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1.3 Service Levels

40. PURPOSE

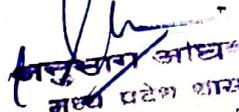
- 40.1 The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the Local System Integrator (LSI) to Authority for the duration of this Agreement.
- 40.2 Service Level Agreement (SLA) deemed to be the part of Agreement between Authority and the Successful Bidder. SLA defines the terms of the Successful Bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in this section. The Successful Bidder has to comply with Service Levels requirements to ensure adherence to project timelines, quality and availability of services.
- 40.3 The Successful Bidder (refer as Local System Integrator, LSI) shall be supplied with appropriate and required software/automated tools and licenses by the Master System Integrator (MSI) at Centralized DC to monitor all the SLAs mentioned below. LSI owns the responsibility to coordinate with MSI.
- 40.4 The Service Levels are between the Authority and LSI.
- 40.5 Penalties shall not be levied in the following cases:
- There is a Force Majeure event effecting the SLA which is beyond the control of the LSI.
 - The non-compliance to the SLA is due to reasons beyond the control of the LSI.

Note:

- Theft cases by default would not be considered as "beyond the control of LSI". However, certain cases, based on circumstances and certain locations, Authority may agree to qualify as "beyond the control of LSI".
- Power shut down would not be considered as "beyond the control of LSI".
- Damages due to road accident/mishap will be considered as "beyond the control of LSI".
- Deliberate damage to field devices: camera, pole etc. would not be considered as "beyond the control of LSI". Bidder is advised to have strong poles and proper housing to protect from such damages.
- LSI is also required to note that in case of SLAs not being made applicable for cases considered as "beyond the control of LSI", the LSI would still need to replace the component (if it is not functional as per SLA) within the SLA defined for resolution of Critical level/Medium level/Low level issues. In case the LSI doesn't adhere to the Issue Resolution SLA timelines, the original SLA shall be made applicable.

41. SERVICE LEVEL AGREEMENTS & TARGETS

- 41.1 This section is agreed to by Authority and LSI as the key performance indicator for the project. This may be reviewed and revised according to the procedures detailed in Clause 47 of Part C, SLA Change Control.
- 41.2 The following section reflects the measurements to be used to track and report system's performance on a regular basis. The targets shown in the following tables are for the period of contact.


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41.3 The procedures in Clause 47 shall be used if there is a dispute between Authority and LSI on what the permanent targets should be.

42. GENERAL PRINCIPLES OF SERVICE LEVEL AGREEMENTS
Service Level agreements have been logically segregated in following categories:

42.1 Liquidated Damages/ Penalties

The liquidated damages mentioned herein shall come into effect on completion of implementation period and when the project shall be considered for Operation & Maintenance period, Service Level Agreements shall govern for the given penalties.

42.2 Service Level Agreement

SLA would be applicable in operations and maintenance phase of the project. The penalties shall be applicable on Operations & Maintenance cost of the project calculated quarterly. SLA would be applicable on:

- ITMS – RLVD, ANPR, SVDS
- ATCS
- E-Challan device and application
- Public Announcement System
- Emergency Call Box
- Variable Messaging System

43. SERVICE LEVELS MONITORING

Service Level parameters defined in Section 1.4 of this part shall be monitored on a periodic basis, as per the individual parameter requirements. LSI shall be responsible for providing appropriate web based online SLA measurement and monitoring tools and it is also proposed to have an independent technical auditor, third party appointed by the authority for monitoring the Service levels. LSI shall be expected to take immediate corrective action for any breach in SLA. In case issues are not rectified to the complete satisfaction of Authority, within a reasonable period of time defined in this RFP, then the Authority shall have the right to take appropriate penalizing actions, or termination of the contract.

44. PENALTIES FOR NON/UNDER PERFORMANCE (O&M/ PHASE-2)

44.1 A maximum level of performance penalties is established and described in this section and the applicable charges shall be % (Percentage) of the Severity Levels on the Operation & Maintenance Cost

Severity Level	Penalty as a percentage of applicable payment milestone
9	Event of default and Termination as per Clause 36 & 37 of this section of RFP respectively and the consequences as provided in Clause 38 of this section of RFP
8	5%
7	2.0%
6	1.0%

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4	0.5%
3	0.4%
2	0.3%
1	0.2%
0	0.1%
	No Penalty

- 44.3 Performance Penalty for not meeting a measurement parameter for any two months in consecutive quarters shall result in twice the penalty percentage of that respective measurement parameter in the third quarter for all the three months.
- 44.3 Maximum Penalty applicable for any quarter shall not exceed 30% of the 'applicable Operation & Maintenance fees' for the respective quarter.
- 44.4 Three consecutive quarterly deductions of 30 % of the applicable Operation & Maintenance fee on account of any reasons shall be deemed to be an Event of Default and Termination as per Clause 37 of this Section of RFP respectively and the consequences as provided in Clause 38 of this section of RFP shall follow.
- 44.5 The payment to the agency shall be on Quarterly basis however the penalty shall be calculated on monthly basis as per the SLAs stated in the RFP.


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