

**CRIME & CRIMINAL TRACKING NETWORK & SYSTEMS  
(CCTNS)**

**IMPLEMENTATION OF CCTNS IN GOA**

**RFP FOR STATE – SYSTEM INTEGRATOR**

**VOLUME – III**

**VOLUME – III: CONTRACTUAL AND LEGAL TERMS**

**E-GOVERNANCE MISSION MODE PROJECT (MMP)**

**GOVERNMENT OF GOA**

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**LIST OF ABBREVIATIONS**

<b>S.NO</b>	<b>TERM</b>	<b>DEFINITION</b>
1.	<b>ADGP</b>	Additional Director General of Police
2.	<b>AIG</b>	Assistant Inspector General of Police
3.	<b>ASI</b>	Assistant Sub Inspector
4.	<b>ASP</b>	Additional Superintendent of Police
5.	<b>CCIS</b>	Crime & Criminal Information System
6.	<b>CID</b>	Crime Investigation Department
7.	<b>CIPA</b>	Common Integrated Police Application
8.	<b>CRO</b>	Crime Record Office
9.	<b>CSP</b>	City Superintendent of Police
10.	<b>DC</b>	Deputy Commissioner
11.	<b>DCRB</b>	District Crime Records Bureau
12.	<b>DGP</b>	Director General of Police
13.	<b>DIG</b>	Deputy Inspector General of Police
14.	<b>DSP</b>	Deputy Superintendent of Police
15.	<b>GRP</b>	Government Railway Police
16.	<b>HC</b>	Head Constable
17.	<b>IGP</b>	Inspector General of Police
18.	<b>NCRB</b>	National Crime Records Bureau
19.	<b>NIC</b>	National Informatics Centre
20.	<b>GOA POLICE</b>	Police Headquarter
21.	<b>PP</b>	Public Prosecutor
22.	<b>RI</b>	Reserve Inspector
23.	<b>RTO</b>	Regional Transport Office
24.	<b>SB</b>	Special Branch
25.	<b>SCRB</b>	State Crime Records Bureau
26.	<b>SDPO</b>	Sub Divisional Police Officer
27.	<b>SI</b>	System Integrator
28.	<b>SP</b>	Superintendent of Police
29.	<b>SPMU</b>	State Project Monitoring Unit
30.	<b>SWAN</b>	State Wide Area Network

## 1 INTRODUCTION

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### 1.1 Project Background

Availability of relevant and timely information is of utmost importance in conduct of business by Police, particularly in investigation of crime and in tracking & detection of criminals. Police organizations everywhere have been handling large amounts of information and huge volume of records pertaining to crime and criminals. Information Technology (IT) can play a very vital role in improving outcomes in the areas of Crime Investigation and Criminals Detection and other functioning of the Police organizations, by facilitating easy recording, retrieval, analysis and sharing of the pile of Information. Quick and timely information availability about different facets of Police functions to the right functionaries can bring in a sea change both in Crime & Criminals handling and related Operations, as well as administrative processes.

Creation and maintenance of databases on Crime & Criminals in digital form *for sharing by all* the stakeholders in the system is therefore very essential in order to effectively meet the challenges of Crime Control and maintenance of public order. In order to achieve this, *all the States should meet a common minimum threshold in the use of IT, especially for **crime & criminals** related functions.*

The CCTNS project is to be implemented in a manner where the major role would lie with the State Governments in order to bring in the requisite stakes, ownership and commitment, and only certain core components would be in the hands of the Central Government, apart from the required review and monitoring of project implementation on a continuing basis.

With the launching of CCTNS, the erstwhile Common Integrated Police Application (CIPA) programme would be subsumed into it in a manner that the work already done there under is not disrupted. So far, 2,760 police stations, out of a total of around 14,000 police stations across the country, have been covered under the Scheme.

The broad objectives of the CCTNS project are streamlining investigation and prosecution processes, strengthening of intelligence gathering machinery, improved public delivery system and citizen-friendly interface, nationwide sharing of information across on crime and criminals and improving efficiency and effectiveness of police functioning. It will also:

1. Facilitate collection, storage, retrieval, analysis, transfer and sharing of data and information among Police Stations, District, State Headquarters and other organization/agencies, including those at Government of India level.
2. Help in enabling and assisting the senior Police Officers in better management of Police Force.
3. Help in Keeping track of the progress of the crime and criminal investigation and prosecution Cases, including progress of cases in the court.
4. Help in reducing the manual and redundant record keeping.

Additional information can be found on NCRB website (<http://ncrb.nic.in>)

## **1.2 STRUCTURE OF RFP**

The RFP document consists of three volumes:

- **RFP Volume I:** Technical and Functional Requirements
- **RFP Volume II:** Commercial and Bidding Terms
- **RFP Volume III:** Contractual and Legal Specifications

This is the **Volume III of the SI RFP** that comprises **Contractual and Legal Specifications** for the implementation of CCTNS project.

## **1.3 GOALS OF THIS RFP**

The primary goal of this RFP is solicit proposals from the interested bidders to be selected as the System Integrator (SI) for the state of Goa through a competitive bidding process. This volume of RFP intends to bring out all the details with respect to the solution and other requirements that are deemed necessary to share with the potential bidders. The goals of RFP are further elaborated below:

- To seek proposals from potential bidders for providing the “bundle of services” in implementing and managing the CCTNS solution in the State of Goa.
- To understand from the bidders how they propose to meet the technical and operational requirements of CCTNS.
- To ascertain how potential bidders propose to deliver the services and sustain the demand and growth in the requirements.

- To ascertain from bidders on how they will ensure scalability and upgradeability of the infrastructure and solution proposed to be deployed.
- To understand from the bidders as to how they intend to innovate further on this service delivery model.

The Department of Police, State of Goa (through CCTNS Apex Committee and Empowered Committee) shall be the final authority with respect to qualifying a bidder through this RFP. Their decision with regard to the choice of the System Integrator (SI) who qualifies through this RFP shall be final and the State Administration reserves the right to reject any or all the bids without assigning any reason. The State Administration further reserves the right to negotiate with the selected agency to enhance the value through this project and to create a more amicable environment for the smooth execution of the project.

## **2 Draft Master Services Agreement**

The successful bidder for the SI would enter into the Master Service Agreement (MSA) with Department signed by the GOA POLICE. This also includes a separate schedule on Service Level Agreement (SLA).

- Given below is a draft of the MSA.
- Schedule VIII of the MSA provides a draft SLA.
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Note: Any changes required to be made to these two drafts shall be communicated to all the bidders, within a period of 15 days from the date of issue of this RFP.

### **2.1 Master Services Agreement (MSA)-Draft**

THIS MASTER SERVICE AGREEMENT (“MSA”) is made this day of \_\_\_\_\_, by and between:

#### **(i) PARTIES**

This Contract (“Contract”) is entered into by and between the Government of Goa, acting by and through *Department of Police*, located at *Police Headquarters, Panaji*, Goa hereinafter referred to as ‘**GOA POLICE**’ (which term shall so far as the context admits be deemed to



mean and include its divisions subsidiaries, affiliates and their successors and assigns) **OF THE FIRST PART**

And

(ii) \_\_\_<name of the company>\_\_\_, a company registered under the Indian Companies Act, 1956 represented by \_\_\_\_\_ (hereinafter referred to as the '**System Integrator**' or '**SI**', which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors or permitted assigns) represented through its \_\_\_ <designation of authorized person>\_\_\_, who is duly authorized by the System Integrator to execute this agreement, of the **SECOND PART**.

### **RECITALS**

WHEREAS

- A. The GOA POLICE intends to enable and augment the design, development, implementation, management & maintenance of the 'Crime and Criminal Tracking and Network System' or 'CCTNS' (as defined hereinafter) involving, inter alia, the development of software & maintenance of CCTNS in India with the ultimate objective of providing all CCTNS-related services to the citizens, Government and the other "Stakeholders" (as defined hereinafter) in an efficient, convenient and transparent manner.
- B. The GOA POLICE undertook selection of a suitable contractor, adopting an open tender process, through competitive bidding for implementing the CCTNS Project and issued a Request for Proposal ('RFP') dated [<<>>];
- C. The System Integrator has been selected as the successful bidder to undertake the CCTNS Project including integration, configuration, customization and extension of CCTNS Core Application Software, establishment of network connectivity, deployment of hardware, Site preparation, data migration and digitization of historical data, Change management & Capacity Building, Handholding support and Operation & maintenance for Police Stations, SDPOs and other Higher offices to achieve the defined objectives as mentioned in the scope of work in Section 5 Volume I RFP and desired service levels for CCTNS in India.
- D. The GOA POLICE intends to accord to the System Integrator the mandate to undertake and implement the State CCTNS Project on the terms and conditions set forth below.

E. The System Integrator in pursuance of its proposal no. ----- Dated ----- (“Response to RFP”) undertakes to implement the CCTNS Project stated hereinabove.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS AND CONDITIONS HEREIN CONTAINED, IT IS HEREBY AGREED BETWEEN THE PARTIES:**

*The GOA POLICE and the System Integrator (each individually a “Party” hereto and collectively the “Parties”) have agreed to enter into this MSA to govern the way in which the System Integrator shall implement and execute the CCTNS Project under this MSA and the Service Level Agreement (“SLA”).*

## **Article I - Definitions & Interpretation**

### **2.2 Definitions**

**In this MSA, unless the context requires otherwise:**

- i. “Agreement”** means this Master Service Agreement together with the contents and specifications set out in all the volumes of the RFP;
- ii. “Applicable Laws”** includes all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental authority, tribunal, board, court or other quasi-judicial authority;
- iii. “Bidder” or “Prime Bidder”** means Agencies / Companies which are shortlisted through the invitation of Request for proposal (RFP) exclusive done for ‘CCTNS Project’.
- iv. “Bespoke Software”** means the software designed, customized, developed, tested and deployed by the System Integrator for the purposes of rendering the Services to the Stakeholders of the Project and includes the source code along with associated documentation, which is the work product of the development efforts involved in the Project and the improvements and enhancements effected during the term of the Project, but does not include the third party software products (except for the customization components on such products), proprietary software components and tools deployed by the System Integrator, and which, i.e., the bespoke software, shall be solely owned by the GOA POLICE;

- v. **“Conditions Precedent for the Project Implementation Phase”** shall have the meaning assigned to it in Article 2.4.1;
- vi. **“Conditions Precedent for the Project Operations and Maintenance Stage”** shall have the meaning assigned to it in Article 2.4.2;
- vii. **“Confidential Information”** means all information including Project 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 (whether a Party to this MSA or to the SLA) 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 or to the SLA);
- viii. **“Control”** means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of any entity, whether through the ownership of voting securities, by agreement or otherwise;
- ix. **“Data Centre” or “DC”** means the primary centre where data, software, computer systems and associated components, such as telecommunication and storage systems, redundant or backup power supplies, redundant data communications, environment controls and security devices are housed and operated from;
- x. **“Disaster Recovery Centre” or “DRC”** means the centre that is designed to act as the Data Centre on occurrence of a disaster / non-functioning of the DC;
- xi. **“Deliverables”** means the products, infrastructure and services agreed to be delivered by the System Integrator in pursuance of the Agreement as listed in Volume III of the RFP and defined more elaborately in Volumes I and II of the RFP and the Operations & Maintenance Stage and includes all documents related to the solution, user manual, business designs, training materials, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines and source code and all respective modifications;
- xii. **“Effective Date”** means the date on which the MSA is signed by both the Parties;
- xiii. **“GO-Live”** means the State CCTNS has been successfully implemented and all the desired technical, functional and non functional requirements stated in the RFP have been met by System Integrator which includes integration, configuration, customization, extension and third party audit by STQC or other designated agency of CCTNS Core Application Software, establishment of

network connectivity, deployment of hardware, Site preparation, data migration and digitization of historical data, Change management & Capacity Building, Handholding support and Operation & maintenance for Police Stations, SDOPs and other Higher offices. It is expected that SI would complete the implementation of State CCTNS within 12 months from the Effective Date.

