

# Request for Proposal (RFP)

Samajik Suvidha Sangam

Selection of System Integrator for  
Establishment & Maintenance of the IT  
Solution for Mission Convergence

**Volume III – Draft Master Service Agreement**

*Government of National Capital Territory Delhi*

December 2008

***Note: This is an indicative Agreement and may require modifications at the time of signing of the Agreement to keep intact the contents and spirit of Volume I and II .***

***The Service Level Agreement (SLA) forms an integral part of this Agreement (covered under Article 15) and no separate SLA will be signed.***

## MASTER SERVICES AGREEMENT

**THIS AGREEMENT** is made at Delhi on this \_\_\_\_ day of [ ], 2008, by and between:

Samajik Suvidha Sangam, Government of National Capital Territory of Delhi, having its office on 4<sup>th</sup> Floor, B Wing, Delhi Secretariat, ITO, New Delhi-110002, hereinafter referred to as "**Director, Mission Convergence Project**" (which expression unless excluded by or repugnant to the subject or context shall mean and include its representative, successors-in office and assigns) of the FIRST PART;

AND

\_\_\_\_\_, a company registered under the Indian Companies Act, 1956 having its registered office at \_\_\_\_\_ through \_\_\_\_\_ (hereinafter referred to as "**Partner**") (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its representatives, successors and permitted assignees) of the SECOND PART.

(Each individually referred to as a "Party" hereto and collectively referred to as the "Parties")

### WHEREAS

- A. Government of National Capital Territory of Delhi, (herein after referred to as GNCTD) intends to have the Mission Convergence project, involving:
  - Development of Mission Convergence Workflow Application and Portal
  - Supply/Commissioning of Hardware Equipments
  - Supply/Commissioning of Networking Equipment
  - Providing Helpdesk Support and Maintenance for Hardware, Application / Portal and Networking to users
  - Providing Helpdesk Support for Masterdata changes and user ID administration
  - Providing Training to the users of the software application
- B. The project also involves hosting of the complete Mission Convergence application in NIC data center, henceforth referred to as Mission Convergence Data Centre (MCDC). DC is a backend where the entire Application shall be hosted.
- C. The project involves implementation of a Smart Card solution. This part of the project has been outsourced to a different party. However the role of the Partner would be to do the desired integration with the Smart card solution provider. This may include (but may not be limited to) application & database

level integration with Handheld Devices, Biometric readers, Smart card readers, GPRS nodes, cameras, printers etc.

- D. The project would also involve data migration from the existing platform from the survey conducted by the SSS. Also the Partner would be required to upload / synchronize the biometrics data (Iris and Finger print) data to the database created by the survey and provide this data to the smart card service provider for verification purposes as and when required.
- E. The Partner is interested in providing the desired services and submitted his bid. His bid having been found suitable for the Project, he has been selected as the successful bidder to undertake the project.

**NOW THEREFORE, IN VIEW OF THE MUTUAL PROMISES AND CONSIDERATION SET OUT HEREIN, the Parties have agreed as follows:**

**1. ARTICLE 1 – Definitions and Interpretation**

In this Agreement, unless the context requires otherwise:

- i. **Agreement** means this Agreement with all Schedules and Volumes I and II of the RFP and clarifications issued by SSS. In the event of a conflict between various documents, the terms of the following shall prevail in the descending order of priority:
  - (a) Final Clarification provided by the SSS
  - (b) This Agreement
  - (c) Corrigendum to this RFP
  - (d) RFP (Volumes I, II)
- ii. **Software** means all software designed, developed, tested and deployed by the Partner for the purposes of rendering the services to the stakeholders and includes all model, source code, object code, test scripts along with associated documentation, involved in the development and implementation of the Project and the improvements effected during the term of the project, but does not include third party software products (except for the customization components on such products), proprietary software components and tools deployed by the Partner and which, i.e. the “Software” shall be solely owned by the Director, Mission Convergence;
- iii. **Confidential Information** means all information, available or developed, including Mission Convergence project data (whether in written, oral, electronic or other format) which relates to the technical, financial and business, 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 Agreement or to the SLA) in the course of or in connection with this agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement or to the SLA);

- iv. **Mission Convergence Project** means Mission Convergence Application and Portal, Mission Convergence Data Centre, hardware and connectivity between administrative agencies, GRCs, DRCs, etc.
- v. **Mission Convergence Project Data** means all proprietary data of Mission Convergence project or its nominated agencies generated out of Mission Convergence project operations and transactions, documents and related information including but not restricted to citizen or user data which the Partner obtains, possesses or processes in the context of providing Services to the users pursuant to this Agreement and the SLA;
- vi. **Deliverables** means the products, infrastructure and services agreed to be delivered by the Partner in pursuance of the agreement as elaborated in Article 13 of this agreement in relation to the Implementation Phase and the Maintenance Phase and includes all documents related to the Project, user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines and source code and all its modifications;
- vii. **Effective Date** means the date on which this Agreement is executed.
- viii. **Intellectual Property Rights** means and includes designs copyrights, trademarks, patents, trade secrets and all other rights in the Software, its improvement, up-gradation, modified versions that may be made from time to time, files created, database generated and compilations made.
- ix. **Project Implementation Completion Date / Go-live** is defined as the date of completion of development, implementation of—the integrated workflow application and portal, Mission convergence Data centre, and Smart Card solution (s) of the project as indicated below, tested, certified, by GNCTD or any third party agency nominated by GNCTD, and are ready for provision of

the identified schemes to the citizens. For the proposed project, the Go-Live date must be 6 months from the date of signing of the contract. In case of exigency, the criteria can be changed by Director, Mission Convergence Project;

- x. **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 Agreement;
- xi. **RFP or Request for Proposal** means the documents containing the Technical, Functional, Commercial and Operational Specifications for the implementation of the Mission Convergence project, issued in 3 volumes (referred to as Volume I, Volume II and Volume III) and includes the clarifications, where made, explanations and amendments issued from time to time;
- xii. **Replacement Partner** means any third party that the Director, Mission Convergence project may appoint to replace the Partner upon expiry of the Term or upon termination of this Agreement to undertake the Services or part thereof;
- xiii. **Services** means the services delivered to the stakeholders using the tangible and intangible assets created, procured, installed, commissioned, managed and operated by the Partner including the tools of information and communications technology and includes the services detailed in the Article 12 of this Agreement;
- xiv. **Stakeholders** refer to the following list:
  - (a) Samajik Suvidha Sangam—PMU Monitoring Cell
  - (b) Office of The Chief Secretary of GNCTD
  - (c) All MNGOs/ NGOs running the GRCs/ DRCs
  - (d) Deputy Commissioners in 9 Districts in New Delhi
  - (e) Departments of GNCTD currently involved in Mission Convergence
  - (f) Systems Integrator / Partner
  - (g) Audit Agency

- (h) Delhi Multi Modal Transit Systems (DIMTS\_
- (i) The Bank's Smart Card Vendor

- xv. **Third Party Systems** means Systems (or any part thereof) in which the Intellectual Property Rights are owned by a third party and to which Partner has been granted a license to use and which are used in the provision of Services;

Note:

- a. 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.
- b. Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and similar words refer to this Agreement as a whole and not to any particular Article, Schedule. The term Articles, refers to Articles of this Agreement. The words "include" and "including" shall not be construed as terms of limitation. The words "writing" and "written" mean "in documented form", whether electronic or hard copy, unless otherwise stated.

## 2. **ARTICLE 2 – Mission Convergence Application and Portal**

### 2.1 **Development of the Application and Portal**

The Partner shall develop a Mission Convergence Portal capable of providing the following:

Mission Convergence (MC) Portal would be the front-end interface between the Administrative units (GRCs, DRCs, DC office etc.) to perform transactions using a standard browser or standard mobile protocol like WML, CSTML. The back-end integrated workflow application would facilitate the flow of information between the implementing bodies for service delivery, as well as monitoring. Grievance redress and MIS report generation would be two of the key components of the Application.

- (a) Accessible from anywhere in the State, country and World;
- (b) Provide for the registration of portal users and allocation of user specific identification number and passwords for subsequent uses;
- (c) Provide a single-point, centralized and direct access and delivery of services provided by constituent departments of GNCTD and as identified from time to time;
- (d) Provide online 24/7 access to the current, complete and accurate information on GNCTD and its services and functions;

- (e) Facilitate instantaneous and secure online transactions of applications and information of citizens;
- (f) Capable of reading the survey fields of individuals and families, and scheme eligibility data/criteria so that potential entitlement holders can be mapped on to the schemes that they are entitled to, based on their socio-economic vulnerabilities
- (g) Facilitate online registration and renewals with the departments;
- (h) Capable of keeping accounts of all the documents and transactions;
- (i) Scalable in terms of possible additions in workflows, schemes, departments, service delivery points, etc.
- (j) Flexible in terms of possible changes in existing workflows, service delivery mechanism, MIS capabilities to map track central government schemes and state schemes separately;

The exact features and functionalities of the Mission Convergence Application and Portal will be as described in Volume I of this RFP.

## **2.2 Services**

- (a) The Application and portal shall be capable of initially providing all the services specified in Volume I of this RFP.

