

Agreement for State Project Management Consultant (SPMC) for the Crime and Criminal Tracking Network and Systems (CCTNS) in Puducherry Union Territory

This agreement is made on the **day of April 2010**

BETWEEN

Puducherry Police E-Governance Society (PPEGS), No 1 Damas Street, Puducherry, having its Office at **No 1 Damas Street, Puducherry** (herein to referred as the **“PPEGS”**) who is duly authorized by Government of Puducherry to execute this agreement, of the first part.

AND

Wipro Ltd. a Company registered under the Companies Act, 1956 having its Registered Office at Doddakannellii, Sarjapur Road, Bangalore – 560 035. India (hereinafter referred to as **“CONSULTANT”**, which expression hereof includes its successors, administrators and assigns), of second part.

1 Preamble

Crime and Criminal Tracking Network and Systems (CCTNS) is a Mission Mode Project conceptualized and sponsored by the Ministry of Home Affairs (MHA) towards enhancing outcomes in Crime Investigation and Criminals Tracking; and in enhancing the efficiency and effectiveness of police departments in all States.

National Crime Records Bureau (NCRB) is the central nodal agency that would manage CCTNS, which would be implemented nation-wide. Law and Order being a State subject, States governments and State Police Departments would play a leading role in implementing CCTNS.

PPEGS is the Nodal Agency for Implementation of CCTNS project in Puducherry UT. PPEGS has released a Terms of Reference (ToR) dated 26-12-2009 for selecting a CONSULTANT to act as the State Project Management Consultant (SPMC) for the Crime and Criminal Tracking Network and Systems (CCTNS) in Puducherry UT. **(Annexure-1 to the Agreement).**

M/s. Wipro Limited has submitted the Technical and Financial Bids dated 30-01-2010 in response to the TOR released by PPEGS.

After due Techno-Commercial Evaluation, PPEGS had issued a Letter of Intent bearing number Letter No 1/ PPEGS/CCTNS/2010 dated 25-03-2010 appointing M/s. Wipro Limited as the Consultant for the CCTNS project.

Pursuant to the above decision and in consideration of mutual agreements and other valuable consideration, the Parties have agreed as under:

Subject to the scope, deliverables, terms, and conditions stipulated herein, M/s Wipro Ltd. would act as the **“State Project Management Consultant (SPMC) for the Crime and Criminal Tracking Network and Systems (CCTNS) in Puducherry UT ”**, hereinafter collectively referred to as the **“Project”**.

NOW THEREFORE THE PARTIES DO HEREBY AGREE AND AFFIRM HERE AS UNDER

2 Definitions

2.1 Agreement

Shall mean this Agreement together with all its appendices and annexures and any amendments thereto made in accordance with the provisions herein.

2.2 Agreement period

Shall mean the period between the date of signing the agreement and the completion of the project.

2.3 Effective Date

Shall mean the date on which the parties sign this agreement.

2.4 Month

Shall Mean English calendar month

2.5 TOR

Shall mean **Terms of Reference** released by PPEGS for selecting SPMC for CCTNS project.

2.6 Other terms used in the Agreement

Any terms used in this Agreement but not defined under this clause shall have the same meaning as assigned to such term under the Information Technology Act, 2000 (as amended from time to time) and the Companies Act, 1956 (as amended from time to time)

3 Scope of Work

It is agreed between the Parties that **CONSULTANT** will carry out activities of the project as outlined below and more fully described in **Annexure 1: “Terms of Reference” issued by PPEGS..**

4 Role of CONSULTANT

The role of the **CONSULTANT** as “State Project Management Consultant” (SPMC) would be as per the Terms of Reference- Annexure-1

5 Deliverables and Timelines for implementation

The following is an indicative list of deliverables for SPMC, assuming that the engagement starts at time T.

S No	Deliverable	Timeline
Phase I		
1.	Detailed Assessment Report	T + 4 weeks
2.	Functional Requirement Specifications & Data Migration Report	T + 6 weeks
3.	Infrastructure Requirements	T + 6 weeks
4.	Process Re-engineering Report, M&E Framework, CB & CM Report & Drafting Government orders	T + 6 weeks
5.	Project Implementation Requirements	T + 8 weeks
6.	Project Implementation and Monitoring (PIM) Plan	T + 10 weeks
Phase II		
7.	Request for Proposal (RFP) for System Integrator (SI)	T + 12 weeks
8.	Bid Evaluation Report	T + 20 weeks
Phase III		
9.	Implementation Project Plan	T + 22 weeks
10.	Implementation Certification Report	T + 26 weeks
11.	SPMU Terms of Reference	T + 26 weeks
12.	Activity Closure Report	T + 28 weeks