- xiv. **“System Integrator Proprietary Information”** shall mean Proprietary Information of the System Integrator and shall include all modifications, enhancements and other derivative works of SI;
- xv. **“Implementation Sites” or “Project Locations”** shall mean any or all the locations (including DC, DR, Department locations including Police Stations, Higher & other offices), where CCTNS Project is to be implemented by System Integrator pursuant to the Agreement;
- xvi. **“Intellectual Property Rights”** means and includes all rights in the Bespoke Software, its improvements, upgrades, enhancements, modified versions that may be made from time to time, database generated, compilations made, source code and object code of the software, the said rights including designs, copyrights, trademarks, patents, trade secrets, moral and other rights therein;
- xvii. **“Listed Assets”** means entire hardware and software, or any other information technology infrastructure components which are to be purchased by the SI for and on behalf of GOA POLICE.
- xviii. **“Master Services Agreement” or “MSA”** shall mean this master services agreement together with the schedules attached hereto.
- xix. **“Material Adverse Effect”** means material adverse effect on (a) the ability of the SI to perform/discharge any of its duties/obligations under and in accordance with the provisions of this MSA and/or SLA; and/or (b) the legal validity, binding nature or enforceability of this MSA and/or the SLA.
- xx. **“Operations and Maintenance” or “O&M”** means the services to be rendered, as per the SLA, during the period commencing from the “Go-Live date” till the expiry or termination of the Master Service Agreement;
- xxi. **“Project Operations and Maintenance Stage”** means the phase in which O&M is to be carried out by the System Integrator for 5 years period, after declared Go-live.
- xxii. **“Performance Guarantee” or “Performance Bank Guarantee”** shall mean an unconditional and irrevocable bank guarantee provided by a Nationalized Bank to GOA POLICE on behalf of the System Integrator amounting to 10% of the agreement value, pursuant to the Agreement. The Performance Guarantee shall

be valid for a period Sixty (60) months after the Go-Live date, unless extended pursuant to the Agreement;

- xxiii. **“Project Assets” or “Assets”** shall mean to include (i) Listed Assets and (ii) entire hardware and software, or any other information technology infrastructure components used for the CCTNS Project and other facilities leased / owned by the System Integrator to be used for the delivery of the Services pursuant to the Agreement.
- xxiv. **“Project Data”** means all proprietary data of the Project generated out of the Project operations and transactions, documents and related information including but not restricted to user data which the System Integrator obtains, possesses or processes in the context of providing the Services to the users pursuant to this MSA and the SLA;
- xxv. **“Nodal Officer, CCTNS”**, means the Inspector General, Special Branch, Department of Police, Government of Goa who is to be responsible for discharging all the responsibilities under the CCTNS project.
- xxvi. **“Project Implementation”** means the implementation of CCTNS Project as per the testing standards and acceptance criteria prescribed in the Agreement;
- xxvii. **“Project Implementation Phase”** means the period between the Effective Date and the Go-Live date, it is expected that the Implementation would be done by SI in a period of 12 Months from the Effective Date;
- xxviii. **“Project Implementation Completion date” / “Go-Live date”** means the date on which the proposed CCTNS System is completely operational as per the functional, technical and operational requirements specified in the Volume I of the RFP have been met by System Integrator which includes integration, configuration, customization, extension and third party audit by STQC or other designated agency of CCTNS Core Application Software, establishment of network connectivity, deployment of hardware, Site preparation, data migration and digitization of historical data, Change management & Capacity Building, Handholding support and Operation & maintenance for Police Stations, SDPOs and other Higher offices are successfully concluded to the satisfaction of GOA POLICE.
- xxix. **“Proprietary Information”** means processes, methodologies and technical and business information, including drawings, designs, formulae, flow charts, data and computer programs already owned by, or granted by third parties to a Party hereto prior to its being made available under this MSA, or the SLA;
- xxx. **“Project Proprietary Information”** shall mean Proprietary Information of the GOA POLICE provided to the System Integrator for providing the Services and

include all modifications, enhancements and other derivative works of such Project Proprietary Information arising as a result of Services rendered by the System Integrator,

- xxx. **“RFP” or “Request for Proposal”** means the documents containing the Technical, Functional, Operational, Commercial and Legal specifications for the implementation of the Project, issued in 3 volumes (referred to as Volume I, Volume II and Volume III) and includes the clarifications, explanations and amendments issued by GOA POLICE from time to time.
- xxxii. **“Replacement System Integrator”** means any third party that the GOA POLICE may appoint to replace the System Integrator upon expiry of the Term or otherwise termination of this MSA or the SLA to undertake the Services or part thereof;
- xxxiii. **“Service Level”** means the level of service and other performance criteria which will apply to the Services as set out in Schedule VIII on SLA;
- xxxiv. **“Service Level Agreement” or “SLA”** means the agreement on service levels between System Integrator and GOA POLICE, in terms of the Service Level requirements as per the model set out in Schedule VIII of this MSA;
- xxxv. **“Services”** means the contents and services to be rendered during the Project Implementation Phase and the Operation and Management Phase including but not limited to the services to be delivered to the Stakeholders as specified in the RFP.
- xxxvi. **“Stakeholders”** mean all stakeholders, as defined in Volume I of the RFP.
- xxxvii. **“State Modules”** means the state specific modules designed, developed, implemented, enhanced and maintained by the State System Integrator based on data exchange guidelines issued by the central SDA.
- xxxviii. **“System Integrator”** means the agency selected by the Department, which is responsible for integration, configuration, customization and extension of CCTNS Core Application Software, establishment of network connectivity, deployment of hardware, Site preparation, data migration and digitization of historical data, Change management & Capacity Building, Handholding support and Operation & maintenance for Police Stations, SDPOs, Circle and other Higher offices.
- xxxix. **“Third Party Systems”** means systems (or any part thereof) in which the Intellectual Property Rights are owned by a third party and to which System Integrator has been granted a license to use and which are used in the provision of Services;

- xI. **“Third Party Agency”** means the agency appointed by the GOA POLICE for the purpose of certification of the hardware and software by conducting various types of tests.
- xII. **“CCTNS” or “CCTNS Solution”** means an application developed for use by the Police Department as an outcome of the effort of the Government of India to modernize the Police force giving top priority to enhancing outcomes in the areas of Crime Investigation and Criminals Detection, information gathering, and its dissemination among various Police organizations and units across the country, and in enhancing Citizen Services.
- xIII. **“CCTNS Project” or “Project”** means the project involving System design, development, hardware deployment, establishment of Network connectivity between police location across the state, training of Police Personnel, implementation, and maintenance of the overall solution as per terms and conditions laid down in the RFP and in conformance to the SLA;
- References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it.
  - Words denoting the singular shall include the plural and vice versa and words denoting natural persons shall include firms and corporations and vice versa. A word denoting a gender includes all genders.
  - Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and similar words refer to this MSA as a whole and not to any particular Article or Schedule. The term Articles, refers to Articles 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" applicable to India unless otherwise stated. The words "writing" and "written" mean "in documented form", whether electronic or hard copy, unless otherwise stated.
  - 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.
  - Ambiguity and Discrepancy: In case of ambiguities or discrepancies within the Agreement, the following shall apply:
    - i. Between two Articles of this MSA, the provisions of specific Articles relevant to the issue under consideration shall prevail over those in other Article;

- ii. Between the dimension scaled from the Design and Drawings and its specific written dimension, the latter shall prevail;
- iii. Between any value written in numerals and that in words, the latter shall prevail; and
- iv. Between the provisions of this MSA and any other documents forming part of the Agreement, the former shall prevail.

## **2.3 Structure**

This MSA shall operate as a legally binding services agreement for the CCTNS Project specifying the master terms which apply to the Parties under this MSA and to the provision of the Services by the System Integrator to the Stakeholders as per Schedule VIII on SLA.

## **2.4 Conditions precedent**

### **2.4.1 Conditions Precedent for the Project Implementation Phase**

Subject to express terms to the contrary, the rights and obligations of the Parties in respect of the Project Implementation Phase shall be effective only upon fulfilment of all the conditions precedent which are set out in the Article 2.4.1 (“Conditions Precedent for the Project Implementation Phase”). However, the GOA POLICE, may at any time at its sole discretion waive fully or partially any of the aforesaid conditions precedent for the System Integrator. The following conditions precedent needs to be fulfilled by the System Integrator:

- a. Provide Performance Bank Guarantee specified in Section 2.1 of Volume II of the RFP, to the GOA POLICE;
- b. Provide the GOA POLICE certified true copies of its constitutional documents and board resolutions authorizing the execution, delivery and performance of this MSA and the SLA;

### **2.4.2 Conditions Precedent for the Project Operations and Maintenance Stage**

Subject to express terms to the contrary, the rights and obligations of the Parties in respect of the Project Operations and Maintenance Stage shall be effective only upon fulfilment of all the conditions precedent set out in this Article 2.4.2 (“Conditions Precedent for the Project Operations and Maintenance Stage”). However, the GOA POLICE, may at any time at its



sole discretion waive fully or partially any of the aforesaid conditions precedent for the System Integrator. The following conditions precedent needs to be fulfilled by the System Integrator (SI):

- a. The CCTNS application is designed, developed, tested, audited and certified before “Go-Live” date in accordance with respective provisions of the RFP;
- b. The IT and non-IT infrastructure is established for CCTNS Application as required (including Network connectivity for Police Stations, Higher Offices & Other offices)
- c. The ownership of the assets namely, Networking Components, Other hardware (including PC, UPS, MFP, DG sets etc.) CCTNS Application (i.e. the solution, asset and Bespoke Software) and System Software (in the form of licenses obtained in favour of Department of Police, Government of Goa) is passed on to GOA POLICE within a period of 15 days from the date of certification of such assets by the 3rd Party appointed by the GOA POLICE; and Project is declared Go-Live by GOA POLICE;
- d. The CCTNS Project at the Police Headquarters, Goa including all 2 Police districts of the Goa State should have run successfully for 3 months, to the satisfaction of the GOA POLICE and the SI shall have been granted requisite certification thereafter as per the Agreement.
- e. SI has to get the State CCTNS Application audited by 3rd party (STQC or any other designated party) before the Go-Live date.
- f. The relevant provisions set out in the Exit Management Schedule as per Schedule II hereof are complied with and formalities contained therein fulfilled to the reasonable satisfaction of the GOA POLICE.

#### **2.4.3 Non-fulfilment of Conditions Precedent for the Project Implementation Phase**

- a. In the event that any of the Conditions Precedent for the Project Implementation Phase has not been fulfilled within 30 days of the Effective Date and the same has not been waived by the GOA POLICE fully or partially, this MSA shall stand terminated as of that date, at the sole discretion of the GOA POLICE.
- b. Notwithstanding anything contained to the contrary, in the event of termination of this MSA, on account of non-fulfilment of the Conditions Precedent for the Project Implementation Phase, the GOA POLICE shall not be liable in any manner whatsoever to the SI and the GOA POLICE shall forthwith invoke the Performance Bank Guarantee and forfeit the guaranteed amount. Such termination and forfeitures

shall be without prejudice or other rights of the GOA POLICE under law or Agreement.

- c. In the event that vacant possession of any of the Project facilities and/or Project Data has been delivered to the SI prior to the fulfilment of all of the Conditions Precedent for the Project Implementation Phase, upon the termination of this MSA such possession shall immediately revert to the GOA POLICE, free and clear from any encumbrances or claims.
- d. Instead of terminating this MSA as provided in Article 2.4.3 (a) above, the GOA POLICE, may extend the time for fulfilling the Conditions Precedent and the milestones set out in this MSA. It is clarified that any extension of time shall be subject to imposition of agreed liquidated damages on the SI linked to the delay in achieving the milestone.

## **2.5 Obligations under the SLA**

The SLA shall be a separate contract in respect of this Agreement and shall be entered into concurrently with this Agreement between Client and System Integrator;

In relation to any future SLA entered into between the Parties; each of the Parties shall observe and perform the obligations set out herein.

### **2.5.1 Change of Control**

- a. In the event of a change of control of the System Integrator during the Term, the
- b. SI shall promptly notify Client and/or its nominated agencies of the same in the format set out in section 18 of this Agreement.
- c. In the event that the net worth of the surviving entity is less than that of System Integrator prior to the change of control, the Client or its nominated agencies may within 30 days of becoming aware of such change in control, require a replacement of existing Performance Guarantee furnished by the SI from a guarantor acceptable to the Client or its nominated agencies (which shall not be System Integrator or any of its associated entities).
- d. If such a guarantee is not furnished within 30 days of the Client or its nominated agencies requiring the replacement, the Client may exercise its right to terminate the SLA and/ or this Agreement within a further 30 days by written notice, to become effective as specified in such notice.

- e. Pursuant to termination, the effects of termination as set out in section 7 of this Agreement shall follow.

For the avoidance of doubt, it is expressly clarified that the internal reorganization of the System Integrator shall not be deemed an event of a change of control for purposes of this Clause unless the surviving entity is of less net worth than the predecessor entity.

### **2.5.2 Final testing and certification**

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

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

components of the Project to deliver the services in perfect conformity with this Agreement

The Parties shall each ensure that the range of the Services under the SLA shall not be varied, reduced or increased except with the prior written agreement between the Client and System Integrator in accordance with the Change Control Schedule set out in Schedule II of this Agreement. Save for the express terms of the Terms of Payment Schedule set out as Schedule VI of this Agreement, Client or its nominated agencies and its users may purchase any particular category of Services that may become necessary as per the Change Control Schedule set out in Schedule II of this Agreement, without the need to go for a separate procurement process

### **3 Article II – Scope of CCTNS Project**

#### **3.1 Scope of agreement**

This MSA shall govern the provision of the services by the System Integrator (SI), listed hereunder and more fully described in Volume I & II of the RFP, in conformance with the SLA, to all the Stakeholders. It is anticipated that new or renewal agreements may be undertaken by creating a separate SLA, with schedules and exhibits as required, under this MSA for each engagement.

For the Services to be provided by the SI under the Agreement, please refer the Section 3 of RFP Volume II of the RFP, which includes detailed description of the scope of work. The time frame, within which the various activities and tasks relating to the scope of work have to be executed, is given in **Schedule IX** of the MSA. The SI shall strictly adhere to the schedule for implementation of the Project, as specified in the Implementation Schedule (Schedule IX of this MSA).

#### **3.2 Period of agreement**

The MSA shall come into effect on the Effective date and shall continue for a period of Five (5) years from the “Go-Live” date of the CCTNS Application, unless terminated earlier in accordance with terms of this MSA (“**Term**”). The request and the response thereto shall be made in writing for extension term. The Performance Bank Guarantee provided shall also be suitably extended.

### **3.3 Scope and provision of the services**

- a. The provision of Services to the Stakeholders with certainty and speed is the essence of the Agreement between the Parties.
- b. The SI represents that it is a competent and efficient provider of a variety of information technology and business process management services. The SI will keep abreast of the relevant technical, managerial and operational requirements applicable to the provision of the Services and best practices in this area and will share their knowledge with the GOA POLICE, regarding matters which would assist the GOA POLICE, in its use of the Services, provided that System Integrator shall not be obligated to share other client information or Confidential Information of the System Integrator not relevant to the Agreement.
- c. The Services shall be performed by the SI pursuant to terms under the SLA as detailed out in Schedule VIII of this MSA.
- d. The SI shall perform the Services (a) in a good professional manner commensurate with professional industry and technical standards which are generally in effect for international projects and innovations pursuant thereon similar to those contemplated by the Agreement, (b) so as to comply with the applicable Service Levels, in accordance with the terms set out in this MSA and the terms of SLA as specified in Schedule VIII of this agreement.
- e. No Party to this MSA or the SLA will at any time perform, or omit to perform, any act which they are aware, at the time of performance, will place the other Party in default under any insurance policy, mortgage or lease, governing activities at any location provided by the GOA POLICE.