## **2.3 Up-gradation**

- (a) The Partner shall be responsible within the contract period for subsequent and time to time up-gradation of the Mission Convergence Application and Portal as may be considered appropriate or necessary considering the technological and other developments and advances in this field.
- (b) The Director, Mission Convergence Project, within the contract period, may direct the Partner to carry out such up-gradation, if the Director, Mission Convergence Project is of the opinion that such up-gradation is desirable or necessary considering the scientific advances, technological developments or need based requirements.
- (c) The Partner will not receive any additional payment over and above the commercial bid amount for the abovementioned upgrades. It is expected the Partner will provide for anticipated upgrades in the commercial bid.

## **2.4 Maintenance**

The Partner shall be solely and exclusively responsible for ensuring that the Mission Convergence Application and Portal provides the services as detailed



in this Agreement, effectively and efficiently to all those who access it during the entire period of contract to the entire satisfaction of the Director, Mission Convergence Project. The satisfaction parameters are defined to be adherence to the defined SLAs.

## **2.5 Development Period**

The Partner shall develop and make operational the Mission Convergence Portal to the entire satisfaction of the Director, Mission Convergence Project within a period of 6 months from the project start date. The satisfaction parameters are defined to be successful user testing of the Application & Portal, and sign off on the test results.

## **2.6 Damages**

It is agreed between the Director, Mission Convergence Project and the Partner that the amount of damages are pre-determined, pre-estimated and pre-agreed loss which will be suffered by the Director, Mission Convergence Project due to the delay in the performance of contract by the Partner. The damages shall be applicable as mentioned in Service Level Agreement (SLA) provided in Appendix A.

## **2.7 Ownership**

The ownership of the Mission Convergence Application and Portal so developed by the Partner including all software, components, drawings, designs, formulae, flow charts, data and computer programs and other products used and developed therein shall vest in the Director, Mission Convergence Project for all purposes, immediately after the Mission Convergence application and Portal has become operational. The ownership of all hardware purchased and deployed by the Partner for this project and included in the Bill of Materials, shall vest in the Director, Mission Convergence Project, immediately after installation of the same.

## **2.8 Extensions**

The time limits set out in this Article for performance of various services may be extended in its sole discretion by the Director, Mission Convergence Project if he/she is satisfied that valid and sufficient reasons exist for such extension.

## **2.9 Advertisements**

- (a) The Director, Mission Convergence Project may decide to put on the space meant for advertisement on the Portal Government views, messages, advertisements, information, etc. from time to time.
- (b) The Director, Mission Convergence Project may, in its sole and absolute discretion, decide to have some commercial advertisements on a small portion of the Portal. In such event, the nature of advertisements, their time frame and the charges shall be decided by the Director, Mission Convergence Project.

## 2.10 Payment for Mission Convergence Portal

- (a) The Partner shall not be entitled to any payment (outside the bid) in respect of the development, up-gradation, adding additional services and maintenance of the Mission Convergence Portal.
- (b) The following table outlines the payment schedule to be followed by SSS in compensating the Partner for services provided.
- (c) All payments listed in the table below are to be made by SSS to the Partner only (subject to SLA conditions). Payments to any third party service provider (like network, etc) are the responsibility of the Partner.

S. No	Key Activities/ Milestones	Deliverables	Payment (%)	Payment (INR)
Hardware related costs - This would be done basis the unit costs provided in Commercial Bid). As the actual quantities may vary (post approval from SSS), the amount quoted in Commercial Bid and the amount invoiced, may not be same.				
1.	Initial Study	Detailed level solution outlaying the capex and opex	10% of amount due under this cost head	
2.	Delivery and Inspection of hardware at correct site	Certification of hardware delivered to the minimum specification requirement and quantity at correct site	20% of amount due under this cost head	
3.	Successful Installation and Testing of the hardware	Approved test results	70% of amount due under this cost head	
		SUB TOTAL	100%	
Networking related costs - This would be done basis the unit costs provided in Commercial Bid. As the actual quantities may vary (post approval from SSS), the amount quoted in Commercial Bid and the amount invoiced, may not be same.				
1.	Equipment installation (routers, switches, cabling, etc)	Certification of equipment installation and cabling completion	30% of amount due under this cost head	
2.	Successful testing of connectivity as per SLA guidelines	Approved test results	70% of amount due under this cost head	
		SUB TOTAL	100%	

S. No	Key Activities/ Milestones	Deliverables	Payment (%)	Payment (INR)
Data Center Development costs : This would be the same as that mentioned in the Commercial bid. However, usage of the State Data Center (if decided by SSS) may change the total cost under this head, in which case this payment would be done basis unit costs provided in the Commercial Bid.				
1.	Site Preparation	Site preparation bills	20% of amount due under this cost head	
2.	Server Installation	Certification of hardware installed as per requirements	30% of amount due under this cost head	
3.	Server Testing as per SLA	Approved test results	50% of amount due under this cost head	
		SUB TOTAL	100%	
Application Development & Database Creation: This would be the same as that mentioned in the Commercial bid				
1.	Initial Study	Approval on FRS & SRS approval from SSS	10% of amount due under this cost head	
2.	Data Synching & Upload	Creating database in data center with input data from survey and biometric capture exercise	10% of amount due under this cost head	
3.	User Acceptance Testing on local server	Approved test results	40% of amount due under this cost head	
4.	User Acceptance Testing across different sites (administrative, GRCs, DRCs)	Approved test results	40% of amount due under this cost head	
Operation and Maintenance Costs – to be paid out every quarter for 5 years after the “Go-Live”.				
1.	Connectivity Charges	Dated Bills for connectivity	Quarterly payments made for 5 years after “go-live”, 5% of amount due under this head	
2.	O&M for datacenter, helpdesk, hardware (including network infrastructure)	Invoices giving details of manpower deployed and services provided		
3.	Application Maintenance and Operation	Invoices giving details of manpower deployed and services provided		
4.	Capacity Building Exercise (during period of contract)	Training feedback forms, and attendance sheets		
		SUB TOTAL	100%	
	<b>Total</b>			

### **3. ARTICLE 3 – Financial Terms**

#### **3.1 Payments**

- (a) In consideration of the Services and subject to the provisions of this Agreement, the Director, Mission Convergence project shall pay to the Partner such sums, in pursuance of this agreement, in accordance with the Terms of Payment Schedule.
- (b) The said share of fees and expenses may be revised, both upward and downward, by the Director, Mission Convergence Project in consultation with the Partner as may be considered just and reasonable in the circumstances the services provided and the cost index during the contract period. Any change in the fees / expenses will have to be approved by the State Level Empowered Committee.
- (c) Payment as quoted by the Partner in response to the commercial bid format as indicated would be on the basis of reaching the milestones as per the schedule given above.
- (d) Except as otherwise provided for herein or as agreed between the Parties in writing, the Director, Mission Convergence project 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.
- (e) In case there is a subsequent requirement of any material or service, the unit rates mentioned in the commercial proposal would hold valid. The party would be required to provide services / hardware / any other material at the same costs. This clause may be invoked, in case of any change requests raised and approved during the course of the contract.

### **4. ARTICLE 4 – Maintenance**

#### **4.1 Commencement and Duration of this Agreement**

This Agreement shall come into effect on --\_\_\_\_\_ (hereinafter called the "Effective Date") and shall continue till the completion of the Maintenance phase to the satisfaction of the Director, Mission Convergence Project. The satisfaction parameters are defined to be the degree of adherence to defined SLAs.

#### **4.2 During the Term the Partner shall**

- (a) Take all reasonable and proper care of the entire hardware and software, network or any other information technology infrastructure components used for the project and other facilities leased / owned by the SSS

exclusively in terms of the delivery of the Services as per this Agreement (hereinafter the "Assets") in proportion to their use and control of such Assets which will include all upgrade/ enhancements and improvements to meet the current needs of the project;

- (b) Keep all the Assets (at the MCDC, GRCs, DRCs, administrative offices) in as good and serviceable condition (reasonable wear and tear excepted, as per standard depreciation guidelines) and/or the intangible Assets suitably upgraded subject to the relevant standards as stated in Volume I of the RFP as at the date the Partner takes control of and/ or first uses the Assets and during the entire Term of the Agreement. Pursuant to technological obsolescence, upgrade will be required;
- (c) Ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of the Assets and which are provided to the Partner will be followed by the Partner and any person who will be responsible for the use of the Assets;
- (d) Take such steps as may be properly recommended by the manufacturer of the Assets and notified to the Partner or as may, in the reasonable opinion of the Partner, be necessary to use the Assets in a safe manner;
- (e) To the extent that the Assets are under the control of the Partner, keep the Assets suitably housed and in conformity with any statutory requirements from time to time applicable to them;
- (f) Provide permission to the Director, Mission Convergence project and any persons duly authorized by, to enter any land or premises on which the Assets are for the time being situated so as to inspect the same, subject to any reasonable third party requirements;
- (g) Not knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to law;
- (h) Use the Assets exclusively for the purpose of providing the services as appropriate;
- (i) Not sell, offer for sale, assign, mortgage, encumbrance, pledge, sub-let or lend out any of the Assets except as may be allowed expressly by the Director, Mission Convergence project;
- (j) Maintain standard forms of comprehensive insurance including liability insurance, system and facility insurance and any other insurance for the personnel, Assets, data, software, etc.;
- (k) Transfer the ownership of the Assets (which are not already with the Director, Mission Convergence project which shall include the Interface Software including the source code and associated documentation which is the work product of the development efforts involved in the Project and Mission Convergence Data Center hardware) and hardware, networks

and other items to the Director, Mission Convergence project at the appropriate time, in accordance with the terms of this agreement;

