THIS AGREEMENT is made on the 15th day of September, 2008

BETWEEN

Tripura State Computerisation Agency (TSCA-a society of Directorate of Information Technology, Govt of Tripura), ITI Road, Indranagar, Agartala 799006 (hereinafter referred to as "Client" (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) of the FIRST PART;

AND

PriceWaterHouseCoopers a company registered under the Companies Act, 1956 (hereinafter referred to as "TPA") (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors in office and assigns) of the SECOND PART.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

a. Annexure I - Scope of Work of TPA.

3. The First Party hereby covenants to pay the Second Party in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said ____________________________ (For the First Party) ____________________________ (For the Second Party)

in the presence of:

(S. DAS) Jt Director
Information Technology
Govt. of Tripura
1. Definitions
In the Contract, the following terms shall be interpreted as indicated:

“DIT” means the Department of Information Technology, Government of India, or any other authorized representative of the DIT.

“Client” means Tripura State Computerisation Agency (TSCA-a society of Directorate of Information Technology, Govt of Tripura), ITi Road, Indranagar, Agartala 799006.

The “Contract” means the agreement entered into between the Tripura State Computerisation Agency, and the TPA as recorded in the Contract Form signed by the TSCA and the TPA, including all attachments and annexures thereto and all documents incorporated by reference therein.

“Consultant” means PriceWaterHouseCoopers interchangeably referred to as consultant (s) in the contract.

2. Deliverables

The Deliverables of the project would be as per Annexure – I (Scope of Work for State Level Consultants) (annexed with this document). The TPA is expected to put their best effort and experiences for the project deliverables in addition to the deliverables listed in the Annexure I.

3. Time Schedule

The duration of the contract is scheduled for a period of 5 years year from the date of signing of the Contract. If TSCA decides the TPA to carry on with the activities beyond the stated period, based upon the satisfactory performance of the TPA – the same may be extended by additional period as required based on mutually agreed terms and conditions. TPA shall be functional within 10 days from the date of signing of the Agreement.

4. Fees

The fees for the TPA services is Rs 1,85,09,950/- (one cr eighty five lakh nine thousand nine hundred fifty) only for engagement of TPA.
5. Payment Terms and Schedule

The payment to TPA shall be processed on quarterly basis on submission of report and fulfillment of other contractual obligations.

A pre-receipted bill in triplicate shall be submitted to TSCA as per the following schedule:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Activity</th>
<th>Percentage of amount to be released</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Mobilisation Advance on signing of contract</td>
<td>10% of work order value</td>
</tr>
<tr>
<td>2.</td>
<td>End of Every Quarter (subsequent to first two quarters)</td>
<td>5% of work order value</td>
</tr>
</tbody>
</table>

6. Commercial Terms

TSCA will release the payment within 30 days of submission of invoice subject to the condition that, invoice and all supporting documents produced are in order.

7. Mobilisation Advance & Submission of Bank Guarantee

A mobilization advance equivalent to 10% of the Work Order value for TPA assignment shall be paid to the TPA immediately upon submission of a Bank Guarantee. The TPA should submit a Bank Guarantee of an amount equal to Rs 37.02 lakh (20% of the work order value) within thirty (30) working days of the date of notice of award of the contract, from a Nationalized bank payable on demand, for the due performance and fulfillment of the contract by the TPA. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the bidder. The performance bank guarantee shall be valid till the end of six months after the period of end of contract or shall be valid for a year and to be renewed every year with the final validity being till the end of six months after the period of end of contract.

Subject to the terms and conditions in the Performance Bank Guarantee, at the end of six months after the “Transfer”, the Performance Bank Guarantee will lapse automatically.
The Performance Bank Guarantee may be discharged / returned by TSCA upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.

In the event of the bidder being unable to service the contract for whatever reason, TSCA would invoke the PBG. The TSCA shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.

The TSCA shall also be entitled to make recoveries from the Bidder bills, PBG or any other payment due, in case of any error/ omission on bidder’s part.