### **3.4 Approvals and required consents**

- a. The Parties will cooperate reasonably to obtain, maintain and observe all relevant and customary regulatory and governmental licenses, clearances and applicable approvals (hereinafter the "Approvals") necessary for the SI to undertake implementation of the CCTNS Project and provide the Services. The costs of such Approvals shall be borne by the SI.
- b. Both Parties will give each other all co-operation and information reasonably required to meet their respective obligations under the Agreement.
- c. The GOA POLICE shall assist System Integrator in obtaining the approvals. In the event that any approval is not obtained, the System Integrator and the GOA POLICE will co-operate with each other in achieving a reasonable alternative arrangement as

soon as reasonably practicable for the GOA POLICE, to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such approval is obtained. The System Integrator shall be relieved of its obligations to provide the Services and to achieve the Service Levels until the approvals are obtained if and to the extent that the System Integrator's obligations are dependent upon such approvals provided the delay in such approval is caused for reasons not attributable to the System Integrator.

### **3.5 Use and Acquisition of Project Assets**

#### **3.5.1 Procurement of Listed Assets:**

- a. The SI shall conduct proper testing and analysis of the proposed Listed Assets to ensure that they fulfil the requirements of the CCTNS Project, pursuant to the Agreement.
- b. The SI shall submit the testing results, its analysis and its own recommendation about the Listed Assets to the GOA POLICE for approval.
- c. After obtaining the required approval from the GOA POLICE, the SI shall purchase the proposed Listed Assets from the vendors of repute, on behalf of GOA POLICE.
- d. The SI shall ensure that all the Listed Assets comply with all the requirements pursuant to the Agreement.

#### **3.5.2 Use of the Project Assets**

During the Term of the MSA, the System Integrator shall:

- a. Take all reasonable and proper care of the Project Assets and control of such Project Assets which will include all upgrades/ enhancements and improvements to meet the current needs of the CCTNS Project; and
- b. Keep all the tangible Project Assets in as good and serviceable condition and/or the intangible Project Assets suitably upgraded, subject to the relevant standards as stated in Volume I of the RFP as at the date the SI takes control of and/ or first uses the Project Assets and during the entire Term of the Agreement; and
- c. Ensure that any instructions or manuals supplied and provided by the manufacturer of the Project Assets for their use to the System Integrator will be

- followed by the SI and any person(s) who will be responsible for the use of the Assets; and
- d. Take such steps as may be properly recommended by the manufacturer of the Project Assets and notified to the System Integrator or as may, in the reasonable opinion of the System Integrator, be necessary to use them in a safe manner; and
  - e. To the extent that the Project Assets are under the control of the System Integrator, keep the Project Assets suitably housed and in conformity with any statutory requirements from time to time applicable to them; and
  - f. Provide permission to the GOA POLICE and any persons duly authorized by him/her to enter any land or premises on which the Project Assets are for the time being sited so as to inspect the same, subject to any reasonable third party requirements; and
  - g. Not knowingly or negligently use or permit any of the Project Assets to be used in contravention of any statutory provisions or regulation or to law; and
  - h. Use the Project Assets exclusively for the purpose of providing the Services as appropriate; and
  - i. Not sell, offer for sale, assign, mortgage, pledge, sub-let or lend out any of the Project Assets; and
  - j. Use the Project Assets only in accordance with the terms hereof and those contained in SLA; and
  - k. Obtain and/ or maintain standard forms of comprehensive insurance policy including liability insurance, system and facility insurance and any other insurance for the personnel, assets, data, software, etc. to be used for the Project; and
  - l. Transfer the ownership of all the Project Assets (not already with the GOA POLICE, including but not limited to the project documentation which is the work product of the development efforts involved in the Project) within 30 days of the acceptance of the same by GOA POLICE upon testing and/ or audit , to the GOA POLICE in accordance with the terms of this MSA; and
  - m. Ensure the integration of the software with hardware to be installed and the current Assets in order to ensure the smooth operations of the entire solution architecture to provide efficient services to all the Stakeholders of CCTNS Project in an efficient and speedy manner; and
  - n. Obtain an approval (i.e. sign off) from the GOA POLICE at each stage is essential to close each of the above considerations.

### **3.5.3 Access to SI or its nominated agencies to Project Location**

- a. For so long as the System Integrator provides Services from any Project Location on a non-permanent basis and to the extent necessary for the System Integrator to provide the Services and at no cost to the nominated agency, the GOA POLICE, shall, subject to compliance by the System Integrator with any safety and security guidelines which may be notified by the GOA POLICE to the System Integrator in writing, provide the SI and nominated agency with:
  - (i) reasonable access, in the same manner granted to Project employees, to Project Locations twenty-four hours a day, seven days a week; and
  - (ii) Access to office equipment as mutually agreed and other related support services in such location and at such other Project Location, if any, as may be reasonably necessary for the System Integrator to perform its obligations hereunder and under the SLA.
- b. Locations and items shall be made available to the System Integrator on an "as is, where is" basis by the GOA POLICE. The System Integrator agrees to ensure that its employees, agents and contractors do not use the location, services and items :
  - (i) for the transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or
  - (ii) In a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality).

## **4 Article III – Management**

### **4.1 Governance**

The review and management process of this MSA shall be carried out in accordance with the Governance Framework (Schedule IV of this MSA) and shall cover all the management aspects as set out in the RFP.

### **4.2 Use of services**

- a. The GOA POLICE or its nominated agencies will undertake and use the Services in accordance with the instructions or procedures formulated by the SI for such usage and mutually agreed by the Parties from time to time.



- b. The GOA POLICE or its nominated agencies shall be responsible for the operation and use of the Deliverables resulting from the Services provided by or on behalf of the SI.

### **4.3 Changes**

Unless expressly dealt with elsewhere in this MSA, any changes under or to this MSA or under or to the SLA shall be in accordance with Change Control Schedule as mentioned in the MSA. The Change request and the response thereto shall be made in writing, mutually agreed by both the parties.

### **4.4 Security and safety**

- a. The SI will comply with the directions issued from time to time by the GOA POLICE and the standards related to the information security and safety so far as it applies to CCTNS Project.
- b. Each Party to the SLA shall also comply with Project's information technology security standards and policies in force from time to time at each location of the Project. Any violation by the SI to this will be communicated by the GOA POLICE in writing in.
- c. The Parties to the SLA shall use reasonable endeavours to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the Project's data, reports, facilities or Confidential Information.
- d. The SI shall upon request by the GOA POLICE or its nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
- e. The Parties under the SLA shall promptly report in writing to each other any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at Project Location.
- f. Any private, proprietary or classified information of the disclosing party which has to be made available by the receiving party to a third party, shall be submitted to such a third party with the same restrictions as included in this Article.
- g. SI undertakes to meet the security requirements/stipulations, laid down by the Department. All the matters related to the Agreement will be treated as classified and highly confidential and shall not be communicated to anybody (except for the

purpose of this MSA) or published/advertised without the written consent of the GOA POLICE.

#### **4.5 Co-operation**

Except as otherwise provided elsewhere in this MSA or the SLA, each Party ("Providing Party") to this MSA or to the SLA 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. is reasonably required by the Receiving Party in order for it to comply with its obligations under this MSA or the SLA; and
- ii. is not Confidential Information; and
- iii. is capable of being provided by the Providing Party and
- iv. 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 Agreement.

### **5 Article IV - Financial Terms**

#### **5.1 Terms of payment and service credits and debits**

- a. In consideration of the Services and subject to the provisions of this MSA and of the SLA, the GOA POLICE shall pay the SI, in accordance with the Terms of Payment Schedule (Schedule VI of this MSA).
- b. All payments are subject to the application of liquidated damages / penalties defined and provided for in this MSA and the SLA. It is clarified here that the GOA POLICE will pay for the services as stated in accordance with the Terms of Payment Schedule (Schedule VI of this MSA) and the GOA POLICE can also calculate a financial sum and debit the same against the terms of payment as defined in the Terms of Payment Schedule as a result of the failure of the SI to meet the Service Level under the SLA OR to meet implementation timelines as set out in Schedule IX, such sum being determined in accordance with the terms set out in this MSA and the SLA.
- c. Except as otherwise provided for herein or as agreed between the Parties in writing, the GOA POLICE shall not be required to make any payments in respect

of the Services other than those covered by the terms of payment as stated in the Terms of Payment Schedule (Schedule VI of this MSA).

- d. Validity of the prices finalized after opening the bid (and negotiations thereafter, if any) with the bidder shall be as per the terms in Volume II of the RFP.
  - i. Moreover, the prices finalized shall be remain valid for entire Project Term / extended term, against the Commercial Bid format for the services under commercial bid.
- e. Price validity for the components above shall be unconditional by the SI for the Project Term.
- f. Refer to 'e' above; the price of the services may go down due to global trend, GOA POLICE can do price discovery from time to time. Furthermore, GOA POLICE shall also have first right of refusal to purchase the services & components in Para (e) from the SI; or going for re-bidding for these Services. In such scenario, SI has to ensure that all the necessary documents for CCTNS Project are being updated, shared with the Department and/or its Replacement System Integrator; provide complete handholding (including knowledge transfer) and other obligation of the MSA & RFP terms & conditions.

## **5.2 Invoicing and settlement**

The provisions of the Invoicing & Settlement Schedule (Schedule V of this MSA) shall apply.

## **5.3 Tax**

- a. The GOA POLICE shall be entitled to deduct taxes from the amounts due and payable to the SI wherever applicable as per the Applicable Laws. The SI shall pay for all other taxes in connection with the Agreement, and SLA including, but not limited to, property, sales, use, excise duty, value-added, goods and services, consumption and other similar taxes or duties. The GOA POLICE shall provide SI with the original tax receipt of any withholding taxes paid for CCTNS Project on payments under the Agreement. The System Integrator agrees to reimburse and hold the GOA POLICE harmless from any deficiency (including penalties and interest) relating to taxes that are its responsibility under this paragraph. For the purposes of this MSA, taxes shall include taxes incurred on transactions connected with the Project involving the GOA POLICE, the System Integrator and/or any third party subcontractors.

- b. In the event of any increase or decrease of the rate of taxes due to any statutory notification/s during the Term the consequential effect shall be to the account of the System Integrator.
- c. The Parties shall cooperate to enable each Party to accurately determine its own tax liability and to minimize such liability to the extent legally permissible. In connection therewith, the Parties shall provide each other with (i) any resale certificates, (ii) any relevant information regarding use of out-of-state materials, equipment or services and (iii) any exemption certificates or information reasonably requested by the other Party.

## **6 Article V – Termination**

### **6.1 Breach, Rectification and Termination**

In the event that either Party is in material breach of its obligations under this MSA or the SLA, the aggrieved Party may terminate this MSA upon notice to the other Party. Any notice served pursuant to this Article shall give reasonable details of the material breach, which could include the following events:

- a. If there is breach which translates into default in providing Services by the SI pursuant to the Agreement, continuously for more than one week, then the GOA POLICE, will serve a seven days notice to SI for curing such breach. In case the breach continues after the notice period, the GOA POLICE will have the option to terminate the MSA at the end of the notice period.
- b. In case there is a delay of more than 4 weeks in completion of the Pilot Implementation Phase by the System Integrator, the GOA POLICE may terminate this MSA after affording a reasonable opportunity to the System Integrator to explain the circumstances leading to such a delay.
- c. The right of the GOA POLICE to terminate the MSA and the SLA pursuant to this Article 6.1 shall be without prejudice to any other rights and remedies available to the GOA POLICE including without limitation invoking the Performance Guarantee.

### **6.2 Termination on other Grounds**

Without prejudice to any other rights and remedies available to the GOA POLICE, the GOA POLICE may serve written notice on SI at any time to terminate this MSA with immediate effect in the following events:

- a. In the event of change of Change of Control of the SI.
- b. In the event the SI has merged, amalgamated such that the net worth of the surviving entity is less than that of System Integrator (SI) prior to such merger or amalgamation.
- c. In the event of a reasonable apprehension of bankruptcy of the System Integrator:
  - i. SI shall in the event of an apprehension of bankruptcy immediately inform the GOA POLICE well in advance (at least 3 months) about such a development;
  - ii. Conversely if the GOA POLICE apprehends a similar event regarding the SI, he/ she can exercise the right of termination in the manner stated herein above.
- d. In the event where the SI's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the SI, any failure by the SI to pay any of its dues to its creditors, the institution of any winding up proceedings against the SI. In the event of the happening of any events of the above nature, the department shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor System Integrator/Service Provider, and to ensure business continuity.
- e. It is clarified that in case of events set out in Article 6.2 (a) and Article 6.2 (b), the GOA POLICE may, instead of terminating the MSA, at its sole discretion, require a full performance bank guarantee of the obligations of the SI by a guarantor acceptable to the GOA POLICE. If such a guarantee cannot be procured within 30 days of the GOA POLICE's demand, the GOA POLICE shall terminate this MSA in accordance with this Article.
- f. On termination of this MSA for any reason, the SLA shall automatically terminate forthwith and the GOA POLICE will decide the appropriate course of action.
- g. The termination provisions set out in Article V of this MSA shall apply to the SLA and "this MSA" used in this Article shall be deemed to refer to the SLA.

### **6.3 Termination for Insolvency:**

The GOA POLICE may at any time terminate the Agreement by giving written notice to the SI, without compensation to the SI, if the SI becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department.

#### **6.4 Termination for Convenience:**

The GOA POLICE may, by prior written notice sent to the SI at least 3 months in advance, terminate the Agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Department's convenience, the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective.

#### **6.5 Effects of Termination**

- a. In the event that the GOA POLICE, or the System Integrator, terminates this MSA pursuant to Article 6.1 and 6.2, inter alia the relevant provisions of the Terms of Payment Schedule (Schedule VI of this MSA) would apply.
- b. Upon termination of this MSA, the Parties will comply with the Exit Management Schedule (Schedule II of this MSA).