- (l) 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 infrastructure to provide efficient services to all the stakeholders of Mission Convergence project in an efficient and speedy manner;
- (m) Provide a well-prepared documentation for users in form of a user's manual, a clear plan for training, educating and hand holding the users;
- (n) Train the teams / personnel identified by the Director, Mission Convergence project, who will be responsible for operating the application, trouble shooting all post- implementation and maintenance activities. Details of Training are covered in Volume I of this RFP;

## **5. ARTICLE 5 – Conditions Precedent**

### **5.1 Conditions Precedent**

- (a) Subject to express terms to the contrary, the rights and obligations under this Agreement shall take effect only upon fulfilment by the Partner of all the Conditions Precedent set out below. These conditions precedent have to be fulfilled within 7 days from the “Effective date”. The Director, Mission Convergence Project, may at any time in its sole discretion waive fully or partially any of the Conditions Precedent for the Partner.
- (b) Provide Performance Security/ Guarantee and other guarantees/ payments to the Director, Mission Convergence project as specified in Vol. II;
- (c) Provide the Director, Mission Convergence project certified true copies of its constitutional documents and board resolutions authorizing the execution, delivery and performance of this Agreement;
- (d) Provide the Director, Mission Convergence project certified true copies of the consortium’s inter-se or back-to-back agreement, if applicable; and
- (e) Shall have completed/ achieved the acceptance testing and certification and commissioning, of the Mission Convergence project at Delhi as per requirements as defined in Article 12 of this Agreement and providing the services to the stakeholders in conformity to this Agreement, successfully and to the satisfaction of the Director, Mission Convergence project. The satisfaction parameter is defined to be observed adherence to the defined SLAs.
- (f) Shall ensure ‘Go-Live’ of Mission Convergence solution developed at specified locations as specified by Director, Mission Convergence Project;

## 5.2 Non-fulfilment of Conditions Precedent

- (a) In the event that any of the Conditions Precedent has not been fulfilled by the Partner and the same has not been waived by the Director, Mission Convergence Project fully or partially, this Agreement shall cease to have any effect as of that date.
- (b) In the event that the Agreement fails to come into effect on account of non-fulfilment of the Partner's Conditions Precedent, the Director of Mission Convergence Project shall not be liable in any manner whatsoever to the Partner.
- (c) In the event that vacant possession of any of the Mission Convergence project facilities and/or Mission Convergence project data has been delivered to the Partner prior to the fulfilment in full of the Conditions Precedent, upon the termination of this Agreement such shall immediately revert to the Director, Mission Convergence project, free and clear from any encumbrances or claims.
- (d) Instead of terminating this Agreement as provided in paragraph 1.3.2(a) above, the Parties may extend the time for fulfilling the Conditions Precedent and the Term of this Agreement by mutual agreement. It is clarified that any extension of time shall be subject to imposition of penalties on the Partner linked to the delay in fulfilling the Conditions Precedent.

## 6. ARTICLE 6 – Discrepancies

### 6.1 Discrepancies

- xvi. Volume I and Volume II issued with this RFP shall form part of this Agreement. In the case any discrepancy, contradiction or ambiguity, the interpretation of the Director, Mission Convergence Project shall be final and binding on the Partner. In the event of a conflict between various documents, the terms of the following shall prevail in the descending order of priority:
  - (a) Final Clarification provided by the SSS / Director, Mission Convergence Project
  - (b) This Agreement
  - (c) Any Corrigendum to this RFP
  - (d) RFP (Volumes I, II)

## **7. ARTICLE 7 – Other Obligations**

### **7.1 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 Partner represents that it is a competent provider of a variety of information technology and government process transformation services & can successfully implement & maintain public service delivery projects similar to Mission Convergence project. Partner 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 Director, Mission Convergence project, regarding matters which would assist the Director, Mission Convergence project in its use of the services, provided that Partner shall not be obligated to share other client information or Confidential Information of Partner not relevant to this Agreement.
- (c) The Partner shall perform the Services (i) 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 this Agreement, (ii) so as to comply with the applicable Service Levels, if any, in accordance with the terms of the applicable Project Engagement Definition.
- (d) The Partner would provide 2 Full time Project Managers, along with named resources in the resource plan submitted by the Partner, who would be working with SSS in the working with the departments for necessary approvals, co-ordinate with sites, co-ordinate delivery and implementation, provide weekly update on the progress/MIS of the project.

### **7.2 Approvals and Required Consents**

- (a) The Parties shall cooperate to procure, maintain and observe all relevant and customary regulatory and governmental licenses, clearances and applicable approvals (hereinafter the “Approvals”) necessary for the Partner to provide the Services. The costs of such Approvals shall be borne by the Partner.
- (b) Both parties will give each other all co-operation and information reasonably required to meet their respective obligations under this Agreement.
- (c) The Director, Mission Convergence Project shall use reasonable endeavours to assist the Partner to obtain the Required Consents. In the



event that any Required Consent is not obtained, the Partner and the Director, Mission Convergence project will co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for the Director, Mission Convergence project to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such Required Consent is obtained, provided that the Partner shall not be relieved of its obligations to provide the Services and to achieve the Service Levels until the Required Consents are obtained if and to the extent that the Partner's obligations are dependent upon such Required Consents.

- (d) During the duration of the project, the Partner shall not employ any personnel of the Department of Information Technology, GNCTD and SSS.

### **7.3 Taxes and duties**

- (a) Taxes as applicable shall, in NCT of Delhi, shall be borne by the Partner.
- (b) The Director, Mission Convergence Project shall be entitled for withholding taxes, from the amounts due and payable to the Partner wherever applicable. The Partner shall pay for all other taxes in connection with this Agreement, including, but not limited to sales, use, excise, value-added, and other similar taxes or duties. The Partner agrees to reimburse and hold the Director, Mission Convergence project harmless from any deficiency (including penalties and interest) relating to taxes that are its responsibility under this paragraph. For purposes of this Agreement, taxes shall include taxes incurred on transactions between and among the Director, Mission Convergence project and the Partner.
- (c) In the event of any increase or decrease of the rate of taxes due to any statutory notification/s during the Term of the Agreement the consequential effect shall be to the account of the Partner.

### **7.4 Security and Safety**

- (a) The Partner will comply with the directions issued from time to time by the Director, Mission Convergence, project and the standards related to the security and safety as stated in the RFP Volume I, insofar as it applies to the provision of the services.
- (b) The Partner shall make every effort to secure data, in particular the citizen data and shall build in controls such as SSO, encryption, deletion upon synchronization with Mission Convergence Data Center servers, password policies to protect the privacy of the citizen data. The physical security of the central databases shall also be ensured by the Partner.

The details of security procedures and guidelines for securing data may be referenced in Volume I of this RFP.

- (c) Each Party shall also comply with Mission Convergence project's information technology security and standards policies in force from time to time at each location of which the Director, Mission Convergence project makes the Partner aware.
- (d) The Parties 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 Mission Convergence project's data, facilities or Confidential Information.
- (e) The Parties shall promptly report 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 Mission Convergence project facilities.
- (f) The Partner is required to perform or adhere to security measures concerning the Mission Convergence project Data which were in place (i) as of the Effective Date; and (ii) those made available to it in writing from time to time.
- (g) The Partner shall not transfer any Mission Convergence project data to others persons unless otherwise authorized by Director, Mission Convergence project in this regard.

## **7.5 Force Majeure**

- (a) Neither Party to this Agreement 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 unable to perform ("Force Majeure") events such as but not limited to acts of God not confined to the premises of the Party claiming the Force Majeure, flood, drought, lightning or fire, earthquakes, strike, lock-outs beyond its control, labour disturbance not caused at the instance of the Party claiming Force Majeure, acts of government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions etc. No failure, delay or other default of any contractor 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 defence with particulars detail in writing to the other Party and shall demonstrate that it has and is taking all reasonable measures to mitigate the events of Force Majeure.

- (c) In the event the Force Majeure substantially prevents, hinders or delays the Partner's performance of Services necessary for the operation of Mission Convergence project's critical business functions for a period in excess of 5 days, Director, Mission Convergence Project may declare that an emergency exists.
- (d) When the events leading to Force Majeure no longer exist, Director Mission Convergence project, will issue a notice to the Partner to resume normal services at all affected sites and for all operations within a period of 7 days. In the event that the Partner is not able to resume services within the said period or such extended period as may be fixed by Director, Mission Convergence project, the Director, Mission Convergence project may terminate the Agreement and/or obtain substitute performance from an alternate supplier. If there is any further delay despite the extended period, Director, Mission Convergence project will have the option to invoke the Performance Guarantee. .
- (e) All payments pursuant to termination due to Force Majeure event shall be in accordance with the Terms of Payment Schedule.