8. Project Time / Termination / Penalty/ Liability Clause

8.1 The time schedule for the entire project and for the major activities will be agreed upon for the project between the TSCA and the TPA. In case of any delay solely on account of TPA fault, a penalty of 10% will be imposed for delay of every twelve (12) weeks’ or part thereof, subject to a maximum of Thirty Six (36) weeks’ delay from the scheduled target date.

Beyond a delay of thirty six (36) weeks, TSCA reserve the right to either terminate the project or ask the TPA to complete the SWAN independent audit and performance monitoring project without any extra fee:

a. In the event of TSCA deciding to continue the project, the penalty so computed based on the number of weeks’ of actual delay will be deducted from the balance fee payable to the TPA.

b. In the event of TSCA deciding to terminate the project, the TPA will have to return the mobilization advance along with an interest of 9% p.a. plus the penalty so computed based on the number of weeks’ of actual delay, failing which TSCA reserves the right to invoke the bank guarantee submitted by the TPA and initiate action to recover the balance amount.

In case of delays in the project not attributable to the TPA, TSCA may take final decision on the additional costs for the time overrun on a monthly basis (computation will be as per the quarterly payment). In case of inordinate delays beyond 12 months from the date of issue of the work order, not attributable to the TPA, the TPA would be permitted to hand over the due project deliverables at that point of time to TSCA and withdraw from the project after receiving the fees based on completed milestones. Further, in case of inordinate delay beyond 9 months of the allotted time schedule of the Independent Audit project, if TSCA feels that the TPA may not be able to complete the project, then TSCA
may terminate the TPA from the respective independent audit and performance monitoring project.

TSCA shall have a right to prematurely close this Project without assigning any reason. In case of premature closure of the project by TSCA, it shall reimburse to the TPA the fee based on the milestone percentages as per the Work Order and or milestone for which only part of the work has been completed by the TPA at the time of foreclosure, fee based on the proportion of the effort completed by the TPA, shall be paid.

TSCA, without prejudice to any other remedy for breach of Contract or non compliance with service levels, by written notice of default sent to the Bidder, may terminate the Contract fully or in part:

- If the selected Bidder/ fails to deliver any or all Contracted services as per service standards specified in the Contract or
- If the selected Bidder/ fails to perform any other obligation(s) under the Contract as per the contract timeline and for the period of contract, or
- If the Bidder/ selected Bidder has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

8.2.1 Termination for default

In the event TSCA terminates the Contract in whole or in part, TSCA may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the selected Bidder shall be liable to TSCA for any excess costs for such similar services. However, the Bidder may continue performance of the Contract to the extent not terminated. TSCA would not be liable to pay any damages to the selected Bidder in cases comprising Termination for default.

8.2.2 Termination for insolvency

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

8.2.3 Termination for Convenience
TSCA, by written notice sent to the TPA, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for its convenience. In case of termination for convenience, TSCA would pay to the bidder cost of services provided till the date of the termination. The PBG in such a case would be refunded to the successful bidder.

8.3 Force Majeure

- The successful Bidder shall not be liable for forfeiture of its Performance bank guarantee, Liquidated Damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- For purposes of this clause, “Force Majeure” means an event beyond the control of the Bidder and not involving the successful Bidder fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the TSCA in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- If a Force Majeure situation arises, the Bidder shall promptly notify the authorized representative of TSCA in writing of such condition and the cause thereof. Unless otherwise directed by the authorized representative of TSCA in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

8.4 TPA will have a right to terminate the contract in whole or in part by giving a 30 days prior notice to TSCA subject to acceptance of the reason stated by the TPA. TSCA may discuss the work order with consultant and can mutually decide completion of a particular milestone of the project as the termination date to be effective on.

8.5.1 The TPA shall indemnify TSCA against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in reference to this project in India.