#### **6.6 Fraud by SI's personnel**

- GOA POLICE reserves its right to initiate civil as well as criminal action against the agents/ employees of the SI for fraud or misappropriation, besides claiming damages and indemnification. The management of the SI would also be made liable for action in case of fraud, under the applicable laws and GOA POLICE may terminate the MSA and SLA, if it is necessary to do so.

### **7 Article VI - Protection and Limitations**

#### **7.1 Warranties**

- a. The SI warrants and represents to the GOA POLICE that:
  - i. It has full capacity and authority and all necessary approvals to enter into and to perform its obligations under the Agreement;
  - ii. This MSA is executed by a duly authorized representative of SI;
  - iii. It shall discharge its obligations under this MSA with due skill, care and diligence in compliance with the applicable laws; there are no actions, suits or

proceedings pending or to its best knowledge, threatened against or affecting it before any court, administrative body or arbitral tribunal which might materially and adversely affect its ability to meet or perform any of its obligations under this MSA and the SLA.

- iv. There are no actions, suits or proceedings pending or to its best knowledge, threatened against or affecting it before any court, administrative body or arbitral tribunal which might materially and adversely affect its ability to meet or perform any of its obligations under this MSA and the SLA.
- v. It has the financial standing and capacity to undertake the CCTNS Project in accordance with the terms of this MSA and the SLA.
- vi. The execution, delivery and performance of this MSA and the SLA will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its memorandum of association and articles of association or any Applicable Laws or any covenant, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected.
- vii. It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government authority which may result in any Material Adverse Effect on its ability to perform its obligations under this MSA and/or the SLA no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this MSA and/or the SLA.
- viii. It has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a Material Adverse Effect on its ability to perform its obligations under this MSA and/or the SLA.
- ix. No representation or warranty by it contained herein or in any other document furnished by it to the GOA POLICE or its nominee including the Proposal or to any Government Authority contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading.
- x. No sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Agreement or entering into this MSA or for influencing or attempting to

influence any officer or employee of the GOA POLICE in connection therewith.

- b. In the case of the SLA, the SI additionally warrants and represents to the GOA POLICE, that:
- i. The SI has full capacity and authority and all necessary approvals to enter into and perform its obligations under the SLA and to provide the Services;
  - ii. The SLA has been executed by a duly authorized representative of the System Integrator;
  - iii. The SI is experienced in managing and providing works similar to the Services and that it will perform the Services with all due skill, care and diligence in compliance with the applicable laws;
  - iv. The Services will be provided and rendered by appropriately qualified, trained and experienced personnel;
  - v. SI has and will have all necessary licenses, approvals, consents of third parties and all necessary technology, hardware and software to enable it to provide the Services;
  - vi. The Services will be supplied in conformance with all applicable laws, enactments, orders and regulations;
  - vii. SI will use its reasonable endeavours to ensure that the equipment, software and hardware supplied and/or used in the course of the provision of the Services, are updated, new, operational and functional; and
  - viii. If SI uses, in the course of the provision of the Services, components, equipment, software and hardware manufactured by any third party which are embedded in the Deliverables or are essential for the successful use of the Deliverables, it will pass through third party manufacturer's warranties relating to those components, equipment, software and hardware to GOA POLICE to the extent possible. In the event that such warranties cannot be enforced by the GOA POLICE, the System Integrator will enforce such warranties on behalf of the GOA POLICE and pass on to the GOA POLICE, the benefit of any other remedy received in relation to such warranties.
- c. Warranties regarding Project Assets :- Without limiting the warranty obligations set out in Volume II of the RFP, the SI warrants that:
- i. The Project Assets purchased by it on behalf of GOA POLICE pursuant to the Agreement conform to technical specifications prescribed in RFP and shall perform according to the said technical specifications. The SI further warrants that such Assets are of latest version, non-refurbished, unused and recently manufactured. They shall not be nearing end of sale/ end of support.



- ii. The Project Assets shall be free from all encumbrances and defects / faults arising from design, material, manufacture or workmanship or from any act or omission of the SI, which may present a snag/fault, under normal use of the same.
- d. Representations and warranties of GOA POLICE : GOA POLICE represents and warrants to the SI that:
  - i. It has full power and authority to execute, deliver and perform its obligations pursuant to the Agreement.
  - ii. It has taken all necessary action to authorize the execution, delivery and performance of this MSA and the SLA.
- e. In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under the Agreement.
- f. Notwithstanding what has been stated elsewhere in this MSA and the Schedules attached herein, in the event the System Integrator is unable to meet the obligations pursuant to the implementation of the Projects and/or provide the Operations and Maintenance Services and any related scope of work as stated in this MSA and the Schedules attached herein, the GOA POLICE will, inter alia, have the option to invoke the Performance Guarantee after serving a written notice fifteen days in advance on the System Integrator. Such right of the GOA POLICE shall be without prejudice to any other rights or remedies available under law or agreement.

## **7.2 Third Party Claims**

- a. Subject to Article 6.2b below, System Integrator (the “Indemnifying Party”) undertakes to indemnify the GOA POLICE (the “Indemnified Party”) from and against all losses, claims or damages on account of bodily injury, death or damage to tangible personal to any person, Organisation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this MSA or the SLA.
- b. The indemnities set out in Articles 6.2 shall be subject to the following conditions:

- i. The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- ii. The Indemnified Party may at its option (but shall not be obligated to), at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defense;
- iii. If the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnified Party may at its option participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnifying Party will be included in Losses;
- iv. 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;
- v. All settlements of claims subject to indemnification under this Article will: (a) 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 for all liability in respect of such claim; and (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- vi. 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;

### **7.3 Limitation of Liability**

- a. Notwithstanding any other term, there shall be no limitation of liability in case of (i) any damages for bodily injury (including death) and damage to real property and tangible personal property and wilful fraud and/or (ii) the intellectual property infringement claims as per Article 8.1.
- b. In all other cases not covered by 'a' above, the total financial liability of the System Integrator shall be limited to the value of the Agreement, arrived at as the

sum of Capital Expenditure (CapEx) incurred by the System Integrator till the relevant date on which such liability is to be calculated and Operational Expenditure (OpEx) for a year, the CapEx being determined on the basis of the original purchase value of all the Assets being considered for CapEx calculation less depreciation and OpEx being determined in accordance with the market rate, prevailing as on the relevant date, for all service elements being considered for OpEx calculation. SI will provide the list of CapEx and OpEx items with their respective costs when asked by GOA POLICE for the same and GOA POLICE will have the right to get that list verified by any 3rd Party agency (ies) before accepting it.

- c. Neither this MSA nor the SLA 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 or the SLA, as the case may be.

#### **7.4 Force Majeure**

- a. Neither Party to this MSA or to the SLA 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 ("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 Article.
- b. The Party seeking to rely on Force Majeure shall promptly, within 2 days, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defense with particulars detailed in writing to the other Party and shall demonstrate that it has taken 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 necessary for project's implementation or the operation of Project's critical business functions for a

period in excess of 5 days, the GOA POLICE may declare that an emergency exists. However, when the situation arising out of Force Majeure comes to an end in the assessment of GOA POLICE, the following conditions shall apply:

- i. **Prior to commencement of operations:** If the event of Force Majeure had occurred prior to commencement of operations, upon its coming to an end the System Integrator shall resume normal activities under the Agreement immediately. The GOA POLICE, if it considers it necessary, may grant an extension of time to the System Integrator for resuming normal activities under this MSA. If the System Integrator does not resume normal activities immediately or within the extended period, if any, granted by the GOA POLICE, the GOA POLICE will have the option to invoke the Performance Guarantee, and obtain substitute performance from an alternate supplier at the cost of System Integrator and/or terminate this MSA.
  - ii. **Post commencement of operations:** If Force Majeure had occurred post commencement of operations, upon its coming to an end, the System Integrator shall resume normal services under this MSA immediately. The GOA POLICE, if he considers it necessary, may grant an extension of time to the System Integrator for resuming normal services under this MSA. However, the GOA POLICE, or its nominee will deduct for each day of the extension period a percentage proportionate to the number of days and the volume(s) (measured in terms of ratio to the overall volume as recorded in the previous month) expected in the affected area(s) from the next payable amount as per Terms of Payment Schedule. If normal services are not resumed immediately or within the extended time, the GOA POLICE, will have the option to invoke the Performance Guarantee and/or terminate the Agreement.
- d. All payments pursuant to termination due to Force Majeure event shall be in accordance with the Terms of Payment Schedule (Schedule VI of this MSA).
- e. Notwithstanding the terms of this Article, the failure on the part of the SI under the MSA or terms under the SLA to implement any disaster contingency planning and back-up and other data safeguards against natural disaster, fire, sabotage or other similar occurrence shall not be an event of Force Majeure.

## **7.5 Data protection and use**

- a. In the course of providing the Services the SI may be compiling, processing and storing proprietary Project Data relating to the users.
- b. The SI and each user are responsible for complying with its respective obligations under the applicable data protection laws and regulations governing the Project Data.
- c. As a processor of Project Data, the SI will process Project Data in accordance with the terms of this MSA.
- d. The SI shall not transfer any Project Data to any person or organization unless otherwise authorized by the GOA POLICE in this regard.
- e. Upon reasonable written request from a Party to the SLA, the other Party to the SLA will provide the requesting Party with such information that it has regarding the Project, its Data and its processing which is necessary to enable the requesting party to comply with its obligations under the applicable data protection law or regulation.

## **7.6 Audit, Access and Reporting**

- a. The Parties shall comply with Audit, Access and Reporting Schedule provided in Schedule III.
- b. The System Integrator (SI) shall, on request, allow access to the GOA POLICE and its nominees to all information which is in the possession or control of the SI, which relates to the provision of the Services as set out in the Audit, Access and Reporting Schedule and is reasonably required to comply with the terms of the Audit, Access and Reporting Schedule.

## **8 Article VII - Intellectual Property**

### **8.1 Rights and Remedies**

- a. Except to the extent otherwise expressly provided in this MSA, the GOA POLICE shall retain exclusive intellectual property rights to the Bespoke Software, forms and the compilations of the CCTNS Project to which the GOA POLICE has exclusive rights and nothing herein shall or will be construed or deemed to grant to the System Integrator any right, title, license, sub-license, proprietary right or

other claim against or interest in, to or under (whether by estoppels, by implication or otherwise) to the aforesaid rights.

- b. The intellectual property rights on the CCTNS application shall vest with the GOA POLICE, as soon as the system is certified by a Third Party Agency. A copy of the source code shall be kept in the custody of the GOA POLICE, with proper version control.
- c. Without limiting the generality of Article 9.1a and except to the extent otherwise expressly agreed by the Parties to this MSA or the SLA in writing, nothing contained in this MSA or the SLA shall or will be construed or deemed to grant to the System Integrator or its respective affiliates/nominees any right, title, license or other interest in, to or under (whether by estoppels, by implication or otherwise) any logo, trademark, trade name, service mark or similar designations of the Project or any confusingly similar designations of the Project.
- d. Subject to any sole or exclusive rights granted by the GOA POLICE to a third party prior to the Effective Date, the GOA POLICE grants to the System Integrator or its nominated agencies, solely in their performance of Services for Project non-exclusive, paid-up, royalty-free right and license during the Term of this MSA (but not the right to sub-license) to use the Project Data including the right to copy, perform, display, execute, reproduce, modify, enhance and improve the Project Data to the extent reasonably necessary or useful for the provision of Services hereunder.
- e. The System Integrator shall not use the Project Data for any other purpose other than for the purpose of providing the Services.
- f. The System Integrator shall indemnify, defend and hold harmless GOA POLICE and their respective officers, employees, successors and assigns, from and against any and all losses, claims or liabilities arising from claims by third parties that any Deliverable (or the access, use or other rights thereto) created by System Integrator pursuant to the Agreement, and/or the SLA, or Project Assets, information, methods of operation or other intellectual property (or the access, use or other rights thereto) provided by System Integrator or sub-contractors to the System Integrator pursuant to the Agreement or the SLA;
  - i. Infringes a copyright enforceable in India,
  - ii. Infringes any intellectual property rights including without limitation industrial right and/or patent issued in India, or
  - iii. Constitutes misappropriation or unlawful disclosure or use of another Party's trade secret under the laws of India (collectively, "Infringement Claims"); provided, however, that this will not apply to any Deliverable

(or the access, use or other rights thereto) created by (A) GOA POLICE; (B) third parties (i.e., other than System Integrator or System Integrator's sub-contractors) at the direction of GOA POLICE.

- g. If, as a result of Infringement Claims, GOA POLICE or its nominees or its employees or intended users are injected from using such Project Assets or Deliverables or any part thereof or is likely to be injected, SI, at its expense, shall;
- i. Modify such Project Asset and/or Deliverables (provided its functionality is not impaired) so that it is no longer infringing and obtains a certificate to the said effect from the party claiming infringement,
  - ii. Replace such Project Asset and/or Deliverables with a functionally equivalent the same, or
  - iii. Obtain the right for the GOA POLICE to continue using such Project Assets and/or Deliverables. Such remedies shall not be deemed to be the exclusive remedies for this Article, but shall be in addition to all other remedies available at law or agreement to the GOA POLICE.
- h. If System Integrator uses in the course of the provision of the Services any Third Party System it will use all commercially reasonable endeavours to pass to the GOA POLICE such third party's warranties relating to such Third Party Systems. In the event that such warranties cannot be passed through to or enforced by the GOA POLICE, the System Integrator will enforce such warranties on GOA POLICE's behalf and account to GOA POLICE for so doing. For a third party product supplied under this MSA, the SI shall pass on to the GOA POLICE all the indemnities offered by such third party.
- i. All rights, title and interest in and to, and ownership in, Project Proprietary Information shall remain solely with the GOA POLICE. System Integrator shall be entitled to use such Project Proprietary Information only during the term and only for the purposes of providing the Services or to the extent necessary for System Integrator's normal operational, repair and maintenance purposes related to the Services. The GOA POLICE shall retain ownership of all intellectual property rights related to Project Proprietary Information.
- j. All rights, title and interest in System Integrator Proprietary Information, shall remain solely with System Integrator. The System Integrator will upon the award of the CCTNS Project in its favour, declare the status of all the System Integrator Proprietary Information along with documentary support sufficient to establish its sole legal rights in the aforesaid Proprietary Information to the GOA POLICE. This Proprietary Information shall refer to that which has been owned by the System Integrator prior to commencement of the Agreement. Additionally, any

software that may be acquired from third parties during the term of the MSA and that which may be developed by the System Integrator during the course of the Agreement specifically for CCTNS Project shall not be considered as System Integrator Proprietary Information.