In addition to the above deliverables, the SPMC shall submit the following reports on a regular basis:

1. A report indicating the activities remaining/completed as against the scheduled tasks/activities shall be submitted to the State nodal officer (fortnightly)
2. A comprehensive status report to be submitted to the State nodal officer indicating the progress of activities against the key milestones; the same shall also be shared with NCRB (bi-monthly)

The **CONSULTANT** shall prepare a work plan to conform to the above requirement of timelines, by engaging adequate resources and by undertaking the activities in parallel, so as to complete the project in **28 weeks**.

The above timelines assume that PPEGS would give sign-off to the deliverables – final or intermediate- within 7 working days of submission of the same by the **CONSULTANT**. Time taken by the Government for sign-off beyond 7 days would be excluded from the timeline of the **CONSULTANT**.

Any Deliverable provided to PPEGS shall be deemed to have been accepted if the customer puts such Deliverable to use in its business or does not communicate its disapproval of such Deliverable together with reasons for such disapproval within 15 days from the date of receipt of such Deliverable.

6 Contract Value and Terms of Payment

The parties agree that for providing their professional services for completing the project the **CONSULTANT** shall be paid an **all-inclusive fee of Rs.15,43,693/- (Rupees Fifteen Lakhs Forty Three Thousand Six Hundred Ninety Three Only)**. The amount specified above is inclusive of all taxes, duties and expenses to be incurred by the Consultant.

The payment will be made to the **CONSULTANT** in installments as mentioned below:

1. Advance Payment / Mobilization Advance: **10%** against Bank Guarantee.
2. Balance payment would be made as given below:

S No	Deliverable	Payment (%)
1	Detailed Assessment Report	10
Phase I		30
2	Functional Requirement Specifications & Data Migration Report	
3	Infrastructure Requirements	
4	Process Re-engineering Report & Drafting Government orders	
5	Project Implementation Requirements	
6	Project Implementation and Monitoring (PIM) Plan	
Phase II		10
7	Request for Proposal (RFP) for System Integrator (SI)	
8	Bid Evaluation Report	
Phase III		50
9	Implementation Project Plan	
10	Implementation Certification Report	
11	SPMU Terms of Reference	
12	Activity Closure Report	

Payments shall be released on acceptance of Deliverables by the client for the corresponding phase. Payment will be released within 30 days from the date of receipt of invoice.

7 Change Order

In the Deliverables and Timelines clause, the SPMC shall submit Implementation Certificate Report within 4 weeks from the time of Project Implementation Plan i.e., the System Integrator is expected to complete the design, development, testing and implementation of the software and deploy the related infrastructure within 4 weeks in the first district.

In the event of delay in the completion of implementation (i.e., more than the scheduled 4 weeks duration) solely attributable to the System Integrator or PPEGS, all additional costs incurred by SPMC will be borne by PPEGS. In case of delay, the CONSULTANT will submit a "Change Order" Request to PPEGS with details of additional efforts required to be spend by SPMC as per man-month rates indicated in its Price bid.

8 Provisions for Modifications

The parties agree to make suitable amendments, and modifications to this agreement by mutual agreement as necessary, provided that no modification, amendment or variation of any provision of this agreement shall be effective unless the same has been approved in writing by each of the parties. Any reference to this agreement shall be construed as a reference to such agreement, as the same may from time to time be amended, varied, modified, supplemented.

9 Access to Files/Data/Reports, information pertaining to the project

CONSULTANT shall wherever required, grant or procure from concerned competent authorities the necessary consents, approvals, authorizations, clearances as may be required from time to time for the implementation of the Project.

CONSULTANT shall procure documents/information/reports as may be required, in the English language, to enable it to undertake the tasks relating to the project. For this purpose, the Consultant shall provide the PPEGS, who is the nodal officer for this project, a list, along with citation, of the documents/ information/ reports sought.

10 Confidentiality

All proprietary information, correspondence and documentation etc., exchanged among **CONSULTANT** and **PPEGS**, in relation to managing and monitoring the implementation of the Project and the performance of tasks by **CONSULTANT** shall be treated as confidential and privileged by the Parties and disclosed only to their respective officers or members of committees on a need-to-know basis.

CONSULTANT shall treat all information provided to it or obtained otherwise in connection with the Project or its implementation as confidential and not use the same partially or totally for any purpose other than that of the agreement without the prior written approval of **PPEGS**.