8.5.2 Either party will accept liability without limit (1) for death or personal injury caused to the other party by its negligence or the negligence of its employees acting in the course of their employment; (2) any other liability which by law either party cannot
exclude. This does not in any way confer greater rights than what either party would otherwise have at law.

8.5.3 The Work Order does not contemplate any consequential, indirect, lost profit, claim for tort or similar damages of any form to be paid by the TPA to TSCA or any other organizations.

8.5.4 Notwithstanding anything to the contrary contained in the Work Order, in no event will the either party be liable to the other party, whether a claim be in tort, contract or otherwise; (a) for any amount in excess of 100% of the total professional fees payable for the project; (b) no action regardless of form, arising out of this Contract, may be brought by either party, more than one year after the cause of action has accrued.

9. Progress of the Project

Progress of the project may be intimated in writing to TSCA on monthly basis.

10. Confidentiality

i. TPA agrees that all financial, statistical, marketing and personnel data relating to the Client's business, and other information identified, in writing, as confidential by the Client, are confidential information of the Client ("Client Confidential Information"). The Client agrees that TPA proprietary software/tools, methodologies and any other information identified as confidential by the TPA are confidential information of the TPA. Client Confidential Information and TPA Confidential Information are collectively referred to as "Confidential Information." Each party shall use Confidential Information of the other party which is disclosed to it only for the purposes of this Agreement and shall not disclose such Confidential Information to any third party, without the other party's prior written consent, other than to TPA's subcontractors and to each other's employees on a need-to-know basis. Each party agrees to take measures to protect the confidentiality of the other party's Confidential Information that, in the aggregate, are no less protective than those measures, it uses to protect the confidentiality of its own Confidential Information, but at a minimum, each party shall take reasonable steps to advise their employees (and, in the case of TPA its subcontractors) of the confidential nature of the Confidential Information and of the prohibitions on copying or revealing such Confidential Information contained herein. TPA and the Client each agree to require that the other party's Confidential Information be kept in a reasonably secure location. Each party agrees that any confidential information, orally disclosed, shall be put in writing, by the disclosing party within seven working days of such disclosure.
Notwithstanding anything to the contrary contained in this Agreement, neither party shall be obligated to treat as confidential, or otherwise be subject to the restrictions on use, disclosure or treatment contained in this Agreement for, any information disclosed by the other party (the "Disclosing Party") which: (1) is rightfully known to the recipient prior to its disclosure by the Disclosing Party; (2) is generally known or easily ascertainable by non-parties of ordinary skill in computer or process design or programming or in the business of the Client; (3) is released by the Disclosing Party to any other person, firm or entity (including governmental agencies or bureaus) without restriction; (4) is independently developed by the recipient without any reliance on Confidential Information; or (5) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a party from any nonparty. Neither party will be liable to the other for inadvertent or accidental disclosure of Confidential Information if the disclosure occurs notwithstanding the party's exercise of the same level of protection and care that such party customarily uses in safeguarding its own confidential information.

These restrictions will not apply to any information which:

a. is or becomes generally available to the public other than as a result of a breach of an obligation under this Clause; or
b. is acquired from a third party who owes no obligation of confidential in respect of the information; or
c. is or has been independently developed by this recipient or was known to it prior to receipt

ii. Notwithstanding Clause (i) mentioned above, either party will be entitled to disclose confidential information of the other (1) to its respective insurers or legal advisors, or (2) to a third party to the extend that this is required by any or where there is a legal right, Duty or requirement to disclose, provided that in the case of sub-Clause(b) (and without branching any legal or regulatory requirement) where reasonably practicable not less than 2 business days notice in writing is first given to the other party.

iii. Without prejudice to the foregoing provision of this Clause as above, TPA may cite the performance of the services to clients and prospective clients as an indication of its experience.

iv. The TPA shall not, without TSCA prior written consent, disclose the commercial terms of this work order to any person other than a person employed by the TPA in the performance of the work order
v. The clause on Confidentiality shall be valid for a further period of one year from the date of expiry or termination of the assignment, whichever is earlier.