## **8. ARTICLE 8 – Breach, Rectification and Termination**

### **8.1 Events of Breach**

In the event that either Party believes that the other is in breach of its obligations under this Agreement, such aggrieved Party may terminate this Agreement after giving valid notice to the other Party. Any notice served pursuant to this Article shall give reasonable details of the breach. The events of breach may include but not limited to the following:

- (a) If the Mission Convergence Portal fails to function to the satisfaction of the Director, Mission Convergence Portal (as per defined SLAs) for a period of 7 days, the Director, Mission Convergence project, will serve a notice for curing this breach within 2 days. In case the breach continues after the notice period, the Director, Mission Convergence project may terminate this Agreement.
- (b) If there is a default in providing satisfactory services (as per defined SLAs) to the citizens attributable to the services/products supplied by the Partner as per this Agreement, continuously for more than 7 days at any one Centre, then the Director, Mission Convergence project, will serve a notice for curing this breach within 2 days. In case the material breach continues after the notice period, the Director, Mission Convergence project may terminate this Agreement.
- (c) Time is of the essence of the contract. If there is a delay, for reasons attributable to the Partner, of more than two months in the Project

Implementation by the Partner, Director, Mission Convergence Project may terminate this Agreement after affording a reasonable opportunity to the Partner to explain the circumstances leading to such a delay. Further, Director, Mission Convergence project may also invoke the Performance Guarantee of the Partner.

- (d) If there is a delay by the Director, Mission Convergence project in handing over the locations in time, not providing support for integration of Mission Convergence system with the IT systems of the participating departments and agencies of GNCTD, or not providing the certification of the Implementation Phase, then the Partner may give a two months notice for curing the breach. In the event the Breach continues, the Partner may have the option to terminate the Agreement. On such termination, the Director, Mission Convergence Project shall not be liable for any financial consequences.
- (e) Where a change of management of the Partner has occurred whereby the Partner-company has merged, amalgamated or been taken over, due to which the majority shareholding of the Partner has been transferred to another entity, Director, Mission Convergence project can by a 6 months written notice, terminate this Agreement and such notice shall become effective at the end of the notice period.
- (f) Where this Agreement is terminated, the Partner shall liable to compensate the Director, Mission Convergence Project for all the losses and damages suffered or are likely to be suffered due to the wrongful action of the Partner.

## **9. ARTICLE 9 – Intellectual Property**

### **9.1 Intellectual Property**

- (a) Except to the extent otherwise expressly provided in this Agreement, Director, Mission Convergence project shall retain exclusive intellectual property rights to all the data, forms, compilations & other work products of the Mission Convergence project and nothing herein shall or will be construed or deemed to grant to the Partner any right, title, license, sublicense, proprietary right or other claim against or interest in, to or under (whether by estoppel, by implication or otherwise) to the aforesaid rights.
- (b) Nothing contained in this Agreement shall or will be construed or deemed to grant to the Partner any right, title, license or other interest in, to or under (whether by estoppel, by implication or otherwise) any logo, trademark, trade name, service mark or similar designations of Mission Convergence project.
- (c) Partner shall not use the Mission Convergence project data or use the source code to provide services for the benefit of any third party.

- (d) Partner shall indemnify, defend and hold harmless Mission Convergence project and their respective officers, employees, successors and assigns, from and against any and all losses arising from claims by third parties that any deliverable (or the access, use or other rights thereto) created by Partner pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property (or the access, use or other rights thereto) provided by Partner pursuant to this Agreement, infringes a copyright, patent or constitutes misappropriation or unlawful disclosure or use of another Party's trade secret under the laws of the India (collectively, "Infringement Claims");
- (e) Director, Mission Convergence project shall have no liability or obligation to Partner or any other Party to the extent the Infringement Claim is based upon any use of the equipment, software, information, methods of operation or other intellectual property (or the access, use or other rights thereto) for the benefit of any Party (including any use by Partner or its nominees outside the scope of the Services) other than for Mission Convergence project.
- (f) If Partner uses in the course of the provision of the Services, any Hardware, Networking equipments / Third Party System, it will use all commercially reasonable endeavours to pass through to the Director, Mission Convergence project 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 Director, Mission Convergence project, the Partner will enforce such warranties on the Director's behalf and account to the Director, Mission Convergence project for so doing.
- (g) All the rights, title and interests in and to, and ownership in, Proprietary Information of Mission Convergence project which is provided to Partner, and all modifications, enhancements and other derivative works of such Mission Convergence project Proprietary Information ("MISSION CONVERGENCE PROJECT Proprietary Information"), as a result of Services rendered by the Partner hereunder shall remain solely with Director Mission Convergence project. Partner shall be entitled to use such Mission Convergence project Proprietary Information only during the Agreement Term and only for the purposes of providing the Services or to the extent necessary for Partner's normal operational, repair and maintenance purposes related to the Services. Director, Mission Convergence project shall retain ownership of all Intellectual Property Rights related to Mission Convergence project Proprietary Information.
- (h) All the rights, title and interests in and to, and ownership in, Proprietary Information of Partner, which is provided to Director, Mission Convergence project, and all modifications, enhancements and other derivative works of such Partner Proprietary Information ("Partner Proprietary Information"), shall remain solely with Partner. The Partner will

upon the award of the Project in its favour, declare the status of all the Partner Proprietary Information along with documentary support sufficient to establish its sole legal rights in the aforesaid Proprietary Information to Director, Mission Convergence project. This Proprietary Information shall refer to that which has been owned by the Partner prior to commencement of this Agreement. However, any software that may be acquired from third parties during the term of this Agreement and that which may be developed by the Partner during the course of the Agreement specifically for Mission Convergence project shall not be considered as Partner Proprietary Information by the Mission Convergence project. Director, Mission Convergence project shall be entitled to use the Partner Proprietary Information only in connection with the Services or to the extent necessary for Mission Convergence project's normal operational, repair and maintenance purposes related to the Services. To the extent that the Partner Proprietary Information is incorporated within the Deliverables, Partner and its employees engaged hereby grant to Director, Mission Convergence project a worldwide, perpetual, irrevocable, transferable, paid-up right and license to use, copy, modify (or have modified), transport to Mission Convergence project facilities, and prepare from them, use and copy derivative works for the benefit of and internal use of Mission Convergence project such Partner Proprietary Information. Director, Mission Convergence project's rights pursuant to the preceding sentence include the right to disclose such Partner Proprietary Information to third party contractors solely for use on Mission Convergence project provided that all such third party contractors execute, deliver and comply with any customary confidentiality and nondisclosure agreements reasonably required by Director, Mission Convergence project.

## 9.2 Ownership of Deliverables

With respect to ownership of the Deliverables, the Parties agree that the following shall apply:

- (a) The Deliverables shall be identified as being either: Category A Deliverables and Category B Deliverables in the Project Engagement Definition. If not so identified, all the Deliverables shall be considered Category A Deliverables for the purposes of this Agreement.
- (b) Category A Deliverables are those Deliverables provided to Director, Mission Convergence project by Partner during the course of its performance under this Agreement and/or a Project Engagement Definition which includes but is not limited to Software as defined in this Agreement, in which, subject to the foregoing provisions of this Article, all right, title and interest in and to such Deliverables, shall, immediately upon creation vest in Director, Mission Convergence project. To the

extent that the Partner Proprietary Information is incorporated within the Deliverables, Partner and its employees engaged hereby grant to Director, Mission Convergence project, a worldwide, perpetual, irrevocable, transferable, paid-up right and license to use, copy, modify (or have modified), transport to Mission Convergence project facilities, and prepare from them, use and copy derivative works for the benefit of and internal use of Mission Convergence project, of such Partner Proprietary Information.

- (c) Category B Deliverables are those Deliverables provided to Director, Mission Convergence project by Partner during the course of its performance under this Agreement and the SLA, in which the Partner retains the rights to but grants to the Director, Mission Convergence project, subject to the foregoing provisions of this Article a worldwide, perpetual, irrevocable, non-exclusive, transferable, paid-up right and license to the Deliverables including the right to use, copy, modify (or have modified), transport to Mission Convergence project at the locations provided by Mission Convergence project, and prepare from them, use and copy derivative works for the benefit of and internal use of Mission Convergence project. If Partner proceeds to apply for, or assign to any third party, any patent rights relating to such Category B Deliverables, Partner will ensure that the Director, Mission Convergence project's rights as provided herein are preserved.

### 9.3 Post Termination Responsibilities

Upon the expiration or any termination of this Agreement (and also in respect of the SLA), Partner shall undertake the actions set forth below in this Article to assist Director, Mission Convergence project to procure replacement services equivalent to Services provided hereunder.

- (a) Further the Partner undertakes to negotiate in good faith with Director, Mission Convergence project and any relevant Replacement Partner in respect of commercial terms applying to all Partner Intellectual Property Rights and which Director, Mission Convergence project and any relevant Replacement Partner require to enable them to provide or receive services substantially equivalent to the Services hereunder.
- (b) In respect of Third Party Intellectual Property Rights, Partner undertakes to assist Director, Mission Convergence project to secure such consents or licenses from such third parties as are necessary to enable Mission Convergence project to receive services substantially equivalent to the Services hereunder. The obligations of the Partner under this Article shall be considered part of the services performed by the Partner under the Schedule II: Exit Management Schedule.