PPEGS may use the information and deliverables provided by **CONSULTANT** in connection with the project, in any appropriate manner as deemed fit, for the purpose of furtherance of the e-Government initiative. The clause on confidentiality shall be valid for a further period of one year from the date of termination or expiry of this agreement, whichever is earlier.

11 Informal dispute resolution

The parties agree to attempt to resolve all disputes arising under the Agreement, equitably, in good faith and using their best endeavors. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/their representatives or senior officers.

12 Dispute Resolution between PPEGS and CONSULTANT

In the event of any differences between the parties to this agreement, such differences shall be referred to arbitration by any person or entity nominated and appointed by PPEGS and **CONSULTANT**. The arbitration shall be conducted under the provisions of the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted in the English language and be held in **Puducherry**. The award of the arbitrator shall be final, conclusive, and binding upon the Parties. Pending the submission of a difference to the arbitrator and thereafter until the final decision of the arbitrator, the parties shall continue to perform all of their obligations under this agreement, without prejudice to a final adjustment in accordance with such decision.

13 Force Majeure

13.1 **CONSULTANT** shall not be liable if the delay in the discharge of its obligations under this agreement is the result of an event of force Majeure.

13.2 If a force majeure situation arises, **CONSULTANT** shall promptly notify to PPEGS, in writing of such conditions and the cause thereof. Unless otherwise directed by PPEGS, in writing, **CONSULTANT** shall continue to perform its obligations under this agreement, as far as it is reasonably practical.

14 Communication of Notice

Any notice under this agreement shall be in writing and shall either be delivered personally or sent by registered post, telex, facsimile transmission, electronic mail or other means telecommunication in permanent written form. The addresses and members for service of notice shall be given to the Parties at their respective addresses set forth below:

CONSULTANT: Wipro Ltd.
Sarjapur Road
Doddakannelli
Bangalore- 560035
Karnataka

PPEGS: Puducherry Police E-Governance Society
C/o. Police Department
No 1 Damas Street, Puducherry.

15 Jurisdiction

This agreement shall be governed by and construed by in accordance with the laws of India and the Courts of Puducherry shall have jurisdiction.

16 Miscellaneous Provisions

16.1 Headings

The headings contained in this agreement are used solely for convenience and do not constitute a part of this Agreement. Nor shall headings be used in any manner to aid in the construction of this Agreement.

16.2 Third parties

This agreement is intended solely for the benefit of the parties hereto. Nothing in this agreement shall be construed to create any duty, or any liability to, any person not a party to this agreement.

16.3 Relationship of the parties

This agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking, or act on behalf of or to act as or be an agent or representative of, or to otherwise bind, the other party.

16.4 Survival

All provisions of this Agreement, which are expressly or by implication to come into or continue in force and effect after the expiration or termination of this Agreement shall remain in effect and be enforceable following such expiration or termination.

16.5 Assignment

This Agreement shall not be assigned by either party other than by mutual agreement between the parties in writing.

17 Severability and renegotiation

Should any provision of this Agreement for any reason be declared invalid or by final and unenforceable by final and un-expellable order of any court of competent jurisdiction or any arbitral body pursuant to the provisions of arbitration hereof, such decision shall not affect the validity of the remaining provisions, while remaining provisions shall remain in full force and effect as if this Agreement has been executed with the invalid or unenforceable provisions hereof eliminated. In the event any such provision of the Agreement is so declared invalid or unenforceable, the parties shall promptly renegotiate in good faith new provisions to eliminate such invalidity or un-enforceability and to restore this Agreement as near as possible to its original intent and effect.

18 Annexures to the agreement

The parties agree that the Annexures to this agreement form a part of this agreement and will be in full force and effect as though they were expressly set out in the body of this agreement.

19 Termination

Either party may, without cause, terminate the entire Agreement upon written notice of three (3) months to the other. In such case , Wipro would be paid all fees for the completed deliverables up to the effective date of the termination.

20 Tenor of Agreement

The Parties agree that this agreement shall come into force on the date it is executed and shall subsist until completion of the Project.

21 Limitation of Liability

Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of

whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon.

Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum liability of either party shall be, regardless of the form of claim, the consideration actually received by Consultant for the statement of work to which the claim arises.

The Parties agree to be bound by the terms and conditions of this agreement in witness whereof they have signed it through their authorized representative on this **day of April 2010**.

For and on behalf of **CONSULTANT**

For and on behalf of
PPEGS

CONSULTANT

PPEGS

Date:
Place:

Date:
Place:

Witnessed by

Witnessed by

1.

1.

2.

2.