11. Miscellaneous terms & Conditions

i. The end product of the work assignment carried out by the TPA, in any form, will be the sole property of TSCA.

ii. The TPA shall not outsource the work to any other associate / franchisee / third party under any circumstances except with the prior approval of TSCA. If it so happens then TSCA shall impose sanctions which shall include: invocation of bank guarantee and/or termination of the contract.

iii. The TPA shall perform the services and carry out its obligations under the contract with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and training / consulting standard recognized by national / international professional bodies and shall observe sound management practice. It shall employ appropriate advanced technology and safe and effective methods. The TPA shall always act, in respect of any matter relating to this Contract, as faithful advisors to TSCA and shall at all times, support and safeguard TSCA’s legitimate interests.

iv. The TPA automatically agrees with TSCA for honoring all aspects of fair trade practices in executing the work orders placed by TSCA.

v. In the event the TPA’s Company or the concerned Division of the company is taken over / bought over by another company, all the obligations under the agreement with TSCA, should be passed on for the compliance by the new company/new Division in the negotiation for their transfer.

12. Resolution of Disputes

- TSCA and the selected bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with this contract, the same shall be settled by TSCA and TPA amicably.

- If, after thirty (30) days from the commencement of such informal negotiations, the TSCA and the selected Bidder have been unable to amicably resolve dispute,
either party may require that the dispute be referred for resolution to the formal mechanisms, which may include, but are not restricted to, conciliation, and/or mediation by a third party acceptable to both. In case of failure of mediation and conciliation, Secretary IT, Govt. of Tripura would be the sole arbitrator. All Arbitration proceedings shall be held at Agartala and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

- All disputes arising out this contract shall be subject to the jurisdiction of the courts in Tripura only.

13. Applicable Law

The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

14. Exit Management

14.1. Purpose

1. This clause sets out the provisions which will apply on expiry or termination of the contract.

2. In the case of termination of contract due to illegality, TSCA will decide at that time whether, and if so during what period, the provisions of this clause shall apply.

3. The Parties shall ensure that their respective associated entities, authorized representative of or its nominated agencies and the TPA, carry out their respective obligations set out in this Exit Management Clause.

14.2. Cooperation and Provision of Information

During the exit management period:

1. The TPA will allow TSCA or its nominated agencies access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable it to assess the existing services being delivered;
2. Promptly on reasonable request by the TSCA or its nominated agencies, the TPA shall provide access to and copies of all information held or controlled by it which have prepared or maintained in accordance with the contract. TSCA or its nominated agencies shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The TPA shall permit the department or its nominated agencies and/or any New vendor to have reasonable access to its employees and facilities as reasonably required to understand the methods of delivery of the services employed by the TPA and to assist appropriate knowledge transfer.

14.3. Confidential Information, Security and Data

1. The TPA will promptly on the commencement of the exit management period supply to the TSCA or its nominated agencies the following:

   a. Information relating to the current services rendered and customer satisfaction surveys and performance data relating to the performance in relation to the services; and

   b. Documentation relating to Intellectual Property Rights; and

   c. TSCA data and confidential information; and

   d. All current and updated departmental data as is reasonably required for purposes of the TSCA or its nominated agencies transitioning the services to its New vendor in a readily available format; and

   e. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable TSCA or its nominated agencies, or its New vendor to carry out due diligence in order to transition the provision of the Services to the TSCA or its nominated agencies, or its Replacement Operator (as the case may be).

2. Before the expiry of the exit management period, the TPA shall deliver to the TSCA or its nominated agencies all new or up-dated materials from the categories set out in point (1) above, and shall not retain any copies thereof, except that the TPA shall be permitted to retain one copy of such materials for archival purposes only.

