

#### Annexure-3:

#### Service levels

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

## 2. Definitions.

- (a) "Scheduled Maintenance Time" shall mean the time that the System is not in service due to a scheduled activity as defined in this SLA. The scheduled maintenance time would not be during 16X6 timeframe. Further, scheduled maintenance time is planned downtime with the prior permission of the state.
- (b) "Scheduled operation time" means the scheduled operating hours of the System for the month. All scheduled maintenance time on the system would be deducted from the total operation time for the month to give the scheduled operation time. The total operation time for the systems and applications within the Primary DC, DRC and critical client site infrastructure will be 24X7X365. The total operation time for the client site systems shall be 18 hours.
- (c) "System or Application downtime" means accumulated time during which the System is totally inoperable within the Scheduled Operation Time but outside the scheduled maintenance time and measured from the time the state and/or its employees log a call with the SI team of the failure or the failure is known to the SI from the availability measurement tools to the time when the System is returned to proper operation.
- (d) "Availability" means the time for which the services and facilities are available for conducting operations on the state system including application and associated infrastructure. Availability is defined as:
- (e) {(Scheduled Operation Time System Downtime) / (Scheduled Operation Time)} \* 100%
- (f) "Helpdesk Support" shall mean the 16x6 basis support centre which shall handle Fault reporting, Trouble Ticketing and related enquiries during this contract.
- (g) "Incident" refers to any event / abnormalities in the functioning of the Data Centre Equipment / Services that may lead to disruption in normal operations of the Data Centre, System or Application services.

#### 3. Interpretations.

- (a) The business hours are 8:30AM to 4:30PM on all working days (Mon-Sat) excluding Public Holidays or any other Holidays observed by the state. The SI however recognizes the fact that the state offices will require to work beyond the business hours on need basis.
- (b) "Non-Business Hours" shall mean hours excluding "Business Hours".
- (c) 18X7 shall mean hours between 06:00AM -12.00 midnight on all days of the week.
- (d) If the operations at Primary DC are not switched to DRC within the stipulated timeframe (Recovery Time Objective), it will be added to the system downtime.
- (e) The availability for a cluster will be the average of availability computed across all the servers in a cluster, rather than on individual servers. However, non-compliance with performance parameters



- for infrastructure and system / service degradation will be considered for downtime calculation.
- (f) The SLA parameters shall be monitored on a monthly basis as per the individual SLA parameter requirements. However, if the performance of the system/services is degraded significantly at any given point in time during the contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of the state or an agency designated by them, then the state will have the right to take appropriate disciplinary actions including termination of the contract.
- (g) A Service Level violation will occur if the SI fails to meet Minimum Service Levels, as measured on a half yearly basis, for a particular Service Level. Overall Availability and Performance Measurements will be on a monthly basis for the purpose of Service Level reporting. An "Availability and Performance Report" will be provided by the SI on monthly basis in the state suggested format and a review shall be conducted based on this report. A monthly Availability and Performance Report shall be provided to the state at the end of every month containing the summary of all incidents reported and associated SI performance measurement for that period. The monthly Availability and Performance Report will be deemed to be accepted by the state
- (h) State upon review and signoff by both SI and the state. Where required, some of the Service Levels will be assessed through audits or reports e.g. utilization reports, measurements reports, etc., as appropriate to be provided by the SI on a monthly basis, in the formats as required by the state. The tools to perform the audit will need to be provided by the SI. Audits will normally be done on regular basis or as required by the state and will be performed by the state or the state appointed third party agencies.
- (i) EMS system as specified in this RFP shall play a critical role in monitoring the SLA compliance and hence will have to be customized accordingly. The 3<sup>rd</sup> party testing and audit of the system shall put sufficient emphasis on ensuring the capability of EMS system to capture SLA compliance correctly and as specified in this RFP. The selected System Integrator (SI) must deploy EMS tool and develop additional scripts (if required) for capturing the required data for SLA report generation in automated way. This tool should generate the SLA Monitoring report in the end of every month which is to be shared with the state on a monthly basis. The tool should also be capable of generating SLA reports for a half-year. the state will audit the tool and the scripts on a regular basis.
- (j) The Post Implementation SLAs will prevail from the start of the Operations and Maintenance Phase. However, SLAs will be subject to being redefined, to the extent necessitated by field experience at the police stations / higher offices and the developments of technology practices globally. The SLAs may be reviewed on an annual/bi-annual basis as the state decides after taking the advice of the SI and other agencies. All the changes would be made by the state in consultation with the SI.
- (k) The SI is expected to provide the following service levels. In case these service levels cannot be achieved at service levels defined in the tables below, it shall result in a breach of contract and invoke the penalty clause. Payments to the SI are linked to the compliance with the SLA metrics laid down in the tables below. The penalties will be computed and calculated as per the computation explained in this Annexure. During the contract period, it is envisaged that there could be changes to the SLA, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e. the state and SI.
- (l) Following tables outlines the key service level requirements for the system, which needs be ensured by the SI during the operations and maintenance period. These requirements shall be strictly imposed and either the state or a third party audit/certification agency shall be deployed for certifying the performance of the SI against the target performance metrics as outlined below.