**10. ARTICLE 10 – Miscellaneous**

**10.1 Confidentiality**

- (a) The Partner recognizes that during the term of this Agreement sensitive data will be procured and made available to it, its agents and others working for or under the Partner. Disclosure or usage of the data by any such recipient may cause harm not only to the stakeholders whose data is used but also to all others. The function of Director, Mission Convergence project requires the Partner, its agents to demonstrate utmost care, sensitivity and strict confidentiality. Any breach of this Article will result in Director, Mission Convergence project and its nominees receiving a right to seek injunctive relief and damages without any limit, from the Partner.
- (b) Each Party agrees as to any Confidential Information disclosed by a Party to this Agreement (the "Discloser") to the other Party (the "Recipient"):
  - 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 Agreement or as otherwise expressly permitted or expressly required by this Agreement 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 Agreement, or as required in connection with Recipient's use as permitted under this Article, or as needed for the purposes of this Agreement, 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 Agreement.
- (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 developed 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, 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.

The provisions of this Article shall survive the expiration or any earlier termination of this Agreement

- (d) Subject as otherwise expressly provided in this Agreement 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 Agreement 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 this Agreement.
- (e) Neither Party is restricted by the provisions of this Article from using (including using to provide products or perform services on behalf of third parties) any ideas, concepts, know how and techniques that are related to the Recipient's business activities and which are retained in unaided memories of the Recipient's employees or agents (and not intentionally memorized for the purpose of later recording or use) (collectively, the "Residuals"). This Article shall not permit the disclosure or use by either Party of any financial (including business plans), statistical, product, personnel or customer data of the other Party. Each Party agrees not to disclose the source of the Residuals.
- (f) Both Parties agree that monetary damages would not be a sufficient remedy for any breach of this Article by the other Party and that Director, Mission Convergence project and Partner, 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.
- (g) In connection with the Services, Partner may from time to time undertake one or more quality assessment reviews for the purpose of improving Mission Convergence project. In order for such reviews to be frank and

candid, for the greatest benefit to both Director, Mission Convergence project and Partner, they shall be kept confidential to the greatest extent possible. However, the Parties agree that in the event of default by the Partner in meeting the commitments under this project, any documentation created in connection with such quality assessment reviews can be used in any arbitration or legal proceedings against Partner related to this Agreement or the Services.

## 10.2 Personnel

- (h) Personnel assigned by Partner to perform the services shall be employees of Partner, and under no circumstances will such personnel be considered employees of Mission Convergence project. Partner 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.
- (i) Partner shall ensure that number and qualification of personnel employed to perform the services, are in line with the resource plans and CVs provided with the bid. In case of named CVs in the bid, the Partner shall ensure that the specific personnel named in the bid shall be available to perform the services specific to Mission Convergence Project. Director, Mission Convergence project shall have the right to require the removal or replacement of any Partner personnel performing work under this Agreement. In the event that Director, Mission Convergence project requests that any Partner personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule but not later than 15 working days.
- (j) The Partner shall also be responsible to train selected employees of Mission Convergence project with regard to the services being provided by the Partner as and when required by Mission Convergence project during the Term of this Project. The parameters of the training shall be communicated by Director, Mission Convergence project to the Partner periodically and shall be in accordance with the latest procedures and processes available in the relevant areas of work.
- (k) In the event Director, Mission Convergence project identifies any personnel of Partner as "Key Personnel", then the Partner shall not remove such personnel without the prior written consent of Director, Mission Convergence project.
- (l) Except as stated in this Article, nothing in this Agreement will limit the ability of the Partner to freely assign or reassign its employees; provided that Partner shall be responsible, at its expense, for transferring all

appropriate knowledge from personnel being replaced to their replacements. Director, Mission Convergence project shall have the right to review and approve Partner's plan for any such knowledge transfer. Partner shall maintain the same standards for skills and professionalism among replacement personnel as in personnel being replaced.

(m) Partner should not employ any person below eighteen years of age

### **10.3 Independent Contractor**

Nothing in this Agreement or the SLA shall be construed as establishing or implying any partnership or joint venture between the Parties to this Agreement. Except as expressly stated in this Agreement nothing in this Agreement shall be deemed to constitute any 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.

### **10.4 Sub Contractors**

The Partner shall not be allowed to subcontract any work related to the Mission Convergence project. It is clarified that the Partner shall be the principal employer for all claims arising from the liabilities statutory or otherwise, concerning the Service Delivery centres and Government departments. The Director, Mission Convergence Project shall not be liable in any respect whatsoever. The Partner undertakes to indemnify Director, Mission Convergence project or its nominated agencies from any claims on the grounds stated hereinabove.

### **10.5 Assignment**

All terms and provisions of this Agreement shall be binding on and shall inure to the benefit of Director, Mission Convergence project, Partner and any assignment or transfer of this Agreement or any rights hereunder by either Party shall be strictly prohibited.

### **10.6 Notices**

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

- (b) In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below

**Mission Convergence Project:**

Samajik Suvidha Sangam

Room no. 403, 4th Level, B-wing

Delhi Secretariat, IP Estate

New Delhi - 110002

**Partner:**

Tel:

Fax:

Contact:

- (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 9.30 am and 5.30 pm at the address of the other Party set forth above or on the next working day thereafter if delivered outside such hours, and 7 calendar days from the date of posting (if by letter).

## 10.7 Severability and Waiver

- (a) If any provision of this Agreement or any part thereof, are found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision, a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.
- (b) No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement of any right, remedy or provision of this Agreement 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.

## 10.8 Ethics

The Partner 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 Mission Convergence project, or its nominated agencies in connection with this agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of Mission Convergence project 's standard policies and may result in cancellation of this Agreement.

#### **10.9 Survivability**

The termination or expiry of this Agreement for any reason shall not affect or prejudice any terms of this Agreement, or the rights of the Parties under them which are either expressly or by implication intended to come into effect or continue to be in effect after such expiry or termination.

#### **11. ARTICLE 11 – Governing Law and disputes**

- (a) This Agreement shall be governed in all respects by the laws of India.
- (b) Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof, which can not be resolved amicably, shall be referred to a two arbitrators, one arbitrator to be appointed by each party. The provisions of the Arbitration and Conciliation Act, 1996 including any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at, Delhi, India.

#### **12. ARTICLE 12 – Scope of Work**

The Scope of Work may be included in the agreement at the time of signing from the Section 3, RFP Volume 1, with minor modifications to keep intact the spirit of the agreement.

#### **13. ARTICLE 13 – Deliverables and Timelines**

The Deliverables and Timelines may be included in the agreement at the time of signing from the Section 3, RFP Volume 1, with minor modifications to keep intact the spirit of the agreement.

#### **14. ARTICLE 14 – Roles and Responsibilities**

The Roles and Responsibilities Matrix may be included in the agreement at the time of signing from the Section 3, RFP Volume 1, with minor modifications to keep intact the spirit of the agreement.

#### **15. ARTICLE 15 – Service Level Agreement (SLA)**

##### **15.1 General Purpose**

- (a) All Appendices and other attachments to this Article are hereby incorporated as a part of this SLA by this reference.
- (b) 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.
- (c) Words denoting the singular shall include the plural and vice versa and words denoting persons shall include firms and corporations and vice versa.
- (d) This SLA, as a part of this MSA shall operate as a legally binding services agreement specifying terms which apply to the Parties and to the provision of the Services by the Partner to the Director, Mission Convergence Project under this MSA.

##### **15.2 Objectives and Scope**

The Partner is to conform to the specified Service Levels, which will ensure:

- (a) Providing speedy and efficient services to the Departments and Agencies of GNCTD and their employees;
- (b) Making it convenient for citizens to interact with Government;
- (c) To meet the aforesaid objectives the Partner will provide the Service Levels in accordance with the performance metrics as more particularly described in Appendix A of this agreement. Further this SLA shall govern the provision of the contracted professional services to GNCTD or its nominees after the Effective Date.

##### **15.3 Commencement and Duration of this SLA**

This SLA shall commence on the date on which this agreement is fully executed by the Director, Mission Convergence Project, and the Partner (the Effective Date), and shall, unless terminated earlier in accordance with its terms or unless otherwise agreed by the Parties, expire on the date on which this MSA expires or terminates for any reason, which shall be 66 months from the Effective Date of this Agreement.

#### 15.4 Terms of Payment and Service Credits and Debits

- (a) In consideration of the Services and subject to the provisions of this MSA, the Director, Mission Convergence project shall pay the service charges / fees to the Partner in accordance with the Terms of Payment Schedule of the MSA.
- (b) It is clarified here that the Director, Mission Convergence project can also calculate a financial sum and debit the same against the terms of payment as defined in the Terms of Payment Schedule of the MSA as a result of the failure of the Partner to meet the Service Level, such sum being determined in accordance with the terms of the Appendix A of this SLA.

#### 16. ARTICLE 16 - Amendment

The Parties acknowledge and agree that changes to this agreement shall be made in writing in accordance with the procedure (Schedule I: Change Control Schedule) this Agreement is executed and signed.

**IN WITNESS WHEREOF** the Parties hereunto have by duly authorized representatives set their respective hands and seal to these present on the date mentioned above:

For and on Behalf of the  
President of India

For the Partner

\_\_\_\_\_  
Mission Director,  
Samajik Suvidha Sangam, GNCTD

\_\_\_\_\_

## **SCHEDULE I : CHANGE CONTROL SCHEDULE**

### **1 CHANGE CONTROL PROCEDURE**

This Schedule describes the procedure to be followed in the event of any proposed change to the Master Service Agreement (“MSA”). Such change shall include, but shall not be limited to, changes in the scope of services provided by the Partner and changes to the terms of payment as stated in the Terms of Payment Schedule.