- k. With respect to ownership of the Deliverables and intellectual property rights in them, the Parties agree that the following shall apply:
  - i. All the rights, title, interest and ownership of the Deliverables and their intellectual property rights provided to GOA POLICE by System Integrator during the course of its performance under this MSA, and/or the SLA which includes but is not limited to Bespoke Software shall vest in GOA POLICE immediately on creation. To the extent that the System Integrator Proprietary Information is incorporated within the Deliverables, System Integrator and its employees engaged hereby grant to GOA POLICE a worldwide, perpetual, irrevocable, non-exclusive, transferable, paid-up right and license to use, copy, modify (or have modified), transport to GOA POLICE at facilities and locations provided by GOA POLICE, and prepare from them, use and copy derivative works for the benefit of and internal use of project, of such System Integrator Proprietary Information. The GOA POLICE's rights pursuant to the preceding sentence include the right to disclose such System Integrator Proprietary Information to third party contractors solely for use on the Project provided that all such third party contractors execute, deliver and comply with any customary confidentiality and nondisclosure agreements reasonably required by the GOA POLICE.
  - ii. If System Integrator proceeds to apply for, or assign to any third party, any patent rights relating to the System Integrator Proprietary Information referred to in the above clause, the System Integrator will ensure that the GOA POLICE's rights as provided herein are preserved.
- l. The GOA POLICE hereby grants to System Integrator a non-exclusive right and license to access and use the Project Proprietary Information solely for the purpose of providing Services to GOA POLICE pursuant to this MSA and the SLA. Such right and license shall terminate upon the expiration or termination of this MSA.
- m. Upon the expiry or termination of this MSA, System Integrator shall undertake the actions set forth below in this Article to assist the GOA POLICE to procure replacement services equivalent to Services provided hereunder.



- i. The System Integrator undertakes to negotiate in good faith with the GOA POLICE and any relevant Replacement System Integrator in respect of commercial terms applying to grant of rights in respect of intellectual property rights relating to the System Integrator Proprietary Information and which the GOA 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's usage of third party Intellectual Property Rights, the System Integrator undertakes to assist the GOA POLICE to secure such consents or licenses from such third parties as are necessary to enable the GOA POLICE to receive services substantially equivalent to the Services hereunder. The obligations of the System Integrator under this Article shall be considered part of the services performed by the System Integrator under the Exit Management Services.

## **9 Article VIII – Miscellaneous**

### **9.1 Confidentiality**

- a. The System Integrator recognizes that during the term of this MSA and the SLA, sensitive data will be procured and made available to it, its sub-contractors and agents and others working for or under the System Integrator. Further SI also recognizes that any improper and unauthorized disclosure or usage of the data by any such recipient may constitute a breach of applicable laws causing harm not only to the GOA POLICE but also to the concerned citizens. The System Integrator, its subcontractors and agents shall demonstrate utmost care, sensitivity and strict confidentiality in respect of all such information.
- b. Each Party agrees as to any Confidential Information disclosed by a Party (the "Discloser") to this MSA or the SLA to the other Party (the "Recipient") to this MSA or the SLA:
  - i. To take such steps necessary to protect the Discloser's Confidential Information from unauthorized use, reproduction and disclosure as the Recipient takes in relation to its own Confidential Information of the same type, but in no event less than reasonable care; and
  - ii. To use such Confidential Information only for the purposes of this MSA or the SLA or as otherwise expressly permitted or expressly required by this MSA or the SLA or as otherwise permitted by the Discloser in writing; and

- iii. Not, without the Discloser's prior written consent, to copy the Confidential Information or cause or allow it to be copied, directly or indirectly, in whole or in part, except as otherwise expressly provided in this MSA or the SLA, or as required in connection with Recipient's use as permitted under this Article, or as needed for the purposes of this MSA or the SLA, provided that any proprietary legends and notices (whether of the Discloser or of a Third Party) are not removed or obscured; and
  - iv. Not, without the Discloser's prior written consent, to disclose, transfer, publish or communicate the Confidential Information in any manner to any person except as permitted under this MSA or the SLA.
  - v. Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information and materials in the manner prescribed in this MSA; and
  - vi. Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Discloser of such disclosure in writing and immediately return to the Discloser all such Information and materials, in whatsoever form, including any and all copies thereof.
- c. The restrictions of this Article shall not apply to Confidential Information that:
- i. is or becomes generally available to the public through no breach of this Article by the Recipient; and
  - ii. was in the Recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder; and
  - iii. is obtained by the Recipient independently of any of Discloser's Confidential Information; and
  - iv. is rightfully obtained by the Recipient from third parties authorized at that time to make such disclosure without restriction; and
  - v. is identified in writing by the Discloser as no longer proprietary or confidential; or
  - vi. is required to be disclosed by law, regulation or Court Order or under the Right to Information Act, or to be furnished to the Parliament and/or its Committees, provided that the Recipient gives prompt written notice to the Discloser of such legal and regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.
- d. To the extent that such disclosure is required for the purposes of this MSA or the SLA, Recipient may disclose Confidential Information to:

- i. Its employees, agents and independent contractors and to any of its affiliates and their respective independent contractors or employees but all of them should in turn be bound to maintain the confidentiality referred to herein on their part ; and
  - ii. Its professional advisors and auditors, who require access for the purposes of this MSA or the SLA, whom the Recipient has informed of its obligations under this Article and in respect of whom the Recipient has used commercially reasonable efforts to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set forth in this Article. The Recipient may also disclose Confidential Information to any entity with the Discloser's prior written consent.
- e. The provisions of this Article shall survive the expiration or any earlier termination of this MSA.
- f. Confidential Information shall be and remain the property of the Discloser and nothing in this Article or Agreement shall be construed to grant either Party any right or license with respect to the other Party's Confidential Information otherwise than as is expressly set out in this MSA.
- g. Subject as otherwise expressly provided in this MSA all Confidential Information in tangible or electronic form under the control of the Recipient shall either be destroyed, erased or returned to the Discloser promptly upon the earlier of: (i) the written request of the Discloser, or, (ii) termination or expiry of this MSA or, in respect of the SLA, the termination or expiry of the SLA. Notwithstanding the forgoing, both Parties may retain, subject to the terms of this Article, a reasonable number of copies of the other Party's Confidential Information solely for confirmation of compliance with the confidentiality obligations of the Agreement.
- h. Both Parties agree that monetary damages would not be a sufficient remedy for any breach of this Article by the other Party and that the GOA POLICE and System Integrator, as appropriate, shall be entitled to equitable relief, including injunction and specific performance as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by a Party of this Article, but shall be in addition to all other remedies available at law or equity to the damaged Party including the right to terminate the MSA and the SLA.
- i. In connection with the Services, System Integrator may from time to time undertake one or more quality assessment reviews for the purpose of improving CCTNS Project. In order for such reviews to be frank and candid, for the greatest benefit to GOA POLICE and System Integrator, they shall be kept confidential to the greatest extent possible. The Parties agree that any documentation created in connection with such quality assessment reviews shall be Confidential Information of System Integrator which is

licensed to GOA POLICE for any internal use except that in no event shall such documentation or the results of such reviews be discoverable or admissible (or used for any purpose) in any arbitration or legal proceedings against System Integrator related to the Agreement or the Services.

## **9.2 Personnel**

- a. Personnel assigned by the System Integrator to implement the CCTNS Project and perform the Services shall be employees of the System Integrator, and under no circumstances will such personnel be considered employees of GOA POLICE. The System Integrator shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel's entire compensation, including salary, withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all employer obligations under all applicable laws and the GOA POLICE shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of employee, agents, contractors, and subcontractors of SI.
- b. The System Integrator shall use its best efforts to ensure that System Integrator's personnel are employed in sufficient numbers to perform the Services, and also that such personnel have appropriate qualifications to perform the Services. The GOA POLICE shall have the right to require the removal or replacement of any System Integrator personnel performing work under the Agreement. In the event that the GOA POLICE requests that any System Integrator personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule but not later than 5 working days.
- c. The System Integrator shall also be responsible to train certain employees of the Police Department with regard to the Services being provided by the System Integrator as and when required by the Department during the Term period. The parameters of the training required for these employees of the Department shall be communicated by the GOA POLICE to the System Integrator periodically and shall be in accordance with the latest procedures and processes available in the relevant areas of work.
- d. In the event the GOA POLICE identifies any personnel of System Integrator as "Key Personnel", then the System Integrator shall not remove such personnel without the prior written consent of the GOA POLICE under the applicable terms of this MSA and/or the SLA.
- e. Except as stated in this Article, nothing in this MSA or the SLA will limit the ability of System Integrator to freely assign or reassign its employees; provided that System

Integrator shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. The GOA POLICE shall have the right to review and approve System Integrator's plan for any such knowledge transfer. System Integrator shall maintain the same standards for skills and professionalism among replacement personnel as in personnel being replaced.

- f. Each Party shall be responsible for the performance of all its obligations under this MSA or the SLA and shall be liable for the acts and omissions of its employees and agents in connection therewith.
- g. Liability for the Actions of the Personnel and Subcontractors:
  - i. The SI agrees to be responsible for managing the activities of its personnel or the personnel of its subcontractors and shall be accountable for both.
  - ii. The SI shall be the principal employer of the employees, agents, contractors, subcontractors, etc. engaged by it and shall be liable for all the acts, deeds or things, whether the same is within the scope of instructions or outside the scope of instructions set out in the Agreement.
  - iii. The SI agrees to hold the GOA POLICE, its successors, assignees employees, representatives and administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the GOA POLICE through the action of the SI's employees, agents, contractors, subcontractors, etc.

### **9.3 Independent Contractor**

Nothing in this MSA or the SLA shall be construed as establishing or implying any agency, partnership or joint venture between the Parties to this MSA or the SLA and, except as expressly stated in this MSA or the SLA, nothing in this MSA or the SLA shall be deemed to constitute any of the Parties as the agent of any other Party or authorizes either Party (i) to incur any expenses on behalf of the other Party, (ii) to enter into any engagement or make any representation or warranty on behalf of the other Party, (iii) to pledge the credit of or otherwise bind or oblige the other Party, or (iv) to commit the other Party in any way whatsoever without in each case obtaining the other Party's prior written consent.

### **9.4 Sub-Contractor**

For items such as Site Preparation, Data digitization/migration, Capacity building (Training personnel) and Handholding the bidder may work with a partner/consortium. **The bidder, strictly, cannot sub-contract the core activities of CCTNS implementation such as**

**Hardware & IT infrastructure implementation, Customization/Application Development, Network and connectivity and roll-out of the CCTNS- CAS (State) application.** However the bidder can subcontract non-core activities as mentioned above to companies fulfilling the following conditions

- a. The sub-contractor must be ISO 9001 certified in IT services. (ISO 27001 certification wherever relevant)
- b. The subcontractor should have been in Information Technology business for 5 years
- c. The subcontractor must have Service Tax registration no./PAN no/Provident Fund and ESI Registration. .
- d. The sub-contractor must have completed 2 projects for Government/PSU including one project preferably with the State Police Department involving implementation at Police Stations and Higher Offices.

#### **9.5 Assignment**

- (a) The GOA POLICE may assign this MSA or the SLA in whole or as part of a reorganization, restructuring, consolidation, merger, or as per the decisions of the Department of Police, Government of Goa.
- (b) The SI shall not assign this MSA or the SLA or its rights or its duties under this MSA or the SLA either in whole or in part without the prior written consent of the GOA POLICE, and any attempted assignment or delegation without such consent will be void. It is understood that transfer of [25%] or more voting share capital of the SI by one transaction or a series of transaction in favour of any person or a group persons shall inter-alia be considered and deemed to an assignment/transfer of this MSA or the SLA and shall require prior written consent of the GOA POLICE.

#### **9.6 Trademarks, Publicity**

- a. Neither Party may use the trademarks of the other Party without the prior written consent of the other Party. Except as required by law or the rules and regulations of each stock exchange upon which the securities of one of the Parties is listed, neither Party shall publish or permit to be published either alone or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to the Agreement, the SLA or the business of the Parties without

prior reference to and approval in writing from the other Party, such approval not to be unreasonably withheld or delayed.

**9.7 Notices**

- (a) Any notice or other document, which may be given by either Party under this MSA, shall be given in writing in person or by pre-paid recorded delivery post or by facsimile transmission.
- (b) In relation to a notice given under this MSA, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

**GOA POLICE**

**Nodal Officer CCTNS Project and SP, Special Branch**

Address:

Fax: .....

.....

**System Integrator:**

Address: .....

Tel: .....

Fax: .....

- (c) Any notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 9.00 am and 5.00 pm on a working day at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by post).
- (d) Either Party to this MSA may change its address, telephone number, and facsimile number for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

**9.8 Variations and further Assurance**

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

- (b) Each Party agrees to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in this MSA or the SLA.

### **9.9 Severability and Waiver**

- (a) If any provision of this MSA or the SLA, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this MSA or the SLA or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.
- (b) No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this MSA or the SLA of any right, remedy or provision of this MSA or the SLA shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision. Without limiting the foregoing, no waiver by a Party of any breach by the other Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

### **9.10 Compliance with Laws and Regulations**

Each Party to this MSA accepts that its individual conduct shall (to the extent applicable to it) at all times comply with all Applicable Laws, rules and regulations. For the avoidance of doubt, the obligations of the Parties are subject to their respective compliance with all applicable laws and regulations.

