the six-month period	Violations for calculation of penalty
< 100% & >= 90%	1
< 90% & >= 80%	2
< 80%	3

In addition to the above, if the service level in any month in the six-month period falls below 80%, one (1) additional violation will be added for each such month to the overall violations for this service level.

Up to date of the documentation of the design, modifications, enhancements, and defect-fixes in the half-yearly period.

Severity of Violation: Medium

This service level will be measured on a half-yearly basis.

Each instance of non-meeting this service level will be treated as one (1) violation.

5. Handholding Support: Helpdesk and Data Center Support

- (a) Level 1 Calls. The failure to fix has an immediate impact on the State's ability to service its police stations / higher offices, inability to perform critical back-office functions or a direct impact on the organization.
- (b) Level 2 Calls. The failure to fix has an impact on the State's ability to service its police stations / higher offices that while not immediate, can cause service to degrade if not resolved within reasonable time frames.
- (c) Level 3 Calls. The failure to fix has no direct impact on the State's ability to serve its police stations / higher offices, or perform critical back-office functions.
- (d) This service level will be monitored on a monthly basis.
- (e) The below tables gives details on the Service Levels the SI should maintain.

ServiceLevel Description	Measurement	
Helpdesk Performance	98% of the calls shall be answered within 45 seconds.	
	Severity of Violation: High	
	This service level will be monitored on a monthly basis.	
	Performance over the six-month period	Violations for calculation of Penalty
	< 98% & >= 90%	1
< 90% & >= 80%	2	
< 80%	3	

In addition to the above, if the service level in any month in the six-month period falls below 80%, one (1) additional violation will be added for each such month to the overall violations for this service level.

98% of the incidents within helpdesk resolution capacity shall be resolved in a cycle time of 24 hours

Severity of Violation: High

This service level will be monitored on a monthly basis.

Performance over the six-month period	Violations for calculation of penalty
< 98% & >= 90%	1
< 90% & >= 80%	2
< 80%	3

In addition to the above, if the service level in any month in the six-month period falls below 80%, one (1) additional violation will be added for each such month to the overall violations for this service

98% of the non SI supported incidents shall be routed to the appropriate service provider within 30 minutes.

Severity of Violation: Medium

This service level will be monitored on a monthly basis.

Performance over the six-month period	Violations for calculation of penalty
< 98% & >= 90%	1
< 90% & >= 80%	2
< 80%	3

In addition to the above, if the service level in any month in the six-month period falls below 80%, one (1) additional violation will be added for each such month to the overall violations for this service

80% of the Level 1 calls shall be resolved within 2 hours from call received / logged which ever is earlier. The maximum resolution time for any incident of this nature shall not exceed 8 business hours.

Severity of Violation: High

This service level will be monitored on a monthly basis.

Performance over the six-month period	Violations for calculation of penalty
< 80% & >= 70%	1
< 70% & >= 60%	2

< 60%	3
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In addition to the above, if the service level in any month in the six-month period falls below 60%, one (1) additional violation will be added for each such month to the overall violations for this service

80% of the Level 2 calls shall be resolved within 6 hours from call received / logged whichever is earlier.

The maximum resolution time for any incident of this nature shall not exceed 48 hours.

Severity of Violation: High

This service level will be monitored on a monthly basis.

Performance over the six-month period	Violations for calculation of penalty
< 80% & >= 70%	1
< 70% & >= 60%	2
< 60%	3

In addition to the above, if the service level in any month in the six-month period falls below 60%, one (1) additional violation will be added for each such month to the overall violations for this service level.

80% of the Level 3 calls shall be reported on status and action to be communicated within 24 hours from call received / logged which ever is earlier. The maximum resolution time for any incident of this nature shall not exceed 72 hours.

Severity of Violation: High

This service level will be monitored on a monthly basis.

Performance over the six-month period	Violations for calculation of penalty
< 80% & >= 70%	1
< 70% & >= 60%	2
< 60%	3

	In addition to the above, if the service level in any month in the six-month period falls below 60%, one (1) additional violation will be added for each such month to the overall violations for this service level.
Datacenter Support Performance	<p>Replacement of hardware equipment shall be done within 72 hours of notification by the State. These equipments would have failed on four or more occasions in a period of less than three months or six times in a period of less than twelve months. (Mean Time Between Failure Condition)</p> <p>Severity of Violation: High</p> <p>Each instance of non-meeting this service level will be treated as one (1) violation.</p>
Datacenter Support Performance	<p>Up to date of the documentation of the design, modifications, enhancements, and fixes.</p> <p>Severity of Violation: Medium</p> <p>This service level will be measured on a half-yearly basis.</p> <p>Each instance of non-meeting this service level will be treated as one (1) violation.</p>

## 7. Reporting

(a) The below tables gives details on the Service Levels the SI should maintain for client site systems availability.