Director, Mission Convergence project and the Partner recognize that frequent change is an inevitable part of delivering services and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without a material effect on the cost. The Partner 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 Director, Mission Convergence project will work with the Partner to ensure that all changes are discussed and managed in a constructive manner.

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

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

- a. Change requests in respect of the MSA will emanate from the Parties' respective Project Managers 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 Appendix B hereto. CCNs will be presented to the other Party's Project Manager who will acknowledge receipt by signature of the CCN.
- b. The Partner and Director, Mission Convergence project, 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 Article 12 of this Agreement and is suggested and applicable only after the testing, commissioning and certification of the Project Implementation Phase as set out in this Agreement.
- c. It is hereby also clarified that the payment for the change of scope as stated will be calculated as per the estimated man-month effort quoted by the Partner in its bid and stated in a man-month effort to be submitted by the Partner prior to taking up the change of control event and accepted by Director, Mission Convergence project.



## 1.2 Quotation

- a. The Partner shall assess the CCN and complete Part B of the CCN. In completing Part B of the CCN the Partner shall provide as a minimum:
- a description of the change;
  - a list of deliverables required for implementing the change;
  - a timetable for implementation;
  - any relevant acceptance criteria;
  - an assessment of the value of the proposed change;
  - Material evidence to prove that the proposed change is not already covered within the scope of the project or MSA.
- b. Prior to submission of the completed CCN to Director, Mission Convergence project, or its nominated agencies, the Partner will undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the Partner shall consider the materiality of the proposed change in the context of the MSA affected by the change and the total effect that may arise from implementation of the change.
- c. Materiality criteria will be established by Director, Mission Convergence project and the Partner'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.

## 1.3 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 Partner meets the obligations as set in the CCN. In the event the Partner 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 Partner.

## 1.4 Reporting

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

## 1.5 Obligations

The Partner shall be obliged to implement any proposed changes once approval in accordance with Article above has been given, with effect from the date agreed for implementation.

## **SCHEDULE II : EXIT MANAGEMENT SCHEDULE**

### **1 EXIT MANAGEMENT**

#### **1.1 Purpose**

- a. This Schedule sets out the provisions, which will apply on expiry or termination of the MSA.
- b. In the case of termination of the Project Implementation and/or Operation and Management SLA 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.

#### **1.2 Transfer of Assets**

- a. The Partner shall be entitled to use the Assets for the duration of the exit management period, which shall be the six month period from the date of expiry, or termination of the MSA.
- b. Assets (i.e., Portal, software and hardware (excluding any rights associated with the site such as rental rights or ownership rights)), Director, Mission Convergence project shall be entitled to serve notice in writing on the Partner at any time during the exit management period as detailed hereinabove requiring the Partner to provide Director, Mission Convergence project with a complete and up to date list of the Assets within 30 days of such notice. Director, Mission Convergence project shall then serve notice in writing on the Partner at any time prior to the date that is 30 days prior to the end of the exit management period requiring the Partner to transfer the said Assets to Director, Mission Convergence project or to a Replacement Partner.
- c. Upon service of a notice under this Article the following provisions shall apply:
  - (i) in the event, if the Assets to be transferred are mortgaged to any financial institutions by the Partner, the Partner 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 Director, Mission Convergence project.
  - (ii) all risks in and title to the Assets to be transferred to Director, Mission Convergence project pursuant to Article shall be transferred to Mission Convergence project, on the last day of the exit management period.

#### **1.3 Co-operation and Provision of Information**

During the exit management period:

- a. The Partner will allow Director, Mission Convergence project access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the Director, Mission Convergence project to assess the existing services being delivered;
- b. Promptly on reasonable request by Director, Mission Convergence project, the Partner shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with the MSA, the Project Implementation, and the Operation and Management SLA relating to any material aspect of the services (whether provided by the Partner or any associated entity). Director, Mission Convergence project shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The Partner shall permit Director, Mission Convergence project and/or any Replacement Partner to have reasonable access to its employees and facilities as reasonably required by Director, Mission Convergence project to understand the methods of delivery of the services employed by the Partner and to assist appropriate knowledge transfer.
- c. The Partner shall along with Director ensure the transfer of knowledge of the infrastructure, services, processes, changes from the personnel of the Partner to the personnel of PMU or personnel/agency appointed by the PMU. This knowledge transfer is to ensure the smooth transition, operation and management of the Mission Convergence project so that the service delivery and quality is not impacted. The knowledge transfer process shall start 6 months prior to the exit management period and shall continue until it has been signed-off and approved as completed by the Director. The Partner shall ensure that all source code, artifacts, documents on the systems, services, processes and personnel are provided to the PMU in an organized manner.

#### **1.4 Confidential Information, security and data**

- a. The Partner will promptly on the commencement of the exit management period supply to Director, Mission Convergence project the following:
  - (i) updated and current version of the source code for all the applications in Mission Convergence Project
  - (ii) documentation relating to Mission Convergence project's Intellectual Property Rights;
  - (iii) Mission Convergence project data and confidential information;
  - (iv) all current and updated Mission Convergence project data as is reasonably required for purposes of Mission Convergence project or its nominated agencies transitioning the services to its Replacement Partner in a readily available format nominated by Director, Mission Convergence project;

- (v) all other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable Mission Convergence project or its nominated agencies, or its Replacement Partner to carry out due diligence in order to transition the provision of the services to Mission Convergence project or its nominated agencies, or its Replacement Partner (as the case may be).
- b. Before the expiry of the exit management period, the Partner shall deliver to Director, Mission Convergence project all new or up-dated materials from the categories set out in Article above and shall not retain any copies thereof, except that the Partner shall be permitted to retain one copy of such materials for archival purposes only.
- c. Before the expiry of the exit management period, unless otherwise provided under the MSA, Director, Mission Convergence project shall deliver to the Partner all forms of Partner confidential information, which is in the possession or control of Mission Convergence project or its users.

### **1.5 Employees**

- a. Promptly on reasonable request at any time during the exit management period, the Partner shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to Director, Mission Convergence project a list of all employees (with job titles) of the Partner 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 Partner, Mission Convergence project, or its Replacement Partner may make an offer of employment or contract for services to such employee of the Partner and the Partner shall not enforce or impose any contractual provision that would prevent any such employee from being hired by Director, Mission Convergence project or any Replacement Partner.

### **1.6 Transfer of Certain Agreement**

On request by Director, Mission Convergence project, the Partner shall effect such assignments, transfers, licences and sub-licences as Director, Mission Convergence project may require in favour of Director, Mission Convergence project, or its Replacement Partner in relation to any equipment lease, maintenance or service provision agreement between Partner and third party lessors, vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by the PMU, Mission Convergence project or its Replacement Partner.

### 1.7 Rights of Access to premises

- a. At any time during the exit management period, where Assets are located at the Partner's premises, the Partner 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) Director, Mission Convergence project, and/or any Replacement Partner in order to make an inventory of the Assets.
- b. The Partner shall also give Director, Mission Convergence project or its nominated agencies, or any Replacement Partner right of reasonable access to the Partner's premises and shall procure Director, Mission Convergence project or its nominated agencies and any Replacement Partner 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 Director, Mission Convergence project or its nominated agencies, or a Replacement Partner.

### 1.8 General Obligations of the partner

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

### 1.9 Exit Management Plan

- a. The Partner shall provide the Director, Mission Convergence Project with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the MSA as a whole and in relation to the Project Implementation, and the Operation and Management SLA.
  - (i) A detailed program of the transfer process that could be used in conjunction with a Replacement Partner 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 Partner's staff, suppliers, customers and any related third party as are necessary to avoid any

material detrimental impact on Mission Convergence project's operations as a result of undertaking the transfer;

- (iii) (if applicable) proposed arrangements for the segregation of the Partner's networks from the networks employed by Mission Convergence project and identification of specific security tasks necessary at termination;
  - (iv) Plans for provision of contingent support to Mission Convergence project, and Replacement Partner for a reasonable period after transfer.
- b. This Exit Management plan shall be furnished in writing to Director, Mission Convergence project or its nominated agencies within 90 days from the Effective Date of this Agreement.
  - c. The Partner shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
  - d. Each Exit Management Plan shall be presented by the Partner to and approved by Director, Mission Convergence project or its nominated agencies.
  - e. The terms of payment as stated in the Terms of Payment Schedule include the costs of the Partner complying with its obligations under this Schedule.
  - f. In the event of termination or expiry of MSA, each Party shall comply with the Exit Management Plan.
  - g. During the exit management period, the Partner shall use its best efforts to deliver the services.
  - h. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

## **SCHEDULE III : AUDIT, ACCESS AND REPORTING SCHEDULE**

### **1 AUDIT, ACCESS AND REPORTING**

#### **1.1 Purpose**

This Schedule details the audit, access and reporting rights and obligations of Director, Mission Convergence project and the Partner under the MSA.