## Implementation Phase SLAs

#### 1. Capacity Building

Service Level Description	Measurement
Capacity Building	At least 80% of the trainees within the training program should give a rating of satisfactory or above.
	Severity of Violation: High
	This service level will be monitored and measured on a per District basis through feedback survey to be provided to each attendee within the program.
	If the training quality in the program falls below the minimum service level, it will be treated as one (1) violation.
	The total number of violations for the payment period will be the cumulative number of violations across all the programs across all Districts in the payment period.

#### 2. Data Migration / Digitization

Service Level Description	Measurement
Data Migration	<ul> <li>Error rate in a batch should be less than 0.5%. Severity of Violation: High</li> <li>This service level will be measured on a monthly basis for each Police Station / Higher Office.</li> <li>If the data migration / digitization service level in a police station / higher office falls below the minimum service level, it will be treated as one (1) violation.</li> <li>The total number of violations for the payment period will be the cumulative number of violations across all the police stations / higher offices in the payment period.</li> <li>Error rate in a batch during verification should be less than 0.5% as a baseline metric and it is considered as lower performance if the error rate is between 0.5% to 1% and a violation of Service Level Agreement if it is above 1%.</li> </ul>

## 3. Violations and Associated Penalties

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



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

### Post Implementation Phase SLAs

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

- (a) **Production CAS Systems.** The failure or disruption has a direct impact on the state's ability to service its police stations / higher offices, ability to perform critical back-office functions or a direct impact on the organization. This includes but not limited to:-
  - (i) Storage and related switches at Primary DC and DRC.
  - (ii) Web, Application, Database, and Backup Servers at Primary DC and DRC.
  - (iii) Primary DC to DRC connectivity.
  - (iv) Primary DC and DRC network infrastructure.
  - (v) Primary DC and DRC security infrastructure.
- (b) Non-CAS Systems in Production and Non Production Systems (Development, QA, and Training). The failure or disruption has no direct impact on the state's ability to serve its police stations / higher offices, or perform critical back-office functions.
  - (i) Production Non CAS Servers.
  - (ii) Test, QA and Training Servers.
  - (iii) Helpdesk infrastructure & applications.
  - (iv) EMS Infrastructure.
- (c) CAS Solution Components. The failure or disruption has a direct impact on the state 's ability to service its police stations / higher offices, ability to perform critical back-office functions or a direct impact on the organization.
- (d) **Non ERP Solution Components.** The failure or disruption has no direct impact on the state 's ability to serve its police stations / higher offices, or perform critical back-office functions.
- (e) These service levels will be monitored on a monthly basis.
- (f) The below tables gives details on the Service Levels the SI should maintain.