3. Before the expiry of the exit management period, unless otherwise provided under the contract, TSCA or its nominated agencies shall deliver to the TPA all forms of TPA
14.4. Employees

1. Promptly on reasonable request at any time during the exit management period, the TPA shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to TSCA or its nominated agencies a list of all employees (with job titles) of the TPA dedicated to providing the services at the commencement of the exit management period;

2. Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the TPA to the TSCA or its nominees, or a New vendor ("Transfer Regulation") applies to any or all of the employees of the TPA, then the Parties shall comply with their respective obligations under such Transfer Regulations.

3. To the extent that any Transfer Regulation does not apply to any employee of the TPA, the TSCA or its nominated agencies, or its New vendor may make an offer of employment or contract for services to such employee of the TPA and the TPA shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the TSCA or its nominated agencies or any New vendor.

14.5. Transfer of certain agreements

1. On request by TSCA or its nominated agencies, the TPA shall effect such assignments, transfers, innovations, licences and sub-licenses as TSCA may require in favor of TSCA or its nominated agencies, or its New vendor in relation to any equipment lease, maintenance or service provision agreement between TPA and third party lessors, vendors, or Vendor, and which are related to the services and reasonably necessary for the carrying out of replacement services.

14.6. Right of Access to Premises

1. At any time during the exit management period, where Assets are located at the TPA's premises in relation to this project, the TPA 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) TSCA or its nominated agencies, and/or any New vendor in order to inventory the assets or Assets.
2. The TPA shall also give TSCA or its nominated agencies, or any New vendor right of reasonable access to the TPA's premises and shall procure the TSCA or its nominated agencies and any New vendor 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 contract as is reasonably necessary to migrate the services to TSCA or its nominated agencies, or a New vendor.

14.7. General Obligations of the TPA

1. The TPA shall provide all such information as may reasonably be necessary to effect as seamless handover as practicable in the circumstances to TSCA or its nominated agencies or its new vendor and which the TPA has in its possession or control at any time during the exit management period.

2. For the purposes of this Clause, anything in the possession or control of any TPA or associated entity is deemed to be in the possession or control of the TPA.

3. The TPA shall commit adequate resources to comply with its obligations under this Exit Management Clause.

14.8. Exit Management Plan

1. The TPA shall provide to TSCA or its nominated agencies 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 contract as a whole and in relation to the Project Implementation, the Operation and Management SLA and scope of work.

   a. A detailed programme of the transfer process that could be used in conjunction with a New vendor 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; and

   b. Plans for communication with such of the TPA's staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on TSCA's operations as a result of undertaking the transfer; and

   c. If applicable, proposed arrangements for the segregation of the TPA's networks from the networks employed by TSCA or its nominated agencies and identification of specific security tasks necessary at termination; and
d. Plans for provision of contingent support to the TSCA or its nominated agencies, and New vendor for a reasonable period after transfer for the purposes of providing service for replacing the Services.

2. The TPA shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.

3. Each Exit Management Plan shall be presented by the TPA to and approved by TSCA or its nominated agencies.

4. In the event of termination or expiry of the contract each Party shall comply with the Exit Management Plan.

5. During the exit management period, the TPA shall use its best efforts to deliver the services.

6. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.

7. This Exit Management plan shall be furnished in writing to the TSCA or its nominated agencies within 90 days from the Effective Date of the contract.

15. Contract Amendment

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
TPA Scope of Work

Third Party Audit shall include monitoring the performance of the SWAN with a view to ensure desired Quality of Service (QoS) by the Network Operator and bandwidth service provider, as defined in the respective SLA’s, signed between the State/TSCA, and Bandwidth Service Provider, Network Operator. These Guidelines define the broad areas of work, which TPA shall perform for a period of five years from the date of final acceptance test of the network. However, the TPA shall be appointed immediately, preferably before the acceptance testing and commissioning of the SWAN.