#### **1.2 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 Operation and Management Phase. Such timetable may be reviewed every 3 months. During the Implementation Phase and during the Operation & Management Phase, Director, Mission Convergence project shall conduct routine audits in accordance with such agreed timetable and shall not be required to give the Partner any further notice of carrying out such audits.
- b. Director, Mission Convergence project 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 or a security violation, or a breach of confidentiality obligations by the Partner or his employees, or other entities, provided that the requirement for such an audit is notified in writing to the Partner 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.
- c. The frequency of audits shall be once before and during 'Go-Live' during the first year of implementation and yearly afterwards provided always that Director, Mission Convergence project shall endeavour to conduct such audits with the lowest levels of inconvenience and disturbance practicable being caused to the Partner. From second year audits will be conducted annually.
- d. SSS / GNCTD will nominate an independent agency for conducting the annual audit. The cost of the audit will be borne by the Partner.
- e. The audit and access rights contained within this Schedule shall survive the termination or expiration of the MSA for a period of twenty-four (24) months.

#### **1.3 Access**

The Partner shall provide to Director, Mission Convergence project reasonable access to employees, suppliers, agents, third party facilities, including any leased premise used for Mission Convergence, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in

connection with the audits and inspections. Director, Mission Convergence project shall have the right to copy and retain copies of any relevant records. The Partner shall make every reasonable effort to co-operate with them.

#### **1.4 Audit Rights**

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

#### **1.5 Audit Rights of Suppliers and Agents**

- a. The Partner shall use reasonable endeavours to achieve the same audit and access provisions as defined in this Schedule with suppliers and agents who supply labour, services, equipment or materials in respect of the services. The Partner shall inform Director, Mission Convergence project prior to supply agreement of any failure to achieve the same rights of audit or access.
- b. Reporting: The Partner will provide monthly reports to Director, Mission Convergence project regarding any specific aspects of the project and in context of the audit and access information as required by Director, Mission Convergence project. The frequency of status reports may be increased to fortnightly during the Project Implementation Phase.



## 1.6 Action and Review

- a. Any change or amendment to the systems and procedures of the Partner, or associated entity, 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 Director, Mission Convergence project or the appropriate Mission Convergence project Manager and the Partner Project Manager who shall determine what action should be taken in respect of such discrepancies in accordance with the terms of the MSA.

## 1.7 Terms of Payment

Director, Mission Convergence project and the Partner shall bear their own costs of non-routine audits and inspections. The terms of payment are inclusive of any costs of the Partner, for all reasonable assistance and information provided under the MSA by the Partner pursuant to this Schedule.

For routine (timetabled) Third Party audits, SSS / GNCTD will nominate an independent agency for conducting the annual audit. The cost of the audit will be borne by the Partner and is estimated at INR 45Lakhs per annum.

## 1.8 Records and Information

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

## **SCHEDULE IV : GOVERNANCE SCHEDULE**

### **1 GOVERNANCE SCHEDULE**

#### **1.1 Purpose**

The purpose of this Schedule is to (i) establish and maintain the formal and informal processes for managing the relationship between Director, Mission Convergence project and the Partner (including the outputs from other Schedules to this Agreement; (ii) define the principles that both Parties wish to follow to ensure the delivery of the Services; (iii) ensure the continued alignment of the interests of the Parties; (iv) ensure that the relationship is maintained at the correct level within each Party; (v) create the flexibility to revise and maintain the relationship and this Agreement during the Term; (vi) set out the procedure for escalating disagreements; and (vii) enable contract administration and performance management.

#### **1.2 Governance Structure**

- a. Project Managers: The relationship under this Agreement will be managed by the Project Managers appointed by each Party, who will provide the interface between the executive management of the respective Parties.
- b. Within one month following the Effective Date, Director, Mission Convergence project or its nominated agencies and the Partner shall each appoint a Project Manager (hereinafter 'the Project Manager'). In the case of Mission Convergence project, the Project Manager will be an individual who is appointed by GNCTD. In the case of the Partner, the Project Manager will be an individual who is an organizational peer of Mission Convergence Project Manager. In the event that either Party wishes to substitute its Project Manager it will do so in manner in which the original appointment is made and notify the other Party of such substitution as soon as reasonably practicable but at the latest within fourteen days of the substitution.
- c. The Project Managers shall have responsibility for maintaining the interface and communication between the Parties.
- d. GNCTD already has a Project Management Unit (PMU), which would work along with the project managers from both sides.
- e. The PMU will monitor the progress of the project. The broad activities include (i) consideration of Monthly / Fortnightly Performance Reports; (ii) consideration of matters arising out of the Change Control Schedule; (iii) issues escalated in accordance with the escalation procedure as set out in the Governance Schedule; (iv) matters to be brought before the Management Committee in accordance with the MSA and the Schedules; (v) any matter brought before the Management Committee by the Partner 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, the Parties agree to discuss in the PMU any appropriate amendment to the Agreement or any Service Level Agreements or Statement of Works including any variation to the terms of payment as stated in the Terms of Payment Schedule. Any variation so agreed shall be implemented through the change control procedure as set out in the Change Control Schedule.

### 1.3 Governance Procedures

- a. The Partner shall document the agreed structures in a procedures manual.
- b. The agenda for each meeting of the PMU 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 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 PMU shall resolve the issues and resolve the objectives placed before them and those 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.

## **SCHEDULE V : INVOICING AND SETTLEMENT SCHEDULE**

- a. Subject to the specific terms of each Service Level Agreement, the Partner shall submit its invoices in accordance with the following principles:
- (i) Director, Mission Convergence project shall be invoiced by the Partner for the services. Generally and unless otherwise agreed in writing between the Parties or expressly set out in the Service Level Agreement, the Partner shall raise an invoice as per the terms of payment as stated in the Terms of Payment Schedule quarterly in arrears.
  - (ii) Any invoice presented in accordance with this Article shall be in a form agreed with Director, Mission Convergence project
- b. The Partner shall invoice all payments on achieving the milestone against which the payment is due. 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 within four weeks of the receipt of the previous invoice.
- c. Director, Mission Convergence project shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Partner under this Schedule where Director, Mission Convergence project 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. Any exercise by Director, Mission Convergence project under this Article shall not entitle the Partner to delay or withhold provision of the Services.
- d. Director, Mission Convergence project shall be entitled to delay or withhold payment of any invoice or part of it delivered by a Partner under this Schedule where Director, Mission Convergence project disputes any previous invoice or part of it that it had not previously disputed under Article 3 provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. The disputed amount shall be referred to the escalation procedure as set out in the Governance Schedule. Any exercise by Director, Mission Convergence project under this Article shall not entitle the Partner to delay or withhold provision of the Services.

## **SCHEDULE VI : TERMS OF PAYMENT SCHEDULE**

1. Mission Convergence Project is a service project that also involves deploying hardware and networks. The payments will be made only if services as well as goods provided are rendered by the Partner in accordance with this Agreement.
2. Payments to the Partner would be on achieving of the milestones specified in Payment Schedule articulated in article 2.10 of this Agreement.
3. Applicable penalties as given in the Appendix A will be deducted from the service charges / fees, in case of defaults by the Partner in meeting the SLA.
4. In the event of premature termination of the agreement prior to the launch of Mission Convergence, the partner shall not be eligible to receive any compensation or payment.
5. In the event of the premature termination of the agreement post-commencement of the operations, the partner would be eligible to be paid for the cost of Hardware, Software and Networking that might be taken over by Director, Mission Convergence project pursuant to the provisions of the agreement, calculating the cost of the Assets, at the depreciated book value as per Income Tax Act Rules.

## **Appendix A – SLA Parameters**

Basic definitions to help define the SLAs are given in the following table.

S. No.	SLA Terms	Description
1.	Uptime	'Uptime' refers to network backbone availability across various segments. "%Uptime" means ratio of 'up time' (in minutes) in a month to Total time in the month (in minutes) multiplied by 100.
2.	Prime Business Hours (PBH)	PBH refers to the prime network utilization period, which shall be typically starting from 09:00 hrs till 18:00 hrs on all working days.
3.	Extended SLA Hours (ESH)	ESH refers to the lean network utilization period, which shall be typically starting from 18:00 hrs till 09:00 hrs on Monday to Saturday and 00:00 hrs to 23:59 hrs on Sunday or any other period to be defined by the state.
4.	Planned Network Outage	'Planned Network Outage' refers to unavailability of network services due to infrastructure maintenance activities such as configuration changes, up gradation or changes to any supporting infrastructure. Details related to such planned outage shall be agreed with the State government and shall be notified to all the agencies in advance (at least forty eight hours).

Following outlines the service level indicators & and the target performance levels to be maintained by the Agency during the contract period. These SLAs shall be strictly imposed and a third party audit/certification agency shall be deployed for certifying the performance of the Agency against the target performance metrics as outlined in the table below.