Service Level Description	Measurement		
	Availability of production CAS systems shall be at least 99%		
	Severity of Violation: High		_
Infrastructure	Availability over the six-	Violations for calculation	
Availability	month period	of penalty	
	< 99% &>= 98.5%	1	
	< 98.5% &>= 98%	2	
	< 98%	3	



Service Level		
Description	Measurement	
	In addition to the above, if the service levels the six-month period falls below 98%, one violation will be added for each such mon violations for this service level.  Availability of non-CAS systems in product production systems shall be at least 97%.	th to the overall
	Severity of Violation: Medium	
Infrastructure Availability	Availability over the six- month period  < 97% &>= 96.5%  < 96.5% &>= 96%	Violations for calculation of penalty 1
	< 96%	3
	In addition to the above, if the service level in any month in the six-month period falls below 96%, one (1) additional violation will be added for each such month to the overall violations for this service level.	
Infrastructure Availability	RTO shall be less than or equal to six (6) hours.  Severity of Violation: High Each instance of non-meeting this service level will be treated as one (1) violation.	
Infrastructure Availability	RPO (zero data loss in case of failure of Primary DC) should be zero minutes Severity of Violation: High Each instance of non-meeting this service level will be treated as two (2) violations.	
Infrastructure Performance	Severity of Violation: High Each occurrence	ng) shall be less than or equal to 30 minutes.  The where the peak CPU utilization of any batch processing) and stays above 70% for document as one (1) instance.  Violations for calculation of penalty  1 2  Tinstances in any one (1) additional
Infrastructure Performance	Sustained period of peak I/O utilization of 70% (with the exception of batch processi Severity of Violation: High Each occurrence where the peak I/O utiliz	ng) shall be less than or equal to 30 minutes.



Service Level Description	Measurement		
·	exception of batch processing) and stays above 70% for time more than 30 minutes will be treated as one (1) instance.		
	Number of instances over the six month period	Violations for calculation of penalty	
	>0 &<=3		
	> 3	2	
	In addition to the above, if the number of	· ·	
	month in the six-month period exceeds 3,	• •	
	violation will be added for each such mon violations for this service level.	th to the overall	
	Sustained period of peak memory utilizati	ion of any server	
	crossing 70% (with the exception of batch minutes. Severity of Violation: High	processing) shall be less than or equal to 30 utilization of any server crosses 70% (with	
		ays above 70% for time more than 30 minutes	
Infrastructure	will be treated as one (1) instance.		
Performance	Number of instances over	Violations for calculation	
	the six month period	of penalty	
	>0 &<=3 > 3	1 2	
	In addition to the above, if the number of instances in any month in the six-month period exceeds 3, one (1) additional violation will be added for each such month to the overall violations for this service level.		
	Availability of CAS solution components measured within the Data Center shall be at least 99.9% Severity of Violation: High This service level will be monitored on a monthly basis.		
	Availability over the six month	Violations for calculation	
Application	Period	of penalty	
Availability	< 99.9% &>= 99.5%	1	
·	< 99.5% &>= 99%	2	
	< 99%	3	
	In addition to the above, if the service level in any month in the six-month period falls below 99%, one (1) additional violation will be added for each such month to the overall violations for this service level.		
Application Availability	Availability of non-CAS solution componer the Data Center shall be at least 97% Severity of Violation: Medium This service level will be monitored on a n		



Service Level Description	Measurement	
	Availability over the six month Period	Violations for calculation of penalty
	< 97% &>= 96%	1 2
	In addition to the above, if the service level	
	the six-month period falls below 96%, one violation will be added for each such mont violations for this service level.	
	Average application response time during processing measured from a client terminal within the Severity of Violation: High The list of critical business functions and processing be identified by the state during the Supprocessing Phase.  This service level will be monitored on a magnetic from the state of the state	e Data Center shall not exceed 4 seconds.  Deak usage hours will  Deak usage hours will  Deak usage hours will
Application Performance	Average application response time over the six-month period	Violations for calculation of penalty
	> 4s &<= 5s	2
	> 5s &<= 6s	4
	> 6s In addition to the above, if the average turn any month in the six-month period goes be additional violation will be added for each overall violations for this service level.	eyond 6s, one (1)