1. To understand the project TPA would be required to
   a) Study the contract signed between the State/TSCA and the Network Operator and Bandwidth Service Provider.
   b) Study the network architecture & design and the services envisaged.
   c) Review communication process among the stakeholders (State government, Implementation agency, SWAN operator, Bandwidth service provider and DIT-GoI).
   d) Create frameworks and procedures for audit.
   e) Study the functionality of the Network Monitoring System (NMS) installed in the SWAN and identify the gaps, if any, required for TPA scope of work. The additional module/tool including hardware/software required for the same will be procured by the respective State and TPA would assist the state with the procurement process for the same.
   f) Review of the escalation mechanisms being followed to resolve any issues between the State Implementing Agency and the Network Operator related to the SWAN.

2. Acceptance Test (PAT, FAT)
   a. TPA shall review the detailed acceptance test plan (PAT and FAT) in consultation with the State/UT after taking into account any comments/suggestions of the DIT.
   b. TPA would also conduct audit of the process, plan and results of the Acceptance Test carried out by the Network Operator. TPA would issue certification of completion for PoPs, for which TPA shall verify availability of all the defined services as per the contract signed between SWAN operator and State government. The SWAN operator shall be required to demonstrate all the services/features/functionalities as mentioned in the agreement.
3. **Inventory**

a. TPA audit would include verification of completeness of bill of material for each PoP.

b. TPA audit would include review that all hardware and software items have been installed at the sites as per the contract.

c. TPA audit would include maintenance of an inventory register to have PoP wise equipment list, including hardware and software. TPA audit would also include updating inventory registry in event of any changes in the inventory.

Inventory Audit is to be performed annually and the relevant changes in the year of the audit shall be recorded. Inventory Details shall be provided by the State and TPA shall maintain a record at its end, which shall be updated by TPA based on information provided by the State. Also, the verification will be done through tools and through site visits as explained in RFP.

These exercises would include review of documentation, physical verification on a sample basis and reports generated using NMS.

4. **SLA Monitoring Audit**

SLA monitoring would include audit of the performance of network. Network includes the components provided and operated by the network operator and bandwidth provisioned by the bandwidth service provider. Subsequently, TPA would carry out the following tasks:

a. TPA audit would include preparation of templates for reports to be submitted by SWAN operator to TPA / State and report to be submitted by the TPA to the State. TPA shall also tabulate measurable parameters as defined in the respective SLAs with the SWAN operator and bandwidth service provider.

b. TPA shall review the configuration/deployment parameters of the NMS and the process followed to ensure that the reports generated are authentic.

c. TPA would proactively convey to the stakeholders any concerns based on the information generated using NMS.

d. TPA would provide quarterly certification of network availability and perform penalty computation for the calculation of QGR to be paid to the SWAN operator as per the SLA and payment conditions mentioned in the agreement between SWAN operator and the State/UT (on Quarterly basis).

e. TPA would also undertake proactive monitoring of the links provided by the bandwidth service provider based on the SLA signed by the bandwidth service provider. The Agency shall submit
reports on the same to the government who would use these reports for making the payments to the bandwidth service provider.

f. TPA audit would also include site inspection to verify those parameters of the SLA, which cannot be monitored using NMS. These site visits would be done for at least 5% of the sites (at each network tier) per quarter.

5. **Usage Audit**
   a. TPA would appraise the State/UT about the health of the network through reports indicating the bandwidth utilization, scalability requirements as per the current and envisaged State level applications etc.
   b. Only the overall Recommendation for Expansion is covered under the purview of this contract. For detailed activities like designing, BoM, specifications etc. the State/UT is expected to engage the concerned Agency separately.

6. **Security Audit**
   a. TPA would perform security audit of the SWAN as per the Guidelines issued by the Department of IT, Govt. of India and submit recommendations to the State indicating the risk elements in the network operations.
   b. The Agency would perform the penetration testing and vulnerability testing on the SWAN network.
   c. The Agency would review the rules and policies for network components such as firewall, IDS etc.
   d. The Agency would review the network security policy of the State/UT and suggest recommendations if any.
   e. The Agency would conduct the Security Audit half yearly.