ServiceLevel Description	Measurement	
Availability and Performance Report	Provide monthly SLA compliance reports, monitoring and maintenance related MIS reports by the 5th of the following month.	
	Severity of Violation: Medium	
	This service level will be monitored on a monthly basis.	
	If the monthly SLA compliance report related to the service level metrics is not provided in the given timeframe, it will be treated as one (1) instance.	
	The total number of instances for the six-month period will be the cumulative number of instances across all the months in the six-month period.	
	Total number of instances over the six month period	Violations for calculation of penalty
	>0 & <=3	1
	> 3	2

8. Credits for Successful Application Uptake

The below tables give details of the credits that can gain by the SI for successful uptake of the application in the State. The credits will not be calculated for the first reporting period.

ServiceLevel	Measurement	
Description		
CCTNS Uptake	<p>The following metrics will be measured at the end of each reporting period for each District that has been declared as “Go Live”:</p> <ol style="list-style-type: none"> <li>1. Number of key transactions carried through internet (ex: Transactional such as submitting an application for a no-objection certificate and Informational such a requesting the status of a case)</li> <li>2. Number of active users profiles in CAS (State)</li> <li>3. Number of read-write transactions on CAS (State) system</li> <li>4. Number of Searches carried out on data in CAS (State)</li> <li>5. Total number of FIRs prepared through CAS (State)</li> <li>6. Total number of Crime Details Forms prepared through CAS (State)</li> <li>7. Total number of Key Investigation Forms prepared through CAS (State)</li> <li>8. Total number of Arrest Cards prepared through CAS (State)</li> <li>9. Total number of Charge Sheets prepared through CAS (State)</li> <li>10. Quality (recency and accuracy) of information available in CAS (State)</li> <li>11. Number of cases reported to be solved because of the availability of CAS (State)</li> <li>12. Number of ad-hoc requests successfully responded to using CAS (State)</li> <li>13. Turnaround Time for submitting the monthly and annual crime/criminal information to NCRB from the State</li> </ol> <p>A credit will be gained for each of the above parameters if the uptake for that parameter shows significant improvement.</p>	
	% increase over the measurement in the last reporting period	Credits
	>5 & <=10%	2
	>10 & <=15%	3
	> 15%	4

### 9. Violations and Associated Penalties

(a) The primary intent of Penalties is to ensure that the system performs in accordance with the defined service levels. Penalties are not meant to be punitive or, conversely, a vehicle for additional fees.

(b) A six monthly performance evaluation will be conducted using the six monthly reporting periods of that period.

(c) Penalty Calculations. The framework for Penalties, as a result of not meeting the Service Level Targets is as follows:

- i. The performance will be measured for each of the defined service level metric against the minimum / target service level requirements and the violations will be calculated accordingly.
- ii. The number of violations in the reporting period for each level of severity will be totaled and used for the calculation of Penalties.
- iii. If the total number of credits gained by the SI is lower than the total number of high severity violations in the reporting period, the total number of credits will be subtracted from the total number of High Severity Violations in the reporting period for the calculation of Penalties.
- iv. If the total number of credits gained by the SI is higher than the total number of high severity violations in the reporting period, the resultant total number of high severity violations in the reporting period for calculation of penalties will be considered as zero (0).
- v. Penalties applicable for each of the high severity violations are two (2) % of respective half yearly payment to the SI.
- vi. A penalty applicable for each of the medium severity violations is one (1%) of respective half yearly payment to the SI.
- vii. Penalties applicable for each of the low severity violations is half percentage (0.5%) of respective half yearly payment to the SI.
- viii. Penalties applicable for not meeting a high (H) critical performance target in two consecutive half years on same criteria shall result in additional deduction of 5% of the respective half yearly payment to the SI Penalty shall be applicable separately for each such high critical activity
- ix. Penalties applicable for not meeting a medium (M) critical performance target in two consecutive half yearly periods on same criteria shall result in additional deduction of 3% of the respective half yearly payment to the SI. Penalty shall be applicable separately for each such medium critical activity
- x. Penalties applicable for not meeting a low (L) critical performance target in two consecutive half yearly periods on same criteria shall result in



additional deduction of 2% of the respective half yearly payment to the SI. Penalty shall be applicable separately for each such medium critical activity

- xi. It is to be noted that if the overall penalty applicable for any of the review period during the currency of the contract exceeds 25% or if the overall penalty applicable for any of the successive half year periods during the currency of the contract is above 15%; then the State shall have the right to terminate the contract.