## 2. Client Site Infrastructure Systems

- (a) <u>Critical Client Site Systems</u>. The failure or disruption results in inability of the police station / higher offices to service its dependent offices or perform critical back-office functions. Critical client site infrastructure means the IT infrastructure at client site which are shared by multiple users i.e., Core Switch, Core Routers, etc.
- (b) This service level will be measured on a monthly basis for each implementation site.
- (c) The below tables gives details on the Service Levels the SI should maintain.

Service Level Description	Measurement
Client Site Systems Availability	Availability of the critical client site infrastructure components at all the implementation sites shall be at least 99%



Severity of Violation: High
This service level will be measured on a monthly basis for each implementation site.
If the availability in a month for an implementation site falls below the minimum service level, it will be treated as one (1) violation.
The total number of violations for the six-month period will be the cumulative number of violations across all the months
across all sites in the six-month period.

## 3. Handholding Support: Client Site Support

- (a) <u>Level 1 Incidents.</u> The incident has an immediate impact on the state's ability to service its police stations / higher offices, to perform critical back-office functions or has a direct impact on the organization.
- (b) <u>Level 2 Incidents.</u> The incident has an impact on the state's ability to service its police stations / higher offices that while not immediate, can cause service to degrade if not resolved within reasonable time frames
- (c) The severity of the individual incidents will be mutually determined by the state and SI.
- (d) The scheduled operation time for the client site systems shall be the business hours of the state .
- (e) This service level will be measured on a monthly basis for each implementation site.
- (f) The tables on the following page give details of the Service Levels the SI is required to maintain.



Service Level Description	Measurement	
Description	80% of the Level 1 Incidents at each site should be resolved within 2 business hours from the time call is received / logged whichever is earlier. The maximum resolution time for any incident of this nature shall not exceed 8 business hours.	
	Severity of Violation: Medium	
Client Site Support Performance	This service level will be measured on a monthly basis for each implementation site. If the performance in a month for an implementation site falls below the minimum service level, it will be treated as one (1) instance. The total number of instances for the six-month period will be the cumulative number of instances across all the months across all sites in the six-month period.  Average number of instances per month = (Total number of instances for the six-month	
	period) / 6	I.u
	Average number of instances	Violations for calculation of
	per month >0 &<=4	penalty 1
	>4 &<=8	2
	>8 &<=12	3
	>12	4
Client Site Support Performance	the time a call is received / logged which for any incident of this nature shall not of This service level will be measured on a the performance in a month for an imple service level, it will be treated as one (1) the six-month period will be the cumula	should be resolved within 6 business hours from the ever is earlier. The maximum resolution time exceed 48 hours. Severity of Violation: Medium monthly basis for each implementation site. If ementation site falls below the minimum of instance. The total number of instances for tive number of instances across all the months average number of instances per month = (Total eriod) / 6  Violations for calculation of penalty  1 2 3 4
	Replacement of hardware equipment sha	all be done within 7 days of notification by the
Client Site Support Performance	state. These equipment would have failed on four or more occasions in a period of less than three months or six times in a period of less than twelve months. (Mean Time Between Failure Condition)  Severity of Violation: High  Each instance of non-meeting this service level will be treated as one (1) violation.	



#### 4. Handholding Support: Application Support

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

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



Service Level Description	Measurement	
	violation will be added for each such mo	nth to the overall
	violations for this service level.	
	100% of the Level 3 defects shall be reso	lved within 120
	hours from the time of reporting full det	ails.
	Severity of Violation: High	
	This service level will be monitored on a	monthly basis.
	Performance over the six month	Violations for calculation
Application	period	of penalty
Support	< 100% &>= 90%	1
Performance	< 90% &>= 80%	2
	< 80%	3
	In addition to the above, if the service level in any month in	
	the six-month period falls below 80%, on	e (1) additional
	violation will be added for each such mo	nth to the overall
	violations for this service level.	
Application	Up to date of the documentation of the design, modifications, enhancements, and	
Support	defect-fixes in the half-yearly period. Severity of Violation: Medium	
Performance	This service level will be measured on a this service level will be treatedas one (	half-yearly basis. Each instance of non-meeting 1) violation.