### **9.11 Ethics**

The System Integrator represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things



of value to any employee or agent of GOA POLICE, or its nominated agencies in connection with the Agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of GOA POLICE's standard policies and may result in cancellation of this MSA and the SLA

### **9.12 Entire Agreement**

This MSA the SLA, all schedules appended thereto and the contents and specifications of all the Volumes of the RFP constitute the entire agreement between the Parties with respect to their subject matter, and supersede all prior or contemporaneous negotiations, written or oral understandings and agreements, between the Parties regarding such subject matter. If there is any aspect of the Project not covered by any of the provisions of the Agreement, then and only in that event, reference may be made by the Parties to the Proposal. If there is any aspect of the Project not covered by any of the provisions of the Agreement and the Proposal, reference shall be made by the Parties to the RFP document issued by the GOA POLICE and also including addendums, clarifications given in writing in the pre-bid meetings and the written submissions made by the SI but not otherwise.

### **9.13 Survivability**

The termination or expiry of this MSA or SLA shall in no event terminate or prejudice (a) any right or obligation arising out of or accruing under this MSA or SLA attributable to events or circumstances occurring prior to such termination or expiry; (b) the provisions of this MSA that by their nature are intended to survive the its termination or expiry.

## **10 Article IX - Disputes and Amendments**

### **10.1 Dispute Resolution**

Any dispute arising out of or in connection with the Agreement or the SLA shall in the first instance be dealt with in accordance with the escalation procedure as set out in the Governance Schedule (Schedule IV of this MSA).

Any dispute or difference whatsoever arising between the Parties to this MSA out of or relating to the construction, meaning, scope, operation or effect of the Agreement or the validity of the breach thereof, which cannot be resolved through the application of the

provisions of the Governance Schedule, shall be dealt in accordance with the provisions set forth herein.

## **10.2 Dispute Resolution Board**

If any dispute arises between GOA POLICE and the System Integrator in connection with, or arising out of, the Agreement or the execution of the Project, whether during the execution of the Project or after its completion and whether before or after the repudiation or other termination of the Agreement, including any disagreement by either Party with any action, inaction, opinion, instruction, determination, certificate or valuation, which cannot be resolved through the application of the provisions of the Governance Schedule, the matter in dispute shall, in the first place, be referred to the Dispute Resolution Board (here in after called "the Board").

For purposes of the Agreement, the Empowered Committee referred to in Schedule IV Section 15.2, shall act as the Board. The Board at its discretion may co-opt any other officer if in its opinion it may help in resolving the dispute. Either Party may refer a dispute to the Board in writing. The Board shall give a decision in writing within 30 days of reference of dispute. Either Party may refer a written decision of the Board to arbitration. If neither Party refers the disputes to arbitration within 30 days of the date of such decision, the Board's decision will be final and binding.

GOA POLICE at its discretion may change any of the members of the Board.

## **10.3 Arbitration**

In case, a dispute is referred to arbitration, the arbitration proceedings shall be carried under the Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by GOA POLICE and the System Integrator within 15 days of notice of either Party to refer the matter to Arbitration and the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding Arbitrator shall be appointed by the Chief Justice of the Goa High Court.

Arbitration proceedings shall be held in Panaji and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by GOA POLICE and the System Integrator. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by each Party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is made; the Parties shall continue to perform all of their obligations under the Agreement without prejudice to a final adjustment in accordance with such award.

#### **10.4 Governing Laws**

This Agreement shall be covered and construed in accordance with Laws of India including without limitation, the relevant Central and State Acts and Rules, Regulations and Notifications issued and amended there under from time to time.

Courts at Goa shall have the jurisdiction in case of litigation between the parties.

**IN WITNESS WHEREOF** the Parties have by duly authorized representatives set their respective hands and seal on the date first above written in the presence of:

For and on behalf of  
\_\_\_\_\_  
( \_\_\_\_\_ )  
IG Police  
For DGP  
Department of Police  
Goa

For and on behalf of  
\_\_\_\_\_  
( \_\_\_\_\_ )  
Director  
\_\_\_\_\_ (Company name) \_\_\_\_\_

An authorized signatory duly nominated pursuant to Board Resolution No. \_\_\_\_\_ dated \_\_\_\_\_ of the [System Integrator]

Witness:  
1.  
2.

Witness:  
1.  
2.

## **11 Schedule I - Change Control Schedule**

### **11.1 Purpose**

This Schedule applies to and describes the procedure to be followed in the event of any proposed change to the Master Services Agreement ("MSA"), Project Implementation Phase, and the SLA of Schedule VIII. Such change shall include, but shall not be limited to, changes in the scope of services provided by the System Integrator and changes to the terms of payment as stated in the Terms of Payment Schedule (Schedule VI of this MSA).

The GOA POLICE and the System Integrator recognize that change is an inevitable part of delivering services and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without a material effect on the cost. The System Integrator will endeavour, wherever reasonably practicable, to effect change without an increase in the terms of payment as stated in the Terms of Payment Schedule and the GOA POLICE will work with the System Integrator to ensure that all changes are discussed and managed in a constructive manner.

### **11.2 Change Control Note ("CCN")**

- (a) Change requests in respect of the MSA, the Project Implementation, or the Operation and Management of SLA will emanate from the Parties' respective Project Manager who will be responsible for obtaining approval for the change and who will act as its sponsor throughout the Change Control Process and will complete Part A of the CCN attached as Schedule VII hereto. CCNs will be presented to the other Party's Project Manager who will acknowledge receipt by signature of the CCN.
- (b) The System Integrator and the GOA POLICE, while preparing the CCN, shall consider the change in the context of the following parameter, namely whether the change is beyond the scope of Services including ancillary and concomitant services required and as detailed in Volume I of the RFP and is suggested and applicable only after the testing, commissioning and certification of the Pilot Phase and the Project Implementation Phase as set out in the Agreement. Also the value of additional work entrusted to SI shall not exceed 25% of agreement value during the Term.
- (c) It is hereby also clarified that the payment for the changes brought in after project certification and 'Go Live' date will be calculated on the basis of person-month rate quoted by the System Integrator in its bid and estimated person-month effort to be

submitted by the System Integrator prior to taking up the change of control event and accepted by the GOA POLICE.

### **11.3 Quotation**

(a) The System Integrator shall assess the CCN and complete Part B of the CCN. In completing Part B of the CCN the System Integrator shall provide as a minimum:

- i. Description of the change;
- ii. List of deliverables required for implementing the change;
- iii. Time table for implementation;
- iv. An estimate of the timelines and person-month efforts of any proposed change;
- v. The unit of measure to cost the change (either the resource cost as in the proposal or
- vi. Any relevant acceptance criteria;
- vii. An assessment of the value of the proposed change;
- viii. Material evidence to prove that the proposed change is not already covered within the scope of the CCTNS Project, SLA, or MSA.

(b) Alternative options possible to address the change if any and the implications of these alternative options.

(c) Prior to submission of the completed CCN to the GOA POLICE, or its nominated agencies, the System Integrator will undertake its own internal review of the proposed CCN and obtain all necessary internal approvals. As a part of this internal review process, the System Integrator shall consider the materiality of the proposed change in the context of the MSA, the Project Implementation, SLA affected by the change and the total effect that may arise from implementation of the change.

(d) Materiality criteria will be established by the GOA POLICE and the System Integrator's Project Manager. Changes requiring no escalation of authority can be implemented. Discussion and agreement as to materiality will be held in accordance with the Governance Schedule (Schedule IV of this MSA).

### **11.4 Costs**

Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided the System Integrator meets the obligations as set in the CCN. In the event the System Integrator is

unable to meet the obligations as defined in the CCN then the cost of getting it done by third party will be borne by the System Integrator.

### **11.5 Reporting**

Change requests and CCNs will be reported as and when required to each Party's Project Managers who will prioritize and review progress.

### **11.6 Obligations**

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

## **12 Schedule II - Exit Management Schedule**

### **12.1 Purpose**

- a. This Schedule sets out the provisions, which will apply on expiry or termination of the Agreement.
- b. In the case of termination of the MSA other than on expiry of the Term due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- c. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

### **12.2 Transfer of Assets**

- a. The GOA POLICE shall be entitled to serve notice in writing on the System Integrator at any time during the exit management period as detailed hereinabove requiring the System Integrator and/or its sub-contractors to provide the GOA POLICE with a complete and up to date list of the Project Assets excluding Listed Assets within 30 days of such notice. The GOA POLICE shall then be entitled to serve notice in writing on the System Integrator at any time prior to the date that is 30 days prior to the end of the exit management period requiring the System Integrator to sell any of the Project Assets to be transferred to GOA POLICE at book value as determined as of the date of such notice in accordance with the provisions of relevant laws.

- b. SI shall handover the peaceful possession of Project Assets & Listed Assets to the GOA POLICE within 30 days of the date of expiry or termination of the MSA.
- c. In case of MSA being terminated by GOA POLICE, GOA POLICE reserves the right to ask SI to continue running the project operations for a period of 6 months after termination orders are issued.
- d. Upon service of a notice under this Article the following provisions shall apply:
  - i. In the event, if the Project Assets to be transferred are mortgaged to any financial institutions by the System Integrator, the System Integrator shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to the GOA POLICE.
  - ii. All risk in and title to the Project Assets to be handed over/transferred / to be purchased by the GOA POLICE pursuant to this Article shall be transferred to GOA POLICE, on the last day of the exit management period.
  - iii. The GOA POLICE shall pay to the System Integrator on the last day of the exit management period such sum representing the Net Block (procurement price less depreciation as per provisions of Companies Act) of the Project Assets to be transferred as stated in the Terms of Payment Schedule.
  - iv. Payment to the outgoing SI shall be made to the tune of last set of completed transactions, subject to SLA requirements and for any Capex component that has been accepted by GOA POLICE but is pending for payment.
  - v. The outgoing SI will pass on to GOA POLICE and/or to the Replacement SI, the subsisting rights in any leased properties/ licensed products on terms not less favourable to GOA POLICE/ Replacement SI, than that enjoyed by the outgoing SI.

### **12.3 Cooperation and Provision of Information**

#### **12.3.1 During the exit management period:**

- a. The System Integrator will allow the GOA POLICE access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the GOA POLICE to assess the existing services being delivered;
- b. Promptly on reasonable request by the GOA POLICE, the System Integrator shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with the Agreement relating to any material aspect of the services (whether provided by the System Integrator or sub-contractors appointed by the System Integrator). The GOA POLICE shall be entitled to a copy of all

such information. Such information shall include details pertaining to the services rendered and other performance data. The System Integrator shall permit the GOA POLICE and/or any Replacement System Integrator to have reasonable access to its employees and facilities as reasonably required by the GOA POLICE to understand the methods of delivery of the services employed by the System Integrator and to assist appropriate knowledge transfer.

#### **12.4 Confidential Information, Security and Data**

- a. The System Integrator will promptly on the commencement of the exit management period supply to the GOA POLICE the following:
  - (i) Information relating to the current services rendered and customer satisfaction surveys and performance data relating to the performance of sub-contractors in relation to the services;
  - (ii) Documentation relating to Project's Intellectual Property Rights;
  - (iii) Project Data and Confidential Information;
  - (iv) All current and updated project data as is reasonably required for purposes of project or its nominated agencies transitioning the services to its Replacement System Integrator in a readily available format specified by the GOA POLICE;
  - (v) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable project or its nominated agencies to carry out due diligence in order to transition the provision of the Services to project or its nominated agencies, or its Replacement System Integrator (as the case may be).
- b. Before the expiry of the exit management period, the System Integrator shall deliver to the GOA POLICE all new or up-dated materials from the categories set out in Article above and shall not retain any copies thereof.
- c. Before the expiry of the exit management period, unless otherwise provided under the MSA, the GOA POLICE shall deliver to the System Integrator all forms of System Integrator confidential information, which is in its or its nominees or its users' possession or control

#### **12.5 Employees**

- a. Promptly on reasonable request at any time during the exit management period, the SI shall, subject to applicable laws, restraints and regulations (including in particular those



relating to privacy) provide to the GOA POLICE a list of all employees (with job titles) of the SI dedicated to providing the services at the commencement of the exit management period;

- b. To the extent that any transfer regulation does not apply to any employee of the SI, GOA POLICE, or its Replacement SI may make an offer of employment or agreement for services to such employee of the SI and the SI shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the GOA POLICE or any Replacement SI.
- c. GOA POLICE or Replacement SI designated by it shall retain the right for hiring a minimum of 5 key personnel of the outgoing SI spearheading the project, as identified by GOA POLICE, so as to provide for continuity. SI is required to incorporate suitable provisions in the appointment orders issued to its personnel.

#### **12.6 Transfer of certain Agreements**

- a. On request by the GOA POLICE, the SI shall effect such assignments, transfers, licenses and sub-licenses as the GOA POLICE may require in favour of the GOA POLICE, or its Replacement SI in relation to any equipment, lease, maintenance or service provision agreement between SI and third party lessons, vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by the GOA POLICE or its Replacement SI.