Deployment/ Delivery Related Service Level Agreement (SLA) Criteria – Project Initiation									
Explanation: The deduction mentioned in this table shall be made from the next due payment to the vendor for services provided on statewide basis.									
S. No.	Service Metrics Parameters	Baseline		Lower Performance		Breach		Basis of Measurement	Remarks
		Metric	Deduction	Metric	Deduction	Metric	Deduction		
1.	Delivery of the reports/ deliverables due for this section	2 Month from date of signing of contract	None	2-3 months	Rs. 50,000	For further delay of every month	Rs. 1,00,000	Days taken to submit the deliverable reports after beginning of the assignment	
Deployment Related Service Level Agreement (SLA) Criteria – Integrated Application and Portal									
Explanation: The deductions shall be made from the next due payment to the vendor. The deduction rates mentioned are on monthly basis.									
S. No.	Service Metrics Parameters	Baseline		Lower Performance		Breach		Basis of Measurement	Remarks
		Metric	Deduction	Metric	Deduction	Metric	Deduction		
1.	Development of a front-end application for biometric data upload onto the citizen master database	5.0 months from date of signing of contract	None	5-7 months	Rs. 100,000 Rupees	More than 7 months	Rs. 1,00,000 per month of delay	Months taken after beginning of the assignment to develop and test the application at the Data center by the Operator, not including the software audit by TPA	
2.	Development, deployment and testing of Software application	5.0 months from date of signing of contract	None	5-7 months	100,000 Rupees	More than 7 months	Rs. 1,00,000 per month of delay	Months taken after beginning of the assignment to develop and test the	The centralized application should be tested for desired functionalities, security, and completeness as well as compliance with SLA, within the period

									application at the Data center by the Operator, not including the software audit by TPA
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**Deployment Related Service Level Agreement (SLA) Criteria – Data Center**

Explanation: The deductions shall be made from the next due payment to the vendor. The deductions are on monthly basis.

S. No.	Service Metrics Parameters	Baseline		Lower Performance		Breach		Basis of Measurement	Remarks
		Metric	Deduction	Metric	Deduction	Metric	Deduction		
1.	Development of the data center, equipment installation and making the data center operational	6 months from the date of signing of contract	None	6-7 months	Rs. 100,000	More than 7 months	Rs. 100,000 for every month of delay	Months taken after beginning of the assignment	SSS may conduct independent audit to verify that the data center is as per the specifications.

**Deployment Related Service Level Agreement (SLA) Criteria – Hardware**

Explanation: The deductions shall be made from the next due payment to the vendor.

S. No.	Service Metrics Parameters	Baseline		Lower Performance		Breach		Basis of Measurement	Remarks
		Metric	Deduction	Metric	Deduction	Metric	Deduction		
1.	Deployment of hardware	6 months	None	6-7 months	For non-compliance at each point of deployment: Rs. 30,000	More than 7 months	For non-compliance at each point of deployment: Rs. 45,000	Months after taking over off the office site for project	The hardware provided should be new and satisfy the minimum specifications mentioned in RFP. The deduction shall be made per site basis, where criterion is not satisfied

**Operations Related Service Level Agreement (SLA) Criteria – Network & Connectivity**

Explanation: The deductions shall be made from the next due payment to the vendor, deductions mentioned are on monthly basis. For calculation of the service matrices, the monitoring tool should be based on taking regular readings after a maximum time interval of 10 minutes. For calculation of average service parameters, the average would be calculated based on the readings received on per day basis. The basis of measuring of the averages and deductions has been mentioned in the remarks column of each service parameter.

S. No.	Service Metrics Parameters	Baseline		Lower Performance		Breach		Basis of Measurement/ Remark
		Metric	Deduction	Metric	Deduction	Metric	Deduction	



1.	Average Network Availability between Data centre and other offices during PBH	Greater than 99.5 %	None	Between 99 and 99.5 %	For non-compliance at each office: Rs. 2,000	Less than 99 %	For non-compliance at each office: Rs. 3,000	The total number of hours the network was available during the Prime business hours (PBH). The deductions here are on per day basis.
2.	Network Availability between data centre and other offices during ESH	Greater than 95 %	None	Between 95 and 90 %	For non-compliance at each office: Rs. 1,000.	Less than 90 %	For non-compliance at each office: Rs. 1,500	The total number of hours the network was available during the Extended SLA hours (ESH) on per day basis.
3.	Peak Link Utilization	Less than 70 %	None	Between 70 % and 80 %	For non-compliance at each office: Rs. 1,000	Greater than 80 %	For non-compliance at each office: Rs. 1,500	Deduction should be made on the per day basis on which the criterion is breached even once.

#### Operations Related Service Level Agreement (SLA) Criteria – Maintenance

Explanation: The deductions shall be made from the next due payment to the vendor. For calculation of the service matrices, the monitoring tool should be based on taking regular readings after a maximum time interval of 10 minutes. The basis of measuring of the averages and deductions has been mentioned in the remarks column of each service parameter.

S. No.	Service Metrics Parameters	Baseline		Lower Performance		Breach		Basis of Measurement/ Remark
		Metric	Deduction	Metric	Deduction	Metric	Deduction	
1.	Application uptime during PBH and performance of the application	99.5% or greater	None	99.5 – 99 %	Rupees 30,000 per month	less than 99 %	Rupees 50,000 per month for every drop in percentage point of uptime below 99 %	The non availability for application service, sms service, website service measured on monthly basis and excluding the scheduled maintenance shutdown. Performance of application refers to the proper and timely functioning of the application functionalities. The applications should be available and performing as per functionalities.
2.	Application uptime during ESH and performance of the application	Greater than 95 %	None	Between 95 and 90 %	Rupees 25,000 per month	Less than 90 %	Rupees 30,000 per month for every drop in percentage point of uptime below 90 %	The non availability for application service, sms service, website service measured on monthly basis and excluding the scheduled maintenance shutdown, during the ESH. Performance of application refers to the proper and timely functioning of the application functionalities. The applications should be available and performing as per functionalities.
3.	Database Server - Peak CPU	Less than or equal to 60%	None	Between 60 and 70 %	Rupees 3,000 per instance	Greater than 70 %	Rupees 5,000 per instance	The deduction would be made from payment per non compliance of the criterion on per day basis.

	Utilization							
4.	Database Server - average CPU Utilization	Less than or equal to 50%	None	Between 50 and 60 %	Rupees 30,000 per month	Greater than 60 %	Rupees 45,000 per month	The deduction would be made from payment, on monthly average data basis.
5.	Database Server - Peak Memory Utilization	Less than or equal to 60%	None	Between 60 and 70 %	Rupees 3,000 per instance	Greater than 70 %	Rupees 5,000 per instance	The deduction would be made from payment per non compliance of the criterion on per day basis.
6.	Database Server - average Memory Utilization	Less than or equal to 50%	None	Between 50 and 60 %	Rupees 30,000 per month	Greater than 60 %	Rupees 45,000 per month	The deduction would be made from payment, on monthly average data basis.
7.	Application Server - Peak CPU Utilisation	Less than or equal to 60%	None	Between 60 and 70 %	Rupees 3,000 per instance	Greater than 70 %	Rupees 5,000 per instance	The deduction would be made from payment per non compliance of the criterion on per day basis.
8.	Application Server - Average CPU Utilisation	Less than or equal to 50%	None	Between 50 and 60 %	Rupees 30,000 per month	Greater than 60 %	Rupees 45,000 per month	The deduction would be made from payment, on monthly average data basis.
9.	Application Server - Peak Memory Utilization	Less than or equal to 60%	None	Between 60 and 70 %	Rupees 3,000 per instance	Greater than 70 %	Rupees 5,000 per instance	The deduction would be made from payment per non compliance of the criterion on per day basis.
10.	Application Server - Average Memory Utilization	Less than or equal to 35%	None	Between 35 and 40 %	Rupees 30,000 per month	Greater than 40 %	Rupees 45,000 per month	The deduction would be made from payment, on monthly average data basis.
11.	Average page loading time	Less than 4 seconds	None	Between 4 and 8 seconds	Rupees 40,000 per month	More than 8 seconds	Rupees 60,000 per month	The page loading time shall be calculated using a 64 kbps unshared connectivity or 512 kbps broadband connectivity being provided by the vendor to test the page loading time. Monthly average would be calculated based on the data collected which should include data from all sites or as certified by the TPA during PBH.

Operations Related Service Level Agreement (SLA) Criteria – Training								
Explanation: The deductions shall be made from the next due payment to the vendor. The deduction percentages have been mentioned below, are to be levied on the total payment due for the entire state.								
S. No.	Service Metrics Parameters	Baseline		Lower Performance		Breach		Basis of Measurement/ Remark
		Metric	Deduction	Metric	Deduction	Metric	Deduction	
1.	Satisfaction of the training sessions conducted by vendor for department officials	80 %	None	80 % – 60 %	Rupees 20,000 per session	60 %	Rupees 30,000 per session	The satisfaction survey shall be conducted by department after each training session. The department may decide to use the SLA in case insufficient training sessions are conducted by the vendor.

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**Appendix B – Change Control Note**

<b>Change Control Note</b>		<b>CCN Number:</b>
<b>Part A: Initiation</b>		
Title:		
Originator:		
Sponsor:		
Date of Initiation:		
<b>Details of Proposed Change</b>		
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)		
Authorised GNCTD	by	Date:
Name:		
Signature:	Date:	
Received by the Partner		
Name:		
<b>Signature:</b>		
<b>Part B : Evaluation</b>		
(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.		
<b>Brief Description of Solution:</b>		
<b>Impact:</b>		
<b>Deliverables:</b>		
<b>Timetable:</b>		

<b>Charges for Implementation:</b> (including a schedule of payments)	
<b>Other Relevant Information:</b> (including value-added and acceptance criteria)	
<b>Authorised by the Partner</b>	<b>Date:</b>
<b>Name:</b>	
<b>Signature:</b>	
<b>Part C : Authority to Proceed</b>	
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 GNCTD its nominated agencies	<u>For the Operator</u>
Signature	<u>Signature</u>
Name	<u>Name</u>
Title	<u>Title</u>
Date	<u>Date</u>