## 5. Network Uptime:

Severity of Violation: High

This service level will be monitored on a monthly basis.

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

Table 1 Service levels of SI - Network Uptime

	Table 1 Service levels of Si - Network optime
Service Level Description	Measurement
Network Uptime	Availability of the network and all related components at all the implementation sites shall be at least 99%  Severity of Violation: High  This service level will be measured on a monthly basis for each implementation site. If the network availability in a month falls below the minimum service level, it will be treated as one (1) violation.  The total number of violations for the six-month period will be the cumulative number of violations across all the months across all sites in the six-month period.



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

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

Service Level Description	Measurement	
Helpdesk Performance	98% of the calls shall be answered within 45 seconds. Severity of Violation: High This service level will be monitored on a monthly basis.	
Helpdesk Performance	overall violations for this service level.  98% of the incidents within helpdesk resolution capacity shall be resolved in a cycle time of 24 hours Severity of Violation: High This service level will be monitored on a monthly basis.  Performance over the six month Period $< 98\% \ \&>= 90\%$ $< 90\% \ \&>= 80\%$ In addition to the above, if the service level in any month in the six-month period falls below 80%, one (1) additional violation will be added for each such month to the overall violations for this service level.	
Helpdesk Performance	98% of the non SI supported incidents shall be routed to the appropriate service provider within 30 minutes. Severity of Violation: Medium This service level will be monitored on a monthly basis.	



Service Level Description	Measurement			
	Performance over the six month	Violations for calculation		
	Period	of penalty		
	< 98% &>= 90%	1		
	< 90% &>= 80%	2		
	< 80%	3		
	In addition to the above, if the service level in any month in the six-month period falls below 80%, one (1) additional violation will be added for each such month to			
	overall violations for this service level.			
	80% of the Level 1 calls shall be resolved	within 2 hours from call received / logged		
	whichever is earlier. The maximum reso	lution time for any incident of this nature		
	shall not exceed 8 business hours. Severity of Violation: High This service level will be monitored on a monthly basis.			
	Performance over the six month	Violations for calculation		
Helpdesk	Period	of penalty		
Performance	< 80% &>= 70%	1		
	< 70% &>= 60%	2		
	< 60%	3		
	In addition to the above, if the service le	evel in any month in		
	the six-month period falls below 60%, on	e (1) additional violation will be added for		
	each such month to the overall violation	s for this service level.		
		within 6 hours from call received / logged		
	shall not exceed 48 hours. Severity of Vi	lution time for any incident of this nature olation: High		
	This service level will be monitored on a			
	Performance over the six month	Violations for calculation		
	Period	of penalty		
Helpdesk	< 80% &>= 70%	1		
Performance	< 70% &>= 60%	2		
	< 60%	3		
	In addition to the above, if the service le	evel in any month in		
	the six-month period falls below 60%, one (1) additional			
	violation will be added for each such month to the overall			
	violations for this service level.			
	80% of the Level 3 calls shall be reported on status and action to be communicated			
	within 24 hours from call received / logged whichever is earlier. The maximum			
	resolution time for any incident of this nature shall not exceed 72 hours. Severity of			
Helpdesk	Violation: High			
Performance	This service level will be monitored on a monthly basis.			
	Performance over the six month	Violations for calculation		
	Period	of penalty		
	< 80% &>= 70%	1		



Service Level Description	Measurement		
	< 70% &>= 60%	2	
	< 60%	3	
	In addition to the above, if the service level in any month in the six-month period falls below 60%, one (1) additional violation will be added for each such month to the overall violations for this service level.		
Datacenter Support Performance	Replacement of hardware equipment shall be done within 15 days of notification by the state. These equipments would have failed on four or more occasions in a period of less than three months or six times in a period of less than twelve months. (Mean Time Between Failure Condition)  Severity of Violation: High Each instance of non-meeting this service level will be treated as one (1) violation.		
Datacenter Support Performance	Up to date of the documentation of the design, modifications, enhancements, and fixes. Severity of Violation: Medium This service level will be measured on a half-yearly basis. Each instance of non-meeting this service level will be treated one (1) violation.		