#### **12.7 Rights of Access to Premises**

- a. At any time during the exit management period, where Assets are located at the System Integrator's premises, the System Integrator will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) the GOA POLICE, and/or its nominated agencies and/or any in order to make an inventory of the Assets.
- b. The System Integrator shall also give the GOA POLICE or its nominated agencies right of reasonable access to the System Integrator's premises and shall procure the GOA POLICE or its nominated agencies rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the MSA as is reasonably necessary to migrate the services to the GOA POLICE or its nominated agencies

## 12.8 General Obligations of the System Integrator

- a. The System Integrator shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the GOA POLICE or its nominated agencies and which the System Integrator has in its possession or control at any time during the exit management period.
- b. For the purposes of this Schedule, anything in the possession or control of SI's associated entity, or sub-contractor is deemed to be in the possession or control of the System Integrator.
- c. The System Integrator shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

## 12.9 Exit Management Plan

- a. An Exit Management plan shall be furnished by System Integrator in writing to the GOA POLICE or its nominated agencies within 60 days from the Effective Date of this MSA, which shall deal with at least the following aspects of exit management in relation to the MSA as a whole and in relation to the Project Implementation, and the SLA
  - (i) A detailed program of the transfer process that could be used in conjunction with a Replacement System Integrator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
  - (ii) Plans for the communication with such of the System Integrator's staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer;
  - (iii) (if applicable) proposed arrangements for the segregation of the System Integrator's networks from the networks employed by the GOA POLICE and identification of specific security tasks necessary at termination;
  - (iv) Plans for provision of contingent support to GOA POLICE and Replacement System Integrator for a reasonable period after transfer.
- b. The System Integrator shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
- c. Each Exit Management Plan shall be presented by the System Integrator to and approved by the GOA POLICE or its nominated agencies.

- d. The terms of payment as stated in the Terms of Payment Schedule include the costs of the System Integrator complying with its obligations under this Schedule.
- e. In the event of termination or expiry of MSA, Project Implementation, or Operation and Management SLA, each Party shall comply with the Exit Management Plan.
- f. During the exit management period, the System Integrator shall use its best efforts to deliver the services.
- g. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

### **13 Schedule III- Audit, Access and Reporting Schedule**

#### **13.1 Purpose**

This Schedule details audit, access and reporting rights and obligations of the GOA POLICE and the SI under the MSA, Project Implementation, and Operations & Management of SLA.

#### **13.2 Audit Notice and Timing**

- a. As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavours to agree to a timetable for routine audits during the Project Implementation Phase and the Project Operation and Management Stage. During the Project Implementation Phase and thereafter during the Operation & Management, the GOA POLICE shall conduct routine audits in accordance with such agreed timetable and shall not be required to give the System Integrator any further notice of carrying out such audits.
- b. The GOA POLICE may conduct non-timetabled audits at his/her own discretion if he/she reasonably believes that such non-timetabled audits are necessary as a result of an act of fraud by the System Integrator, a security violation, or breach of confidentiality obligations by the System Integrator, provided that the requirement for such an audit is notified in writing to the System Integrator a reasonable period time prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail the reasons for the requirement and the alleged facts on which the requirement is based. If the System Integrator considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure as set out in the Governance Schedule (Schedule IV of this MSA).

- c. The frequency of audits shall be 3 monthly, provided always that the GOA POLICE shall endeavour to conduct such audits with the lowest levels of inconvenience and disturbance practicable being caused to the System Integrator.
- d. In addition to the above, there will be audits conducted by statutory bodies (e.g. CAG) as and when they are required to do it. Notwithstanding any condition given in the MSA, System Integrator will have to provide these statutory bodies access to all the facilities, infrastructure, documents and artefacts of the Project as required by them and approved by the GOA POLICE, in writing.

### **13.3 Access**

The System Integrator shall provide to the GOA POLICE reasonable access to employees, subcontractors, suppliers, agents and third party facilities, documents, records and entire CCTNS systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections. The GOA POLICE shall have the right to copy and retain copies of any relevant records. The System Integrator shall make every reasonable effort to co-operate with them.

### **13.4 Audit Rights**

- a. The GOA POLICE shall have the right to audit and inspect suppliers, agents and third party facilities, data Centres, documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:
  - (i) The security, integrity and availability of all project data processed, held or conveyed by the SI on behalf of project and documentation related thereto;
  - (ii) That the actual level of performance of the services is same as specified in SLA;
  - (iii) That the System Integrator has complied with the relevant technical standards, and has adequate internal controls in place; and
  - (iv) The compliance of the SI with any other obligation under the MSA and SLA.
- b. For the avoidance of doubt the audit rights under this Schedule shall not include access to the System Integrator's profit margins or overheads associated with any obligation under the MSA.

### **13.5 Audit Rights of Sub-Contractors, Suppliers & Agents**

- a. The System Integrator shall use reasonable endeavours to achieve the same audit and access provisions as defined in this Schedule with sub-contractors, suppliers and agents who supply labour, services, equipment or materials in respect of the services. The System Integrator shall inform the GOA POLICE prior to concluding any sub-contract or supply agreement of any failure to achieve the same rights of audit or access.
- b. **REPORTING:** The System Integrator will provide weekly, monthly, quarterly reports (or any other reports time to time) to the GOA POLICE regarding any specific aspects of the Project and in context of the audit and access information as required by the GOA POLICE during entire Project term.

### **13.6 Action and Review**

- a. Any change or amendment to the systems and procedures of the System Integrator, or sub-contractors, where applicable arising from the audit report shall be agreed within thirty (30) calendar days from the submission of the said report.
- b. Any discrepancies identified by any audit pursuant to this Schedule shall be immediately notified to the GOA POLICE or the appropriate project Manager and the System Integrator Project Manager who shall determine what action should be taken in respect of such discrepancies in accordance with the terms of the MSA.

### **13.7 Terms of Payment for Cost of Audit**

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

### **13.8 Records and Information**

For the purposes of audit in accordance with this Schedule, the System Integrator shall maintain true and accurate records in connection with the provision of the services and the System Integrator shall handover all the relevant records and documents for CCTNS Project upon the termination or expiry of the MSA.

## 14 Schedule IV - Governance Framework

### 14.1 Purpose

The purpose of this Framework is to:

- (i) Establish and maintain the formal and informal processes for managing the relationship between the GOA POLICE and the System Integrator (including the outputs from other Schedules to this MSA);
- (ii) Define the principles that both Parties wish to follow to ensure the delivery of the Services;
- (iii) Ensure the continued alignment of the interests of the Parties;
- (iv) Ensure that the relationship is maintained at the correct level within each Party;
- (v) Create the flexibility to revise and maintain the relationship and this MSA during the Term;
- (vi) Set out the procedure for escalating disagreements; and
- (vii) Enable agreement administration and performance management.

### 14.2 Governance Structure

- a. The Program Governance Structure to be put in place by GOA POLICE will have the following units:
  - i. Empowered Committee
  - ii. Core Team, CCTNS Project and SPMU.

The composition of each of the above units will be as decided by the GOA POLICE.

- b. **Project Managers:** The relationship under the Agreement will be operated by the Project Managers appointed by each Party, who will provide the interface between the executive management of the respective Parties.
- c. Within one month following the signing of this MSA, the GOA POLICE or its nominated agencies and the System Integrator shall each appoint a Project Manager and one representative from the Project's nominated agencies (hereinafter the Project Manager). In the case of Department, the Project Manager will be an individual who is appointed by GOA POLICE. In the case of the System Integrator, the Project Manager will be an individual who is an organizational peer of Project Manager. In the event that either Party wishes to substitute its Project Manager it will do so in the manner in which the original appointment is made and notify the other Party of such substitution as soon as reasonably practicable but at the latest within fourteen days of the substitution.

- d. The Project Managers shall have responsibility for maintaining the interface and communication between the Parties.
- e. The Empowered Committee will meet formally on, at least, a monthly basis at a time and location to be agreed between them. These meetings will cover, as a minimum, the following agenda items: (i) consideration of monthly Performance Reports; (ii) consideration of matters arising out of the Change Control Schedule; (iii) issues escalated in accordance with the escalation procedure as set out in this Schedule; (iv) matters to be brought before the Empowered Committee in accordance with the MSA and the Schedules; (v) any matter brought before the Empowered Committee by the System Integrator under this Article; and (vi) any other issue which either Party wishes to add to the agenda.
- f. In the event that there is any material factor which affects the delivery of the Services or the terms of payment as stated in the Terms of Payment Schedule (Schedule VI of this MSA), the Parties agree to discuss in the Empowered Committee any appropriate amendment to the MSA or any Service Level Agreements or Statement of Works including any variation to the terms of payment as stated in the Terms of Payment Schedule. Any variation so agreed shall be implemented through the change control procedure as set out in the Change Control Schedule (Schedule I of this MSA).

### **14.3 Governance Procedures**

- a. The System Integrator shall document the agreed structures in a procedures manual.
- b. The agenda for each meeting of the Empowered Committee shall be set to reflect the discussion items referred to above and extraordinary items may be added either with the agreement of the Parties or at the request of either Party. Copies of the agenda for meetings of the Program Management Committee, along with relevant pre-reading material, shall be distributed at least one week in advance of the relevant meeting.
- c. All meetings and proceedings will be documented; such documents to be distributed to both Parties and copies shall be kept as a record. All actions, responsibilities and accountabilities arising out of any meeting shall be tracked and managed.
- d. The Parties shall ensure as far as reasonably practicable that the Empowered Committee shall resolve the issues and resolve the objectives placed before them and that members representing that Party are empowered to make relevant decisions or have easy access to empowered individuals for decisions to be made to achieve this.
- e. The Department will define the escalation procedure and matrix at the appropriate time.

## **15 Schedule V - Invoicing and Settlement Schedule**

- a. In respect of its remuneration for the Services the System Integrator shall be eligible to receive payments in accordance with the Terms of Payments Schedule (Schedule VI of this MSA). Subject to the specific terms of each Service Level Agreement, the System Integrator submit its invoices in accordance with the following principles:
  - (i) The GOA POLICE shall be invoiced by the System Integrator (SI) for against the Services & goods/products provided. Generally and unless otherwise agreed in writing between the Parties or expressly set out in the Service Level Agreement, the System Integrator shall raise an invoice as per the terms of payment as stated in this Schedule.
  - (ii) Any invoice presented in accordance with this Article shall be in a form agreed with the GOA POLICE.
- b. Invoices shall be accurate and all adjustments to or changes in the terms of payment as stated in the Terms of Payment Schedule shall be applied to the next payment invoice. The System Integrator shall waive any charge for a Service that is not invoiced within six months after the end of the month in which the terms of payment as stated in the Terms of Payment Schedule relating to such Service are authorized or incurred, whichever is later.
- c. The GOA POLICE shall be entitled to delay or withhold payment of any invoice or part of it delivered by the System Integrator under this Schedule where the GOA 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 the Governance Schedule (Schedule IV of this MSA). Any exercise by the GOA POLICE under this Article shall not entitle the System Integrator to delay or withhold provision of the Services.
- d. The Bidder's request for payment shall be made at the end of each quarter against invoice and supported by following documents:
  - i. Required documentary proof in support of the Invoice;
  - ii. Actual Service performance report
- e. The System Integrator shall pay all their sub-contractors in a timely fashion in accordance with a mechanism, which will not prejudice the objective of Project.

## **16 Schedule VI - Terms of Payment Schedule**

1. CCTNS Project is a service-based project and not simply a project involving supply of goods and construction of works. Hence, basically the payment will be made only if services are rendered by the System Integrator as agreed upon.



2. All payments to SI will be made as per Section 7 of RFP Volume II against the invoice submitted.
3. Cost of any other 3rd Party audit – (including STQC) shall be completely borne by SI and should be included in the project cost.
4. In the event of premature termination of the Agreement prior to the launch of Project, the SI shall not be eligible to receive any further compensation or payment from the date of termination.
5. In the event of the premature termination of the Agreement post-commencement of the operations, the SI would be eligible to be paid for the cost of the components installed by the System Integrator and which might be taken over by the GOA POLICE, pursuant to the provisions of the Agreement, calculating the cost of the Assets at the discounted book value as per straight line method.

**17 Schedule VII - Change Control Notice**

Change Control Note		CCN Number:
Part A: Initiation		
Title:		
Originator:		
Sponsor:		
Date of Initiation:		
Details of Proposed Change		
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)		
Authorized by GOA POLICE	Date:	
Name:		
Signature:		
Received by the SI	Date:	
Name Authorized representative with Designation :		
Signature:		
Change Control Note		CCN Number:
Part B : Evaluation		
(Identify any attachments as B1, B2, and B3 etc.)		
Changes to Services, charging structure, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.		
Brief Description of Solution:		
Impact:		
Deliverables:		
Timetable:		
Person-efforts estimated		
(In accordance with MSA and/ or Section 5 of RFP Volume II and Section 13 of RFP		

Volume III).	
Charges for Implementation: (including a schedule of payments)	
Other Relevant Information: (including value-added and acceptance criteria)	
Authorized by the SI	Date:
Name:	
Signature:	
Change Control Note	CCN Number :
Part C : Authority to Proceed	
Implementation of this CCN as submitted in Part A, in accordance with Part B is: (tick as appropriate)	
Approved Rejected Requires Further Information (as Follows or as Attachment 1 etc.)	
For GOA POLICE and its nominated agencies	For the System Integrator
Signature	Signature
Name	Name
Title	Title
Date	Date

## 18 Schedule VIII - Service Level Agreement (SLA)

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

### 3. Interpretations.

- a. The business hours are 10:00AM to 6:00PM 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, noncompliance 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 SPMU 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 on regular 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 3<sup>rd</sup> 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 in 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.
- 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 outline 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**

Service Level 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> <p>The total number of violations for the payment period will be the cumulative number of violations across all the programs across all Districts in the payment period.</p>

## 2. Data Migration / Digitization

Service Level Description	Measurement
Data Migration	<p>Error rate in a batch should be less than 1%.</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 State wide 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 noncompliance at each point of deployment: Rs. 30,000/-	> 4 months	For noncompliance at each point of deployment: Rs. 45,000/-	Months after taking over of the office site for project	The deduction shall be made per site basis, where criterion is not satisfied
2	Supply, installation and Commissioning of the Data Centre 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 week of delay	Months taken after beginning of the assignment	State may conduct independent audit to verify that the data centre is as per the specifications.
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

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 State wide basis.								
S. No.	Service Metrics Parameters	Baseline	Lower Performance		Violation of Service level agreement		Basis of Measurement	Remarks
		Metric	Metric	Deduction	Metric	Deduction		
			ctory					building program
4	Data Digitization	Error rate in a batch during verification should be less than 1%	Error rate between >1% - 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 1 working day)	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	

### 3. Violations and Associated Penalties

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.