7. **Helpdesk & User feedback**
   a. TPA audit would include review of the helpdesk setup by the Network Operator and the Agency would submit a Quarterly Report with recommendations to the State/UT.
   b. The Agency would review the mechanism of obtaining user feedback on quality of service & post analysis of the same, and would submit a report with recommendations to the State/UT. This task would be done on a yearly basis.
8. Exit Process support

This role is envisaged with the objective of ensuring preparedness of the State/UT at all the time for any eventuality resulting in termination of contract. TPA audit includes support/ advice in the event of exit of the SWAN operator. The Agency would:

a) Review the exit process as per the contract.

b) Advise the State on documentation, process and procedures necessary for taking over the network from the SWAN operator.

c) Provide advisory support during the transition period from the current SWAN operator to the new operator.

d) Conduct audit readiness of the State for such an eventuality on a Yearly basis.

The Tripura State Computerisation Agency, in consultation with Department of Information Technology, Govt. of India and the State Government, would institute a separate audit by an Agency at a National level (e.g. STQC) which would carry out risk based sample audit of the methodology, process and documentation adopted by the TPA in order to ensure that the processes adopted by the Agency is of international standard. The identification of Tripura (risk based) would be based upon parameters such as past record of the Agency, previous observations of the audit, GoT Feedback, Amount of QGR to be paid by DIT, etc. TPA would undergo one such audit in a year. However, this would be decided by Dept. of IT, GoI and notified separately to GoT.

Key deliverables of the TPA

<table>
<thead>
<tr>
<th>S No</th>
<th>Deliverables</th>
<th>Periodicity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Completion/acceptance report for the work carried out by the Network Operator for PoPs (SHQ, DHQ, BHQ) and/or co-located and remote officers after Partial Acceptance Test (PAT)</td>
<td>Once</td>
</tr>
<tr>
<td>2.</td>
<td>Completion report for SHQ, DHQ, BHQ and co-located &amp; remote offices after Final Acceptance Test (FAT) depending on the project plan defined in the RFP/contract.</td>
<td>Once</td>
</tr>
<tr>
<td>3.</td>
<td>Assessment Framework for Performance Audit incorporating following:</td>
<td>Once</td>
</tr>
<tr>
<td></td>
<td>• Assessment parameters based on State/UT’s policies and guidelines</td>
<td></td>
</tr>
<tr>
<td>S No</td>
<td>Deliverables</td>
<td>Periodicity</td>
</tr>
<tr>
<td>------</td>
<td>------------------------------------------------------------------------------</td>
<td>------------------------------</td>
</tr>
<tr>
<td>1</td>
<td>regarding networking, security IP addressing schemes, migration strategy, and GoI's interoperability and security standards.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Tabulation of measurable parameters for SWAN infrastructure (network and other elements).</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Formulation of scripts and schedules.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Map the SLA conditions and limits onto NMS.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Review of processes of interaction between NO, State/UT and bandwidth provider.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Template for reports to be submitted by the SWAN Operator to TPA on a regular basis.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Also make sure that NMS reports are not modified.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Performance Audit reports of the SWAN</td>
<td>Weekly/Monthly/Quarterly</td>
</tr>
<tr>
<td>5</td>
<td>Report on network availability and other SLA conditions with final recommendations release of QGR after penalty computations</td>
<td>Quarterly</td>
</tr>
<tr>
<td>6</td>
<td>MIS reports relating to uptime, downtime of the network etc to measure the health of the network based on PoP, Network components etc.</td>
<td>Quarterly</td>
</tr>
<tr>
<td>7</td>
<td>Security Audit Report</td>
<td>Half yearly</td>
</tr>
<tr>
<td>8</td>
<td>Exit Readiness Report</td>
<td>Yearly</td>
</tr>
<tr>
<td>9</td>
<td>User Satisfaction Survey</td>
<td>Yearly/half yearly</td>
</tr>
</tbody>
</table>