## 7. Reporting

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

Service Level Description	Measurement	
Availability and Performance Report	in the given timeframe, it will be treat	a monthly basis. elated to the service level metrics is not provided sed as one (1) instance. six-month period will be the cumulative number of



## 8. Credits for Successful Application Uptake

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

Service Level Description	Measurement		
CCTNS Uptake	The following metrics will be measured at the end of each reporting period for each District that has been declared as "Go Live":  1. Number of key transactions carried through internet (ex: Transactional such as submitting an application for a no-objection certificate and Informational such a requesting the status of a case)		
	2. Number of active users profiles in CCTNS		
	3. Number of read-write transactions on CCTNS system		
	4. Number of Searches carried out on data in CCTNS		
	5. Total number of FIRs prepared through CCTNS		
	6. Total number of Crime Details Forms prepared through CCTNS		
	7. Total number of Key Investigation Forms prepared through CCTNS		
	8. Total number of Arrest Cards prepared through CCTNS		
	9. Total number of Charge Sheets prepared through CCTNS		
	10. Quality (recency and accuracy) of information available in CCTNS		
	11. Number of cases reported to be solved because of the availability of CCTNS		
	12. Number of ad-hoc requests successfully responded to using CCTNS		
	13. Turnaround Time for submitting the monthly and annual crime/criminal information to NCRB from the State/UT		
	A credit will be gained for each of the above parameters if the uptake for that parameter shows significant improvement. The following table applies for each of the above parameters:		
	% increase over the Credits measurement in the last		
	reporting period		
	>5 &<=10% 2		
	>10 &<=15%		



Service Level Description	Measurement		
	> 15%	4	

#### 9. Violations and Associated Penalties

- (a) The primary intent of Penalties is to ensure that the system performs in accordance with the defined service levels. Penalties are not meant to be punitive or, conversely, a vehicle for additional fees.
- (b) A six monthly performance evaluation will be conducted using the six monthly reporting periods of that period.
- (c) <u>Penalty Calculations.</u> The framework for Penalties, as a result of not meeting the Service Level Targets are as follows:
  - (i) The performance will be measured for each of the defined service level metric against the minimum / target service level requirements and the violations will be calculated accordingly.
  - (ii) The number of violations in the reporting period for each level of severity will be totaled and used for the calculation of Penalties.
    - If the total number of credits gained by the SI is lower than the total number of high severity violations in the reporting period, the total number of credits will be subtracted from the total number of High Severity Violations in the reporting period for the calculation of Penalties.
    - If the total number of credits gained by the SI is higher than the total number of high severity violations in the reporting period, the resultant total number of high severity violations in the reporting period for calculation of penalties will be considered as zero (0).
  - (iii) Penalties applicable for each of the high severity violations is two (2) % of respective half yearly payment to the SI.
  - (iv) Penalties applicable for each of the medium severity violations is one (1%) of respective half yearly payment to the SI.
  - (v) Penalties applicable for each of the low severity violations is half percentage (0.5%) of respective half yearly payment to the SI.
  - (vi) Penalties applicable for not meeting a high (H) critical performance target in two consecutive half years on same criteria shall result in additional deduction of 5% of the respective half yearly payment to the SI. Penalty shall be applicable separately for each such high critical activity
- (vii) Penalties applicable for not meeting a medium (M) critical performance target in two

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consecutive half yearly periods on same criteria shall result in additional deduction of 3% of the respective half yearly payment to the SI. Penalty shall be applicable separately for each such medium critical activity