**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 totalled and used for the calculation of Penalties.

(iii) Penalties applicable for each of the high severity violations is 0.1% of respective payment-period payment to the SI.

(iv) Penalties applicable for each of the medium severity violations is 0.05% of respective payment-period payment to the SI.

### **Post Implementation Phase of SLAs**

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

**Production CAS Systems.** - 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.

This includes but not limited to:-

- Storage and related switches at Primary DC and DRC.
- Web, Application, Database, and Backup Servers at Primary DC and DRC.
- Primary DC to DRC connectivity.
- Primary DC and DRC network infrastructure.
- Primary DC and DRC security infrastructure.

#### **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.

This includes but not limited to:

- Production Non CAS Servers.
- Test, QA and Training Servers.
- Helpdesk infrastructure & applications.
- EMS Infrastructure.



## 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.

## Non CAS 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. These service levels will be monitored on a monthly basis. 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% Severity of Violation: High	
	Availability over the three month period	Violations for calculation of penalty
	< 99% and >=98.5%	1
	<98.5% and >=98%	2
	<98%	3
	In addition to the above, if the service level in any month in the three-month period falls below 98%, one (1) additional violation will be added for each such month to the overall violations for this service level.	
Infrastructure Availability	Availability of non-CAS systems in production and nonproduction systems shall be at least 97%. Severity of Violation: Medium	
	Availability over the three month period	Violations for calculation of penalty
	< 97% and >=96.5%	1
	<96.5% and >=96%	2
	<96%	3
	In addition to the above, if the service level in any month in the three-month period falls below 96%, one (1) additional violation will be added for each such month to the overall violations for this service level.	
Infrastructure Availability	Recovery Time Objective (RTO) shall be less than or equal to six (6) hours.	
Infrastructure Availability	RPO (zero data loss in case of failure of primary DC) should be zero minutes Severity of Violation: High Each instance of non-meeting this service level will be treated as two (2) violation.	

Service Level Description	Measurement						
Infrastructure Performance	<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" data-bbox="528 510 1410 656"> <tr> <td data-bbox="528 510 1023 568">Number of instances over the three month period</td> <td data-bbox="1023 510 1410 568">Violations for calculation of penalty</td> </tr> <tr> <td data-bbox="528 568 1023 607">&gt;0 and &lt;=3</td> <td data-bbox="1023 568 1410 607">1</td> </tr> <tr> <td data-bbox="528 607 1023 656">&gt;3</td> <td data-bbox="1023 607 1410 656">2</td> </tr> </table> <p>In addition to the above, if the number of instances in any month in the three-month period exceeds 3, one (1) additional violation will be added for each such month to the overall violations for this service level.</p>	Number of instances over the three month period	Violations for calculation of penalty	>0 and <=3	1	>3	2
Number of instances over the three month period	Violations for calculation of penalty						
>0 and <=3	1						
>3	2						
Infrastructure Performance	<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.</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" data-bbox="528 1025 1410 1171"> <tr> <td data-bbox="528 1025 1023 1084">Number of instances over the three month period</td> <td data-bbox="1023 1025 1410 1084">Violations for calculation of penalty</td> </tr> <tr> <td data-bbox="528 1084 1023 1122">&gt;0 and &lt;=3</td> <td data-bbox="1023 1084 1410 1122">1</td> </tr> <tr> <td data-bbox="528 1122 1023 1171">&gt;3</td> <td data-bbox="1023 1122 1410 1171">2</td> </tr> </table> <p>In addition to the above, if the number of instances in any month in the three-month period exceeds 3, one (1) additional violation will be added for each such month to the overall violations for this service level.</p>	Number of instances over the three month period	Violations for calculation of penalty	>0 and <=3	1	>3	2
Number of instances over the three month period	Violations for calculation of penalty						
>0 and <=3	1						
>3	2						
Infrastructure Performance	<p>Sustained period of peak memory 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" data-bbox="528 1541 1410 1686"> <tr> <td data-bbox="528 1541 1023 1599">Number of instances over the three month period</td> <td data-bbox="1023 1541 1410 1599">Violations for calculation of penalty</td> </tr> <tr> <td data-bbox="528 1599 1023 1637">&gt;0 and &lt;=3</td> <td data-bbox="1023 1599 1410 1637">1</td> </tr> <tr> <td data-bbox="528 1637 1023 1686">&gt;3</td> <td data-bbox="1023 1637 1410 1686">2</td> </tr> </table> <p>In addition to the above, if the number of instances in any month in the three-month period exceeds 3, one (1) additional violation will be added for each such month to the overall violations for this service level.</p>	Number of instances over the three month period	Violations for calculation of penalty	>0 and <=3	1	>3	2
Number of instances over the three month period	Violations for calculation of penalty						
>0 and <=3	1						
>3	2						
Application Availability	<p>Availability of CAS solution components measured within the Data Centre shall be at least 99.9%</p> <p>Severity of Violation: High</p> <p>The service shall be monitored on a monthly basis</p> <table border="1" data-bbox="528 1989 1410 2020"> <tr> <td data-bbox="528 1989 1023 2020">Availability over the three month period</td> <td data-bbox="1023 1989 1410 2020">Violations for calculation of</td> </tr> </table>	Availability over the three month period	Violations for calculation of				
Availability over the three month period	Violations for calculation of						

Service Level Description	Measurement	
		penalty
	<99.9% & >=99.5%	1
	<99.5% & >99%	2
	<99%	3
	In addition to the above, if the service level in any month in the three-month period falls below 99%, one (1) additional violation will be added for each such month to the overall violations for this service level.	
Application Availability	Availability of non-CAS solution components measured within the Data Centre shall be at least 97%	
	Severity of Violation: Medium	
	The service shall be monitored on a monthly basis	
	Availability over the three month period	Violations for calculation of penalty
	<97% & >=96%	1
	<96%	3
	In addition to the above, if the service level in any month in the three-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 <u>client terminal within the Data Centre</u> 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.	
	The service shall be monitored on a monthly basis	
	Average application response time over the three 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 three-month period falls 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

### 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.

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

Service Level 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 three-month period will be the cumulative number of violations across all the months across all sites in the three-month period.

### 3. Handholding Support: Client Site Support

**Level 1 Incidents** - 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.

**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

The severity of the individual incidents will be mutually determined by the State and SI. The scheduled operation time for the client site systems shall be the business hours of the State.

This service level will be measured on a monthly basis for each implementation site. The tables on the following page give details of the Service Levels the SI is required to maintain:

Service Level Description	Measurement
Client Site Support Performance	80% of the Level 1 Incidents at each site should be resolved within 2 business hours from the time call is received / logged whichever is earlier. The maximum resolution time for any incident of this nature shall not exceed 8 business hours.

			<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 three-month period will be the cumulative number of instances across all the months across all sites in the three-month period.</p> <p>Average number of instances per month = (Total number of instances for the three-month period) / 3</p> <table border="1"> <thead> <tr> <th>Average number of instances per month</th> <th>Violations for calculation of penalty</th> </tr> </thead> <tbody> <tr> <td>&gt; 0 &amp; &lt;= 4</td> <td>1</td> </tr> <tr> <td>&gt; 4 &amp; &lt;= 8</td> <td>2</td> </tr> <tr> <td>&gt; 8 &amp; &lt;= 12</td> <td>3</td> </tr> <tr> <td>&gt;12</td> <td>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												
			<p>80% of the Level 2 Incidents at each site should be resolved within 6 business hours from the time call is received / logged whichever is earlier. The maximum resolution time for any incident of this nature shall not exceed 48 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 three-month period will be the cumulative number of instances across all the months across all sites in the three-month period.</p> <p>Average number of instances per month = (Total number of instances for the three-month period) / 3</p> <table border="1"> <thead> <tr> <th>Average number of instances per month</th> <th>Violations for calculation of penalty</th> </tr> </thead> <tbody> <tr> <td>&gt; 0 &amp; &lt;= 4</td> <td>1</td> </tr> <tr> <td>&gt; 4 &amp; &lt;= 8</td> <td>2</td> </tr> <tr> <td>&gt; 8 &amp; &lt;= 12</td> <td>3</td> </tr> <tr> <td>&gt;12</td> <td>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
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> 0 & <= 4	1												
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>12	4												
Client Performance	Site	Support											
Client Performance	Site	Support	<p>Replacement of hardware equipment shall be done within 7 days of notification by the State. These equipment 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>										

#### 4. Handholding Support: Application Support

**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.

**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.

**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.

The severity of the individual defects will be mutually determined by the State and SI. This service level will be monitored on a monthly basis. The below tables gives details on the Service Levels the SI should maintain:

Service Level Description	Measurement	
Application performance Support	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 three 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.	
Application Support performance	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 three 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.
Application performance	Support	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 three month period
		Violations for calculation of penalty
		<100% & >=90%
		<90% & >=80%
		<80%
		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.
Application performance	Support	Up to date of the documentation of the design, modifications, enhancements, and defect-fixes in the Quarterly period.  Severity of Violation: Medium  This service level will be measured on a Quarterly basis. Each instance of non-meeting this service level will be treated as one (1) violation.

**5. Network Uptime:**

Severity of Violation: High

This service level will be monitored on a monthly basis.

The below tables gives details on the Service Levels the SI should maintain:

Service Level Description	Measurement
Network Uptime	Availability of the network and all related 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 network availability in a month falls below the minimum service level, it will be treated as one (1) violation.  The total number of violations for the three-month period will be the cumulative number of violations across all the months across all sites in the three-month period.

## 6. Handholding Support: Helpdesk and Data Centre Support

**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.

**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.

**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.

This service level will be monitored on a monthly basis.

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

Service Level 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.		
Helpdesk Performance	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 level.		
Helpdesk Performance	98% of the non SI supported incidents shall be routed to the appropriate service provider within 30 minute 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 three-month period falls below 80%, one (1) additional violation will be added for each such month to the overall violations for this service level.	
Helpdesk Performance	80% of the Level 1 calls shall be resolved within 2 hours from call received / logged whichever 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 three 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.	
Helpdesk Performance	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 three 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.	
Helpdesk Performance	80% of the Level 3 calls shall be reported on status and action to be communicated within 24 hours from call received / logged whichever 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 three 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 Performance	Support	Replacement of hardware equipment shall be done within 15 days of notification by the State. These equipment 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.
Datacenter Performance	Support	Up to date of the documentation of the design, modifications, enhancements, and fixes. Severity of Violation: Medium This service level will be measured on a Quarterly basis. Each instance of non-meeting this service level will be treated as one (1) violation.

## 7. Reporting

The below tables gives details on the Service Levels the SI should maintain:

Service Level 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 three-month period will be the cumulative number of instances across all the months in the three-month period.	
	Total number of instances over the three month period	Violations for calculation of penalty
	>0 & ≤3	1
	>3	2

## 8. Credits for Successful Application Uptake

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

Service Level Description	Measurement	
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> <ul style="list-style-type: none"> <li>a. 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>b. Number of active users profiles in CCTNS</li> <li>c. Number of read-write transactions on CCTNS system</li> <li>d. Number of Searches carried out on data in CCTNS</li> <li>e. Total number of FIRs prepared through CCTNS</li> <li>f. Total number of Crime Details Forms prepared through CCTNS</li> <li>g. Total number of Key Investigation Forms prepared through CCTNS</li> <li>h. Total number of Arrest Cards prepared through CCTNS</li> <li>i. Total number of Charge Sheets prepared through CCTNS</li> <li>j. Quality (recent and correct) of information available in CCTNS</li> <li>k. Number of cases reported to be solved because of the availability of CCTNS</li> <li>l. Number of ad-hoc requests successfully responded to using CCTNS</li> <li>m. Turnaround Time for submitting the monthly and annual crime/criminal information to NCRB from the State</li> </ul> <p>A credit will be gained for each of the above parameters if the uptake for that parameter shows significant improvement.</p> <p>The following table applies for each of the above parameters:</p>	
	% increase over the measurement in the last reporting period	Violations for calculation of penalty
	>5 & <=10%	2
	>10 & <=15%	3
	>15%	4

## 9. Violations and Associated Penalties

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.

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

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

- a. 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.
- b. The number of violations in the reporting period for each level of severity will be totalled and used for the calculation of Penalties.
  - i. 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.
  - ii. 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).
- c. Penalties applicable for each of the high severity violations are two (2) % of respective half yearly payment to the SI.
- d. A penalty applicable for each of the medium severity violations is one (1%) of respective half yearly payment to the SI.
- e. Penalties applicable for each of the low severity violations is half percentage (0.5%) of respective Quarterly payment to the SI.
- f. Penalties applicable for not meeting a high (H) critical performance target in two consecutive Quarters 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. 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
- g. Penalties applicable for not meeting a low (L) critical performance target in two consecutive Quarterly 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
- h. 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.

## **19 Schedule IX - Implementation Schedule**

**Detailed Project plan**

S. No.	Activity	Time of Completion (Months )
1	Date of Signing of Agreement with the successful bidder	T1
2	Customization and implementation of CCTNS Core Application Software provided by NCRB on a pilot basis (Phase I)	T1 + 3
3	Development and deployment of additional functionality that is scoped under CCTNS on a pilot basis (Phase I)	T1 + 6
4	Procurement, installation and commissioning of hardware (including PCs, peripherals, etc.), communication infrastructure (routers, switches etc.) at police stations and higher offices including site preparation (for all the phases)	T1 + 6
5	Procurement, deployment and commissioning of required equipment at State Data Center (for all the phases) and DR site	T1 + 3
6	Capacity building for police personnel for all phases	T1 + 9
7	Data migration and Digitization of historical data	T1 + 6
8	System Roll-out on a pilot basis	T1 + 8

The roll-out of CCTNS in rest of the districts of Goa i.e. Phase II (6 months) and Phase III (3 months) will be done during a period of 12 months which will include customization and implementation of CAS, development of added functionality, training of police personnel and data migration.

**\*\*\*EOE\*\*\***